

COLLECTIVE AGREEMENT

Between

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

AND

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

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

CONSISTING OF

PART A – TERMS NEGOTIATED CENTRALLY (C)

AND

PART B – TERMS NEGOTIATED LOCALLY (L)

for the period

September 1, 2019 – August 31, 2022

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

- ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

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

- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

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

C5.4 Referral to the Committee:

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

C5.5 Voluntary Mediation

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

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

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

C7.00 BENEFITS

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

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

C7.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

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

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

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

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

C7.3 Funding

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

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

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.

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

C7.5 Benefits Committee

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

C7.6 Privacy

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

C7.7 Benefits not provided by the OSSTF ELHT

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

C7.8 Benefits for Daily Occasional Teachers

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

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

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

C7.9 Payment in Lieu of Benefits

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

C7.10 WSIB Top-Up

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

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

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

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

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

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

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

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

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

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

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

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

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

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

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

g) Administration

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

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

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

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

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

C14.00 E-LEARNING

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

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

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

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

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

Date of Assessment:
dd mm yyyy

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

PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

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

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

**LETTER OF AGREEMENT #1
BETWEEN**

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

**LETTER OF AGREEMENT #2
BETWEEN**

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

**LETTER OF AGREEMENT #3
BETWEEN**

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

AND

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

RE: Central Items That Modify Local Terms

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

1. Certification Group/Category Rating Statement Provider

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

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

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

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

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

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

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

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

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

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

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

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

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

**LETTER OF AGREEMENT #5
BETWEEN**

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

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

**LETTER OF AGREEMENT #6
BETWEEN**

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

**LETTER OF AGREEMENT #7
BETWEEN**

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #8
BETWEEN**

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

AND

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

RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

**LETTER OF AGREEMENT #9
BETWEEN**

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

AND

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

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

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

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

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

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

**LETTER OF AGREEMENT #10
BETWEEN**

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

**LETTER OF AGREEMENT #11
BETWEEN**

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

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

The intent of the Model is to;

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

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

**LETTER OF AGREEMENT #12
BETWEEN**

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

AND

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

RE: E-Learning Implementation Committee

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s

most recent yearly statement for the year ending no later than August 31, 2015.

- d. The Trust shall retain rights to the data and the copy of the software systems.

- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated.

Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

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

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for

any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

5.2.0 Board of Trustees' Responsibilities

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

- e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

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

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

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

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

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

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

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

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

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

3. Short Term Paid Leaves

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

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

4. Retirement Gratuities

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

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]

PART B – TERMS NEGOTIATED LOCALLY

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ARTICLE 1 - DEFINITIONS

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

ARTICLE 2 - PURPOSE AND EFFECTIVE PERIOD

- 2.01 It is the intent and purpose of the Parties to this Agreement:
 - (1) to maintain the existing harmonious relationships between the Employer and the Bargaining Unit;
 - (2) to provide for the prompt and fair disposition of grievances; and
 - (3) to recognize the mutual value of joint discussions in all matters referred to in this collective agreement.
- 2.02 This Agreement shall be in effect from September 1, 2019 and shall continue to be in force up to and including August 31, 2022 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 2.03 Notwithstanding the period of notice cited in 2.02, either party may notify the other, in writing within the period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

ARTICLE 3 - RECOGNITION AND SCOPE

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

ARTICLE 4 - RIGHTS AND RESPONSIBILITIES

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

ARTICLE 5 - MANAGEMENT RIGHTS

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

ARTICLE 6 - GENERAL

- 6.01 All correspondence between the parties arising out of this Collective Agreement or incidental thereto, shall pass to and from the Director of Education or designate and the Bargaining Unit President or designate.

- 6.02 The ratified Collective Agreement shall be posted on Docushare within two weeks of being proofed by the Bargaining Unit. New Members shall be advised as to where to access the agreement.

ARTICLE 7 - GRIEVANCE / ARBITRATION PROCEDURES

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

7.02 **Informal Stage**

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

7.03 **Grievance Procedure**

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

Step 1

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

- 7.04 The grievance shall contain:

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

7.05 **Step 2**

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

7.06 **Grievance Mediation**

- (1) At any stage in the grievance procedure, the Parties, by mutual consent, in writing, may elect to resolve the grievance by using grievance mediation. The Parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

- (2) The timelines outlined in the grievance procedure shall be frozen at the time the Parties mutually agreed in writing to use the grievance mediation procedure.
- (3) Upon written notification of either Party to the other Party indicating that the grievance mediation is terminated the timelines in the grievance procedure shall continue from the point at which they were frozen.

7.07 **Arbitration**

7.07.1 **Notification**

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

7.07.2 **Single Arbitrator Default**

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

7.07.3 **Board of Arbitration Selection**

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

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

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

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

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

7.08 **Powers of the Board of Arbitration**

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

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

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

- 7.11 Should the investigation or processing or hearing of a grievance require that the grievor(s) or Bargaining Unit representative(s) or witnesses be released from his/her regular duties, he/she shall be released without reduction in salary, allowances, benefits, increment, experience, or cumulative sick leave credits.
- 7.12 Time restrictions may be extended if mutually agreed in writing. Failure of one Party to comply with the time limits or any agreed upon extension of one Party to comply with the agreed upon extension shall result in the grievance proceeding to the next step.
- 7.13 **Cost of Arbitration**
The Parties shall share the fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, equally.
- 7.14 Grievances initiated and being processed under previous collective agreements between the Parties shall be dealt with under the grievance and arbitration procedure set out in the agreement under which the grievance was initiated.
- 7.15 The time limits stipulated in 7.02 for initiating a grievance shall not apply to a grievance involving remuneration during the current school year or the previous school year. Such a grievance may be initiated at any time prior to September 1 following the current school year.
- 7.16 No person may be appointed as an Arbitrator or member of an Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 7.17 Nothing in this procedure shall be deemed to preclude the individual's right to seek redress in law.

ARTICLE 8 - SALARY

- 8.01 **Occasional Teacher Daily Rate**
Effective September 1, 2019 the Board shall pay rates of remuneration in accordance with the following:
- (1) A teacher, employed as an Occasional Teacher, qualified to teach in the secondary schools in Ontario according to the Ontario Statutes, shall be paid the minimum salary of Category 1, Year 0, of the District School Board Ontario North East Secondary Teachers' grid (Appendix A) in effect divided by 1000 times 1.568 for a period to time of 75minutes \pm 5 minutes.
- Example
Period 75 minutes + 5 minutes
- $$\frac{49,546.17}{1,000} \times 1.568 = \$77.69 \text{ per period (includes statutory holiday pay)}$$
- (2) A teacher, employed as an Occasional Teacher, not qualified to teach in the secondary schools in Ontario according to the Ontario Statutes, shall be paid 75% of the rate as established in Article 8.01 (1) (includes statutory holiday pay).

Example

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

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

Example

60 minute period

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

8.02 Occasional Teacher Hourly Rate

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

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

8.03 Long Term Occasional Teacher Rate

Occasional Teachers shall be placed on the Secondary Teachers' salary grid in accordance with the recognized teaching experience and category placement effective on the eleventh (11th) consecutive day of teaching retroactive to the first day that the assignment began. The Teacher shall continue to be paid at this rate until the expiration of the assignment. This rate of pay is deemed to include any vacation pay entitlement. It is understood that any Professional Activity day or inclement weather day occurring in the ten (10) day consecutive period will be counted as a day towards the ten (10) days and will not impact the consecutive days of service.

8.04 Credit for Elementary and Secondary Teaching Experience

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

- 8.05 Experience on contract less than a complete year shall be prorated as a decimal of a year, correct to one decimal place, computed as: Number of school days of experience divided by number of school days in school year, accumulated at the end of each school year.

- 8.06 When accumulated experience equals or exceeds 0.6, placement on the salary schedule shall be at the next year of experience the following September.

- 8.07 When accumulated experience is less than 0.6, placement on the salary schedule shall be at the grid position for the full number of years of experience plus the decimal equivalent of experience times the grid interval. For example, 4.2 years shall be grid salary for 4 years plus 0.2 x (grid interval between 4 years and 5 years in the appropriate category).
- 8.08 Part-time teaching experience will be prorated as a decimal of full-time teaching.
- 8.09 When in the judgement of the Director or designate, other teaching experience as deemed valid equivalent of teaching experience in Secondary and/or Elementary schools in Ontario, the allowance shall be set in accordance with the grids set forth in Appendix A, and the Bargaining Unit President shall be notified.
- 8.10 **Related Industrial or Trade Experience**
Related Industrial or Trade Experience above the requirements for entrance to an Ontario Faculty of Education shall be paid as per grid to a maximum of seven (7) years. Six (6) months or more experience will count as a full year with the seven (7) year maximum without retroactivity of payment.
- 8.11 **Business and Professional Experience**
Business and Professional Experience either acquired after graduation from a university or other acceptable post-secondary school of learning, or acquired above requirements for entrance to an Ontario Faculty of Education shall be as per grid to a maximum of seven (7) years. Six (6) months or more experience will count as a year (1) within the seven (7) years maximum without retroactivity of payments.
- 8.12 **Documentation**
The onus shall be on a newly hired Occasional Teacher to produce verification of the types of experience set forth in sections 8.10, and 8.11, as well as a category rating statement (from OSSTF or Qualifications Evaluation Council of Ontario (QECO)) and a record of accumulated teaching experience. Retroactive pay shall be limited to four (4) months prior to the date the documentation was submitted, within a school year.
- 8.13 At the point of hiring, the Employer shall inform each newly hired Occasional Teacher of the necessity of producing the verification set forth in 8.12.
- 8.14 **Grid Placement**
The annual increment structure is set out in Appendix A. The effective date for all increment changes shall be the first day of September in each year.
- 8.15 **Professional Activity Days**
The Occasional Teacher who is on a long term contract will be entitled to his/her salary for Professional Activity Days and Examination Days which occur during the term of the contract.
- 8.16 After three (3) months in a long term occasional teaching assignment, an Occasional Teacher shall be paid in accordance with Article 10.01, Method of Payment, of the OSSTF District 1 Teachers' Bargaining Unit Collective Agreement.

- 8.17 A short-term Occasional Teacher may attend a Professional Activity Day or any other in-service program on a voluntary basis without pay and with the approval of the Principal providing space is available.
- 8.18 For the purpose of reporting hours worked for Employment Insurance, the Employer shall record each full work day as 8 hours worked.

ARTICLE 9 - METHOD OF PAYMENT

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

ARTICLE 10 - EMPLOYEE BENEFITS

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

ARTICLE 11 - CALLING IN PROCEDURES

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

11.02 **Call-in Procedures**

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

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

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

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

- 11.03 In order to improve daily instruction as provided by an Occasional Teacher, the Board will request its regular teachers, through the principal, to provide the following information for the Occasional Teacher:
- a) Current class list for each class assigned;
 - b) Current seating plan for each class assigned;
 - c) Details of the work assignment for each class;
 - d) Details of any special events planned for that school day.

ARTICLE 12 - CANCELLATION

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

ARTICLE 13 - REQUEST FOR LEAVE

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

ARTICLE 14 - WORKING CONDITIONS

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

ARTICLE 15 - PERSONNEL FILES – ACCESS TO INFORMATION

- 15.01 An Occasional Teacher shall have access to his/her personnel file maintained by the Superintendent of Human Resources or designate at the Board Office.
- 15.02 Upon prior written request to Human Resources, an employee will be provided with a copy of their personnel file. The file will be copied and the employee will pick up the file at the Board Office (Schumacher or New Liskeard), with a signature upon pickup.
- 15.03 Where an Occasional Teacher disputes the accuracy or completeness of any such information, other than the evaluation report, the Occasional Teacher shall do so in writing.
- 15.04 This information shall be added to the Occasional Teacher's file.
- 15.05 Upon written request of the Teacher to the Superintendent of Human Resources, documents contained in the Teacher's personnel file which are disciplinary in nature and all supporting documents shall be removed from the file two (2) years after their date of issue, unless further similar disciplinary action has occurred in that period.
- 15.06 Notwithstanding 15.05, disciplinary materials regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in a Teacher's file.
- 15.07 Upon written request semi-annually to the Superintendent of Human Resources or designate, the president of the Bargaining Unit or designate shall have access to the file containing a list of Occasional Teachers, showing their names, addresses, and membership in the College of Teachers.

ARTICLE 16 - EVALUATIONS

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

- 16.06 When an Occasional Teacher receives an Unsatisfactory Teacher Performance Appraisal, the Board shall advise the Bargaining Unit President of that fact and the date, time and location of the post-observation meeting, so as to allow the Bargaining Unit President to offer the Teacher assistance.
- 16.07 When an Occasional Teacher receives an Unsatisfactory Teacher Performance Appraisal, the Board, with the written permission of the Teacher, will forward a copy of the report to the Bargaining Unit President.

ARTICLE 17 - JOB VACANCIES

- 17.01 The Employer shall provide bulletin boards for the use of the Federation at appropriate locations upon which the Bargaining Unit shall have the right to post notices relating to matters of interest to the Federation and the Teachers.
- 17.02 A job posting for a long term occasional position shall be required for any period of eleven (11) days or more.
- 17.03 All such positions shall be advertised at the designated area in each school and campus of the Employer. External advertising may run concurrently with internal advertising.
- 17.04 The Bargaining Unit President or designate shall be notified of all postings, appointments, hirings, and terminations of employment.
- 17.05 Teams assembled for the purpose of interviewing candidates for positions in OSSTF Bargaining Units shall not include OSSTF members.

ARTICLE 18 - DUES

- 18.01 OSSTF shall indemnify and hold the Employer harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by OSSTF.
- 18.02 On each pay date on which an Occasional Teacher is paid, the Employer shall deduct from each Teacher, the OSSTF dues. The amounts shall be determined by OSSTF in accordance with its constitution and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- 18.03 The OSSTF dues deducted in 18.02 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Teachers, their Social Insurance Numbers, salary for the period, and the amounts deducted.

ARTICLE 19 - HEALTH AND SAFETY

- 19.01 The Employer shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards.
- 19.02 The Employer agrees to develop explicit policies and procedures to deal with violence. The policy shall address the prevention of violence, the management of violent situations, and support the Occasional Teacher who has faced violence.

ARTICLE 20 - PROBATIONARY PERIOD

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

ARTICLE 21 - STRIKES AND LOCKOUTS

- 21.01 There shall be no strike or lock-out during the term of this Agreement. The terms “strike and lock-out” shall be as defined in the Ontario Labour Relations Act.
- 21.02 No change can be made to this Agreement without the mutual written consent of the Parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the Parties, as determined by their respective bargaining procedures.

ARTICLE 22 - MEDICAL PROCEDURE

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

ARTICLE 23 - LEAVES

- 23.01 **Bereavement Leave**
Bereavement leave of up to three (3) days shall be granted without loss of pay or deduction from sick leave to a Long Term Occasional Teacher in the event of the death of a spouse, parent, child, guardian, brother, sister, mother-in-law, father-in-law, or grandparent.

23.02 **Court Appearances**

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

23.03 **Examination Leave**

A teacher in a posted long-term occasional position shall be granted a leave of 0.5 of a day per school year without loss of salary or benefits for the purpose of writing an examination related to the teacher's employment.

23.04 **Birth of a Child Leave**

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

ARTICLE 24 - EMPLOYMENT

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

24.02 An Occasional Teacher's name shall remain on the Occasional Teacher list unless he/she is terminated, resigns, or is no longer available for assignment. If a teacher has not been available for ninety (90) days, the Occasional Teacher will be removed from the list and the Bargaining Unit President is notified. This can be precluded by arranging a leave of absence with the Superintendent of Human Resources. Such leave shall not be denied without cause.

24.03 The Employer agrees to notify the Bargaining Unit President in writing of each hiring and termination of an Occasional Teacher.

24.04 The Employer agrees to provide the Bargaining Unit President, upon request, but no more than three (3) times a year, with a list showing the name, address and phone number of each Occasional Teacher in the Bargaining Unit.

24.05 Occasional Teachers shall notify the Employer, in writing, of any changes of address and/or telephone number required by the Employer to contact the Occasional Teacher regarding teaching assignments.

ARTICLE 25 - TERMINATION OF EMPLOYMENT

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

ARTICLE 26 - INDEPENDENT MEDICAL EXAMINATION

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

ARTICLE 27 - INVESTIGATION NOTICE

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

SIGNATURE PAGE

Dated in Timmins, Ontario, this _____ day of _____ 2021.

SIGNED ON BEHALF OF:

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

District School Board Ontario North East

APPENDIX A – SALARY GRIDS

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

Effective September 1, 2019

1% Increase

Step	1	Bi-Wkly	2	Bi-Wkly	3	Bi-Wkly	4	Bi-Wkly
0	49,546.17	1,905.6221	51,350.22	1,975.0087	55,823.81	2,147.0696	58,851.58	2,263.5222
1	52,336.08	2,012.9260	54,375.13	2,091.3510	59,427.61	2,285.6774	62,707.57	2,411.8297
2	55,127.41	2,120.2850	57,397.16	2,207.5831	63,029.98	2,424.2300	66,569.30	2,560.3577
3	57,914.44	2,227.4786	60,422.06	2,323.9254	66,640.95	2,563.1133	70,425.29	2,708.6652
4	60,701.48	2,334.6723	63,444.09	2,440.1575	70,250.48	2,701.9415	74,281.29	2,856.9727
5	63,498.55	2,442.2517	66,466.13	2,556.3896	73,852.85	2,840.4941	78,144.45	3,005.5558
6	66,282.71	2,549.3352	69,485.30	2,672.5114	77,465.24	2,979.4325	82,000.45	3,153.8633
7	69,076.91	2,656.8044	72,514.50	2,789.0191	81,071.91	3,118.1504	85,860.74	3,302.3362
8	71,865.38	2,764.0532	75,532.23	2,905.0858	84,675.71	3,256.7582	89,718.17	3,450.6988
9	74,652.42	2,871.2468	78,554.27	3,021.3179	88,288.11	3,395.6966	93,574.16	3,599.0063
10	77,440.89	2,978.4956	81,582.03	3,137.7705	91,891.91	3,534.3043	97,433.03	3,747.4240
11	81,282.55	3,126.2520	84,664.25	3,256.3173	95,497.15	3,672.9672	101,293.32	3,895.8969

Major Head	4,250.14	163.4668
Minor Head	2,125.07	81.7334
District SERT	7,804.52	300.1738
Master's Degree	1,383.70	53.2192

Teaching by Correspondence	
20 lessons at Gr 10	12.01
20 lessons at Gr's 11, 12	16.81
Mid-term/Final Exams	31.45

(sh/be 31.2180274)

Hourly Rate

Summer School / Independent Study / Night School / Con Ed	51.35	(1/1000 of Cat 2, Step 0)
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Admin Transfers 15.07.5	2,200	84.6154	\$1,100 per semester from a school in one municipality to a school in another municipality within an entity. RMSS-TH&VS not entitled.
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Occasional Agreement Rates

	Daily Rate	Period Rate
Qualified Occasional	310.75	77.69
Unqualified Occasional	233.07	58.27

Cat 1, Yr 0 over 1,000 x 1.568 = per period amount of 75 minutes (+ or - 5 min's)

75% of Qualified Rate

	Hourly Rate
Qualified Occasional	49.55
Unqualified Occasional	37.16

(1/1000 of Cat 1, Yr 0)

(75% of Qualified hourly rate)

Effective September 1, 2020

1% Increase

Step	1	Bi-Wkly	2	Bi-Wkly	3	Bi-Wkly	4	Bi-Wkly
0	50,041.64	1,924.6783	51,863.73	1,994.7587	56,382.05	2,168.5403	59,440.09	2,286.1574
1	52,859.44	2,033.0553	54,918.88	2,112.2645	60,021.89	2,308.5341	63,334.65	2,435.9480
2	55,678.68	2,141.4878	57,971.13	2,229.6589	63,660.28	2,448.4723	67,234.99	2,585.9612
3	58,493.59	2,249.7534	61,026.28	2,347.1646	67,307.35	2,588.7444	71,129.55	2,735.7518
4	61,308.49	2,358.0190	64,078.54	2,464.5590	70,952.98	2,728.9609	75,024.10	2,885.5424
5	64,133.53	2,466.6743	67,130.79	2,581.9535	74,591.37	2,868.8990	78,925.89	3,035.6113
6	66,945.54	2,574.8285	70,180.15	2,699.2365	78,239.90	3,009.2268	82,820.45	3,185.4019
7	69,767.68	2,683.3724	73,239.64	2,816.9093	81,882.63	3,149.3320	86,719.35	3,335.3595
8	72,584.04	2,791.6937	76,287.55	2,934.1367	85,522.47	3,289.3258	90,615.35	3,485.2058
9	75,398.94	2,899.9593	79,339.81	3,051.5311	89,170.99	3,429.6536	94,509.91	3,634.9964
10	78,215.29	3,008.2805	82,397.85	3,169.1482	92,810.83	3,569.6474	98,407.36	3,784.8983
11	82,095.38	3,157.5145	85,510.89	3,288.8805	96,452.12	3,709.6968	102,306.25	3,934.8559

Major Head	4,292.64	165.1015
Minor Head	2,146.32	82.5507
District SERT	7,882.56	303.1755
Master's Degree	1,397.54	53.7515

Teaching by Correspondence	
20 lessons at Gr 10	12.13
20 lessons at Gr's 11, 12	16.98
Mid-term/Final Exams	31.53

Hourly Rate

Summer School / Independent Study / Night School / Con Ed	51.86	(1/1000 of Cat 2, Step 0)
Admin Transfers 15.07.5	2,200	84.6154

\$1,100 per semester from a school in one municipality to a school in another municipality within an entity. RMSS-TH&VS not entitled.

Occasional Agreement Rates

	Daily Rate	Period Rate
Qualified Occasional	313.86	78.47
Unqualified Occasional	235.40	58.85

Cat 1, Yr 0 over 1,000 x 1.568 = per period amount of 75 minutes (+ or - 5 min's)

75% of Qualified Rate

	Hourly Rate
Qualified Occasional	50.04
Unqualified Occasional	37.53

(1/1000 of Cat 1, Yr 0)

(75% of Qualified hourly rate)

Effective September 1, 2021

1% Increase

Step	1	Bi-Wkly	2	Bi-Wkly	3	Bi-Wkly	4	Bi-Wkly
0	50,542.05	1,943.9251	52,382.36	2,014.7063	56,945.87	2,190.2257	60,034.49	2,309.0190
1	53,388.03	2,053.3858	55,468.07	2,133.3871	60,622.11	2,331.6195	63,967.99	2,460.3075
2	56,235.47	2,162.9027	58,550.84	2,251.9555	64,296.88	2,472.9570	67,907.34	2,611.8208
3	59,078.53	2,272.2510	61,636.54	2,370.6363	67,980.43	2,614.6319	71,840.84	2,763.1093
4	61,921.58	2,381.5992	64,719.32	2,489.2046	71,662.51	2,756.2505	75,774.34	2,914.3978
5	64,774.87	2,491.3410	67,802.10	2,607.7730	75,337.29	2,897.5880	79,715.15	3,065.9674
6	67,615.00	2,600.5768	70,881.95	2,726.2289	79,022.30	3,039.3191	83,648.65	3,217.2559
7	70,465.36	2,710.2062	73,972.04	2,845.0784	82,701.46	3,180.8253	87,586.54	3,368.7131
8	73,309.88	2,819.6106	77,050.43	2,963.4781	86,377.69	3,322.2190	91,521.50	3,520.0578
9	76,152.93	2,928.9589	80,133.21	3,082.0464	90,062.70	3,463.9501	95,455.00	3,671.3463
10	78,997.45	3,038.3633	83,221.83	3,200.8397	93,738.94	3,605.3438	99,391.43	3,822.7473
11	82,916.33	3,189.0896	86,366.00	3,321.7693	97,416.64	3,746.7938	103,329.32	3,974.2044

Major Head	4,335.57	166.7525
Minor Head	2,167.78	83.3763
District SERT	7,961.39	306.2073
Master's Degree	1,411.51	54.2888

Teaching by Correspondence

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

Hourly Rate

Summer School / Independent Study / Night School / Con Ed			52.38
Admin Transfers 15.07.5	2,200	84.6154	\$1,100 per semester from a school or another municipality within an enrollment area

(1/1000 of Cat 2, Step 0)

\$1,100 per semester from a school in one municipality to a school in another municipality within an entity. RMSS-TH&VS not entitled.

Occasional Agreement Rates

	Daily Rate	Period Rate
Qualified Occasional	317.00	79.25
Unqualified Occasional	237.75	59.44

Cat 1, Yr 0 over 1,000 x 1.568 = per period amount of 75 minutes (+ or - 5 min's)

75% of Qualified Rate

	Hourly Rate
Qualified Occasional	50.54
Unqualified Occasional	37.91

(1/1000 of Cat 1, Yr 0)

(75% of Qualified hourly rate)

MEMORANDUM OF SETTLEMENT

Between

The District School Board Ontario North East
(hereinafter “the Board”)

-and-

Ontario Secondary School Teachers’ Federation
(hereinafter “the Union”)

Representing

The Secondary Occasional Teachers of District 1 Ontario North East
(hereinafter “the Bargaining Unit” and together known as “the Parties”)

WHEREAS the Ontario Secondary School Teachers’ Federation and the Ontario Public School Boards Association and the Province of Ontario have negotiated and ratified a Collective Agreement with respect to issues that are within the scope of central bargaining (the “Central Agreement”);

AND WHEREAS the Central Agreement requires that the parties amend their current collective agreement such that Part “A” shall comprise those issues which are central terms and Part “B” shall comprise those terms which are local terms;

AND WHEREAS the parties to this Memorandum of Settlement have been engaged in negotiations toward the completion of a new Collective Agreement with respect to issues that are within the scope of local bargaining;

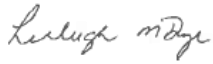
AND WHEREAS the parties have reached a tentative agreement with respect to issues that are within the scope of local bargaining;



THEREFORE, the parties agree and acknowledge as follows:

1. the documents attached hereto as Appendix “A” constitute a settlement of a new Collective Agreement with respect to issues that are within the scope of local bargaining, subject to errors and omissions;
2. any provisions that are within the scope of local bargaining that are not addressed herein shall remain as per the language of the current Collective Agreement;
3. the settlement of the new Collective Agreement with respect to issues that are within the scope of local bargaining shall be recommended for ratification by the parties to their respective principles;
4. any proposal or position which may have been taken or submitted by either of the parties hereto and which are not part of this Memorandum of Settlement are hereby withdrawn;



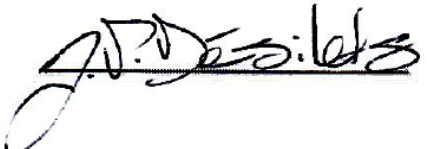
5. all provisions of this Memorandum of Settlement shall become effective on the first business day following ratification by the second of the parties to do so, unless the express terms of the provision require otherwise;
6. all provisions of this Memorandum of Settlement are conditional upon the ratification by the parties no later than March 31, 2021;
7. upon ratification, the parties shall meet and continue to work in good faith toward amending the current Collective Agreement to reflect the changes required by way of the Central Agreement, including the renumbering of provisions and the process of formalizing Part "A" and Part "B" of the Collective Agreement;
8. adjustments to salary as prescribed in the Central Agreement for the 2020-2021 year as well as retroactive payment for salary from September 1, 2019 shall be made no later than 45 days from the ratification of the Local Agreement, subject to arrangements agreed to between the parties regarding those members on statutory leaves.
9. The updated collective agreement document shall be posted to Docushare within 2 weeks of being proofed by the Bargaining Unit.

Signed this 17th day of February 2021, at Timmins Ontario.

For the Board:  Digitally signed by Lesleigh Dye
Date: 2021.02.26 08:31:05
-05'00'

For the Union:

COLLECTIVE AGREEMENT

BETWEEN

**DISTRICT SCHOOL BOARD
ONTARIO NORTH EAST**

AND

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

September 1, 2019 – August 31, 2022

CONSISTING OF:

PART A – CENTRALLY AGREED TERMS

PART B – LOCALLY AGREED TERMS

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

- ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

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

- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

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

C5.4 Referral to the Committee:

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

C5.5 Voluntary Mediation

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

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

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

C7.00 BENEFITS

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

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

C7.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

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

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

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

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

C7.3 Funding

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

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

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.

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

C7.5 Benefits Committee

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

C7.6 Privacy

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

C7.7 Benefits not provided by the OSSTF ELHT

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

C7.8 Benefits for Daily Occasional Teachers

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

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

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

C7.9 Payment in Lieu of Benefits

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

C7.10 WSIB Top-Up

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

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

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

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

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

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

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

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

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

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

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

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

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

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

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

g) Administration

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

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

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

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

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

C14.00 E-LEARNING

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

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

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

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

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

Date of Assessment:
dd mm yyyy

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

PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

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

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

**LETTER OF AGREEMENT #1
BETWEEN**

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

**LETTER OF AGREEMENT #2
BETWEEN**

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

**LETTER OF AGREEMENT #3
BETWEEN**

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

AND

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

RE: Central Items That Modify Local Terms

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

1. Certification Group/Category Rating Statement Provider

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

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

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

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

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

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

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

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

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

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

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

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

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

**LETTER OF AGREEMENT #5
BETWEEN**

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

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

**LETTER OF AGREEMENT #6
BETWEEN**

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

**LETTER OF AGREEMENT #7
BETWEEN**

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

**LETTER OF AGREEMENT #8
BETWEEN**

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

AND

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

RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

**LETTER OF AGREEMENT #9
BETWEEN**

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

AND

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

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

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

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

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

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

**LETTER OF AGREEMENT #10
BETWEEN**

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

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

The intent of the Model is to;

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

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

**LETTER OF AGREEMENT #12
BETWEEN**

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

AND

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

RE: E-Learning Implementation Committee

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

LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

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

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s

most recent yearly statement for the year ending no later than August 31, 2015.

d. The Trust shall retain rights to the data and the copy of the software systems.

4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.

4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.

4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.

4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

- a. If available, the paid premiums or contributions or claims costs of each group; or
- b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated.

Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

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

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for

any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

5.2.0 Board of Trustees' Responsibilities

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

- e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

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

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

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

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

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

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

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

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

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

3. Short Term Paid Leaves

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

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

4. Retirement Gratuities

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

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]

PART B – LOCALLY AGREED TERMS

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Preamble

Except as specifically provided herein, the words and phrases used in this Agreement shall be ascribed the meaning provided for in the Education Act as amended from time to time, and the Regulations thereto and shall be interpreted consistently with the provisions of the said Statutes and Regulations.

ARTICLE 1 - DEFINITIONS

- 1.01** **BARGAINING UNIT** shall be defined as the Teacher Bargaining Unit, District 1, Ontario North East, of the Ontario Secondary School Teachers' Federation (OSSTF).
- 1.02** **BOARD** or **EMPLOYER** shall be defined as District School Board Ontario North East.
- 1.03** **CAMPUS** shall be defined as an alternate work site associated with a school, including but not limited to, PACE, and all Section 23 locations.
- 1.04** **COMBINED CLASS** shall be defined as a class having multi-grade and/or multi-level courses assigned within a single period.
- 1.05** **CONTINUING EDUCATION TEACHER** means a Teacher employed to teach an education course or class established in accordance with the regulations for which membership in the Ontario College of Teachers is required by the regulations.
- 1.06** **CREDIT** is granted in recognition of completion of a course within the time stipulated by the Ministry of Education and Training for the granting of a credit.
- 1.07** **DAY** shall be defined as school day unless otherwise indicated.
- 1.08** **DEPARTMENT HEAD** shall be defined as a Teacher who has been appointed to be in charge of an **organizational** unit.
- 1.09** **DISCIPLINE** shall be defined as a suspension without pay, loss of pay for disciplinary purposes, or a letter of reprimand from the Board or Supervisory Officer or Principal or Vice Principal, or a letter of reprimand which is copied to a Supervisory Officer or the Teacher's Personnel File or to the Teacher.
- 1.10** **DISPLACEMENT** shall be defined as the transfer of the most junior Teacher who is not declared redundant, to a vacancy in a school or entity which was created by the declaration of redundancy.
- 1.11** **ENTITY** shall be defined as:
- a. École Secondaire Cochrane High School and Iroquois Falls Secondary School
 - b. Englehart High School and Timiskaming District Secondary School
 - c. Roland Michener Secondary School and Timmins High and Vocational School
 - d. Hearst High School
 - e. Kapuskasing District High School
 - f. Kirkland Lake District Composite School

- 1.12** **GRIEVANCE** shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning this Collective Agreement.
- 1.13** **OCCASIONAL TEACHER** shall be defined as a member of the OSSTF District 1 Occasional Teacher Bargaining Unit.
- 1.14** **ORIGINATING SCHOOL** shall be defined as the school, including any campuses, from which a Teacher has been transferred voluntarily, transferred, displaced, declared redundant, or been granted a leave of absence.
- 1.15** **OSSTF** shall be defined as the Ontario Secondary School Teachers' Federation.
- 1.16** **PARTY** shall be defined as either the Bargaining Unit or the Board.
- 1.17** **PERIOD** shall be defined as the block of time or time allocation required by the Ministry of Education and Training for one credit.
- 1.18** **PREDECESSOR BOARDS** shall be defined as Cochrane – Iroquois Falls, Black River – Matheson Board of Education, Hearst Board of Education, Kapuskasing-Smooth Rock Falls and District Board of Education, Kirkland Lake Board of Education, Timiskaming Board of Education, and Timmins Board of Education.
- 1.19** **REDUNDANT TEACHER** shall be defined as one who is in excess of the projected staffing allocation in the system.
- 1.20** **SCHOOL** shall be defined as a secondary school which includes Ecole Secondaire Cochrane High School, Englehart High School, Hearst High School, Iroquois Falls Secondary School, Kapuskasing District High School, Kirkland Lake District Composite School, Roland Michener Secondary School, Timiskaming District Secondary School, and Timmins High and Vocational School.
- 1.21** **SCHOOL DAY** shall be defined as an instructional day, Professional Activity day, Professional Development day, or examination day.
- 1.22** **SEMESTER** shall be defined as approximately half the instructional days including any examination, Professional Development, or Professional Activity days of the school year.
- 1.23** **SENIORITY** shall be the length of continuous service with the District School Board Ontario North East or a Predecessor Board as a Bargaining Unit (OSSTF) Teacher from the first day worked after being hired.
- 1.24** **SPOUSE** shall be defined as the legally married spouse of the Teacher, a same-sex partner or a person who cohabits with the Teacher in a common-law relationship.
- 1.25** **STUDENT CONTACT** shall be defined as a Teacher having contact with one student in one credit in one semester or equivalent. Portions of this will be recognized for partial credit.
- 1.26** **SUPERVISION** shall be defined as duties carried out in assigned time.
- 1.27** **SURPLUS TEACHER** shall be defined as one who is in excess of the staff complement adopted by the Board for an Entity.

- 1.28** **SYSTEM** shall be defined as all secondary schools under the jurisdiction of the Board.
- 1.29** **TEACHER** shall be defined as a member of the Teacher Bargaining Unit.
- 1.30** **VACANCY** is defined as a position left vacant as a result of the promotion, secondment, transfer, retirement, resignation or death of a Teacher.

ARTICLE 2 - PURPOSE AND EFFECTIVE PERIOD

- 2.01** It is the intent and purpose of the Parties to this Agreement:
- 2.01.1** to maintain the existing harmonious relations between the Board and the Bargaining Unit;
 - 2.01.2** to recognize the mutual value of joint discussions in all matters referred to in this Collective Agreement; and
 - 2.01.3** to set forth harmoniously the conditions of employment together with the salaries and the allowances which govern the Teachers who are covered by the Agreement;
 - 2.01.4** to provide for the prompt and fair disposition of grievances;
 - 2.01.5** to encourage effectiveness in the operation of our schools.
- 2.02** The Collective Agreement becomes effective upon ratification by both parties and shall remain in effect from September 1, 2019 to August 31, 2022.
- 2.03** Notwithstanding the period of notice stipulated in Section 59 of The Labour Relations Act, either Party may notify the other within the period of one hundred and eighty (180) days prior to the termination date of the Collective Agreement that it desires to negotiate the renewal, with or without modifications, of this Collective Agreement.
- 2.04** Any amendment to or variation in procedures specifically set out in the terms of the Collective Agreement shall be in writing and by mutual consent of the Board and the Union.
- 2.05** There shall be no strike or lock-out during the term of this Agreement. The terms “strike” and “lock-out” shall be as defined in the Ontario Labour Relations Act.
- 2.06** The ratified Collective Agreement shall be posted on DocuShare within two weeks of being proofed by the Bargaining Unit.

ARTICLE 3 - RECOGNITION

- 3.01** The Employer recognizes the Ontario Secondary School Teachers’ Federation (“OSSTF”) as the exclusive bargaining agent authorized to negotiate on behalf of its members employed to teach by the District School Board Ontario North East and assigned as Teachers to one or more secondary schools or to perform duties in respect of such schools all or most of the time.

- 3.02** The Employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of OSSTF.
- 3.03** The Employer recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor, or duly authorized representative to assist, advise, or represent Teachers in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.04** The Bargaining Unit recognizes the right of the Employer to consult with their professional management and to obtain other such additional outside assistance as the Employer considers appropriate.
- 3.05** The Employer further recognizes the right of OSSTF to represent a Teacher at any meeting when corrective counselling or formal discipline is being administered or a meeting where there is a reasonable possibility of disciplinary action being taken.

ARTICLE 4 - STATUTORY RESPONSIBILITY

- 4.01** The Employer agrees to abide by the Education Act, the Employment Standards Act, the Ontario Human Rights Code, and any other prevailing statutes governing education and employment in Ontario, and all regulations thereunder.

ARTICLE 5 - REASONABLE EXERCISE OF RIGHTS

- 5.01** The Employer and the Bargaining Unit agree that their rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable, non-discriminatory, and consistent with the Collective Agreement and the prevailing statutes.

ARTICLE 6 - WORKLOAD

- 6.01** [Teaching Assignment](#)
- 6.01.1** Each full-time Teacher will be assigned core responsibilities of 6 periods out of 8 periods.
- 6.01.2** No Teacher identified under 6.01.1 shall be assigned more than 3 periods per day per semester. Of the 3 periods of eligible programs, no more than 2 half-credit courses may be assigned without the mutual consent of the Principal, the Teacher and the Bargaining Unit President or designate.
- 6.01.3** Notwithstanding Article 6.01.2 the In-School Staffing Committee may consider and approve special program (e.g. 4-credit packages) needs in reviewing instructional assignments. Such assignments shall require the consent of the Teacher.
- 6.01.4** Of the 6 periods assigned, no more than two (2) non-semestered, year-long 1.0 credit courses may be assigned without the mutual consent of the Principal, the Teacher and the Bargaining Unit President or designate.

6.02 Additional Professional Assignments (APA)

- 6.02.1 Each full-time Teacher may also be assigned up to the following maxima of “Additional Professional Assignments” which includes some combination of on-calls, supervisions, student mentoring and/or Teacher mentoring based on seventy-five (75) minute periods as outlined below:

Additional Professional Assignments

# of Periods Assigned	FTE Status	Half-periods of on-calls, Supervision, Student/Teacher Mentoring
1	0.167	9
2	0.333	19
3	0.5	28
4	0.667	37
5	0.833	47
6	1	56

- 6.02.2 Teachers may be assigned a maximum of 27 on-calls per school year.
- 6.02.3 Workload, on-call, supervision and mentorship duties assigned to part-time Teachers shall be prorated in accordance with the ratio that the Teacher’s entitlement bears to that of a full-time Teacher as outlined in 6.02.1.
- 6.02.4 All on-calls, supervision and mentoring shall be equitably assigned and performed within the instructional day. To be clear, the Principal may assign hall/bus supervision before the start of classes and after the end of classes. Any scheduling of on-calls/supervision and mentoring performed outside of the instructional day shall be with the consent of the Teacher affected, the Principal, and the Bargaining Unit President or designate.
- 6.02.5 Supervision may include supervision required during the lunch period, before school, study hall and after school bus supervision.
- 6.02.6 On-call, supervision and mentorship assignments will be for no more than one-half (1/2) period.
- 6.02.7 A Teacher will not be assigned more than two (2) on-calls or supervisions in one week. Such assignments shall be equitably timetabled and performed within the instructional day.
- 6.02.8 Except in the case of an emergency situation, Teachers shall be notified of any on-call assignments a minimum of 30 minutes prior to the commencement of regularly scheduled classes. It is understood that a message in the Teacher’s mailbox or an email message constitutes notification.
- 6.02.9 Emergency shall be defined as an unforeseen circumstance occurring during that school day.
- 6.02.10 Supervision time will be equitably allocated.
- 6.02.11 Supervision, or on-calls may be blocked in consultation with the Branch President or designate.

- 6.02.12 A Teacher who has completed two (2) on-calls or supervisions in the week may be assigned an on-call or a supervision in an emergency situation which arises during that School Day; such on-call or supervision will count towards the total number of on-calls or supervisions.
- 6.02.13 Teachers who have physical education qualifications noted on their Ontario Teacher's Qualifications Record Card may be assigned supervision of a gymnasium during the supervision specified in 6.02.
- 6.02.14 Notwithstanding 6.02.13, by mutual consent, a Teacher may agree to supervision of a gymnasium during the supervision specified in 6.02.
- 6.02.15 No Teacher shall be assigned on-calls in any Technological Studies, Family Studies, or Science courses with the expectation of delivering practical instruction.
- 6.02.16 Records of on-calls and supervision assignments will be kept, and will be reviewed by the Branch President or designate and the Secondary Schools Staffing Committee. The records shall be made available, five times per year, upon request by the Branch President or designate.

6.03 **Class Size**

- 6.03.1 The Principal, in consultation with the Branch President or designate, shall determine the deployment of teaching staff to program using the school's allocation to classroom, Services classes, guidance, library and special education. This shall be accomplished in ways which meet the needs of students in the school. The following Class Size maximums shall also be met by the end of the fourth week of each semester:

Effective September 1, 2019

6.03.1.1 Academic/University	29
6.03.1.2 Open/University-College/College	26
6.03.1.3 Applied/Workplace	24
6.03.1.4 Technical (Construction/Manufacturing/Transportation)	20
6.03.1.5 Essential (Locally Developed)	15
6.03.1.6 Co-operative Education	20

- 6.03.2 Notwithstanding 6.03.1, individual classes may exceed the maximum by no more than 15%, provided that the Teacher's aggregate maximum for the semester does not exceed the maxima by 5%.
- 6.03.3 The length of the school day shall not exceed seven and one-half (7 ½) hours. This does not preclude a Teacher's voluntary participation in school extra-curricular activities.

6.04 **Dual Credit Courses**

A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions in the Board pursuant to this Collective Agreement and/or any class-size regulation.

6.05 **Other Workload**

- 6.05.1 No teacher shall be assigned administrative duties normally performed by management except as per Article 24 (Short Term Replacement of a Principal or Vice-Principal).

- 6.05.2 Each Teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the hours of 10:45 AM and 2:00 PM.
- 6.05.3 No Teacher shall be assigned more than 150 consecutive minutes of instructional time and/or supervision without a minimum ten (10) minute break.
- 6.05.4 Extra-curricular activities are voluntary and the Board agrees to continue to regard such activities as voluntary. Extra-curricular activities shall not be assigned to any Teacher.
- 6.05.5 Time during the school day not assigned in accordance with 6.01 and 6.02 shall be available to the Teacher for preparation and marking.
- 6.05.6 During examination days, Teachers who are not assigned to supervise examinations may mark examinations at home, but must be accessible by telephone to the Principal and be able to return to School to assist students during regular school hours.
- 6.06** **Blended Courses/Classrooms**
- 6.06.1 Blended classes are taught live by a Teacher in their home School. Students in the home school attend the live classroom while students in the connected School(s) attend online at the same time.
- 6.06.2 Blended class sizes will follow those listed in 6.03.
- 6.06.3 The Board shall not make recordings of Teachers teaching blended classroom courses without the Teacher's consent.

ARTICLE 7 - E-LEARNING

- 7.01** A class enrolled in a course for a secondary school credit, delivered in whole or in part through electronically delivered curriculum, shall be subject to the provisions as outlined in Article 6 (Workload). Student FTE assigned to such classes shall be used to generate the FTE Teachers within the Bargaining Unit.
- 7.02** All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking electronically delivered credit courses shall be the responsibility of the Teacher assigned to the electronic classroom.
- 7.02.1 A Teacher teaching electronically delivered courses shall work the same Days as any other classroom Teacher, and shall not be expected to extend into non-school hours.
- 7.02.2 A Teacher teaching electronically delivered courses shall be attached to a School for staffing purposes.
- 7.02.3 A Teacher teaching electronically delivered courses shall have a timetable that includes APA's, preparation time and a lunch period.
- 7.03** A Teacher teaching electronically delivered courses shall be assigned a work location in the Teacher's secondary school.
- 7.03.1 E-learning courses shall not be combined with regular day school courses.

- 7.04** A Teacher teaching electronically delivered courses to students in another location shall correspond with students only through a Board server. The Board shall supply the Teacher with an email address.
- 7.05** A Teacher teaching electronically delivered courses shall report to school board personnel only and shall be evaluated by a principal or vice-principal and/or a supervisory officer employed by the Board.
- 7.06** A Teacher teaching electronically delivered courses shall be subject to the workload provisions set out in Article 6 (Workload).
- 7.07** The Board shall not make recordings of Teachers teaching courses by electronically delivered curriculum without the Teacher's consent.
- 7.08** The Board agrees to provide the Bargaining Unit President or designate with information pertaining to enrolment, staffing and the credit courses offered by electronically delivered curriculum.

ARTICLE 8 - GRID PLACEMENT

- 8.01** No newly hired Teacher will be placed at a salary level different than that being paid to a Teacher of the incumbent staff having the same or equal certification rating, qualifications, experience and responsibility.
- 8.02** A Teacher who qualifies for a change in category by reason of improved qualifications shall receive the appropriate differential amount of salary as outlined in Article 8 (Grid Placement).
- 8.03** In order to receive retroactive pay to September in any school year for a change in category or allowances, a Teacher must:
- 8.03.1 Have successfully completed the necessary course requirements for change by August 31 preceding the school year,
- 8.03.2 Have notified the Board, in writing by December 1st of the school year that he/she has applied or will be applying for a certification rating statement, indicating the category change expected; and
- 8.03.3 Have submitted the necessary category rating statement to the Board by May 31 of the school year.
- 8.04** In order to receive retroactive pay to January 1, in any school year for a change in category or allowances, a Teacher must:
- 8.04.1 Have successfully completed the necessary course requirements for the change by December 31 of the school year;
- 8.04.2 Have notified the Board, in writing by February 28 of the school year that he/she has applied for or intends to apply for a certification rating statement, indicating the category change expected; and
- 8.04.3 Have submitted the necessary category rating statement to the Board by May 31 of the school year.

- 8.05** Where, if applicable, no proof of category is submitted, the Teacher will be placed in Category 1, until an original Qualifications Evaluation Council of Ontario (QECO) Statement of Evaluation is submitted.
- 8.05.1** Should any delay in obtaining the documentation required in accordance with articles 8.03 and 8.04 be caused by the Qualifications Evaluation Council of Ontario (QECO), or the College of Teachers, all relevant correspondence may be forwarded to the Director of Education or designate with a request for special consideration. Correspondence should demonstrate that the Teacher took all necessary steps to obtain the required documentation in a timely manner.
- 8.05.2** The granting of any special request for an exception to the foregoing shall be at the sole discretion of the Director of Education or designate.
- 8.06** Category definitions shall be those set out in the current Qualifications Evaluation Council of Ontario (QECO) Certification Regulations. In order to receive salary beyond the Category 1 Level, an original QECO Statement of Evaluation must be submitted. Future amendments to the QECO Certification Regulations, which are approved by OPSBA and agreed to by the Board, will become effective the following school year. Nothing in this provision shall be construed to give it retroactive salary application. OSSTF Certification Rating Statements prior to 2021 will be honoured.

ARTICLE 9 - SALARY SCHEDULE AND ALLOWANCES

9.01 Salary Grids:

Effective September 1, 2019

1% Increase

Step	1	Bi-Wkly	2	Bi-Wkly	3	Bi-Wkly	4	Bi-Wkly
0	49,546.17	1,905.6221	51,350.22	1,975.0087	55,823.81	2,147.0696	58,851.58	2,263.5222
1	52,336.08	2,012.9260	54,375.13	2,091.3510	59,427.61	2,285.6774	62,707.57	2,411.8297
2	55,127.41	2,120.2850	57,397.16	2,207.5831	63,029.98	2,424.2300	66,569.30	2,560.3577
3	57,914.44	2,227.4786	60,422.06	2,323.9254	66,640.95	2,563.1133	70,425.29	2,708.6652
4	60,701.48	2,334.6723	63,444.09	2,440.1575	70,250.48	2,701.9415	74,281.29	2,856.9727
5	63,498.55	2,442.2517	66,466.13	2,556.3896	73,852.85	2,840.4941	78,144.45	3,005.5558
6	66,282.71	2,549.3352	69,485.30	2,672.5114	77,465.24	2,979.4325	82,000.45	3,153.8633
7	69,076.91	2,656.8044	72,514.50	2,789.0191	81,071.91	3,118.1504	85,860.74	3,302.3362
8	71,865.38	2,764.0532	75,532.23	2,905.0858	84,675.71	3,256.7582	89,718.17	3,450.6988
9	74,652.42	2,871.2468	78,554.27	3,021.3179	88,288.11	3,395.6966	93,574.16	3,599.0063
10	77,440.89	2,978.4956	81,582.03	3,137.7705	91,891.91	3,534.3043	97,433.03	3,747.4240
11	81,282.55	3,126.2520	84,664.25	3,256.3173	95,497.15	3,672.9672	101,293.32	3,895.8969

Effective September 1, 2020

1% Increase

Step	1	Bi-Wkly	2	Bi-Wkly	3	Bi-Wkly	4	Bi-Wkly
0	50,041.64	1,924.6783	51,863.73	1,994.7587	56,382.05	2,168.5403	59,440.09	2,286.1574
1	52,859.44	2,033.0553	54,918.88	2,112.2645	60,021.89	2,308.5341	63,334.65	2,435.9480
2	55,678.68	2,141.4878	57,971.13	2,229.6589	63,660.28	2,448.4723	67,234.99	2,585.9612
3	58,493.59	2,249.7534	61,026.28	2,347.1646	67,307.35	2,588.7444	71,129.55	2,735.7518
4	61,308.49	2,358.0190	64,078.54	2,464.5590	70,952.98	2,728.9609	75,024.10	2,885.5424
5	64,133.53	2,466.6743	67,130.79	2,581.9535	74,591.37	2,868.8990	78,925.89	3,035.6113
6	66,945.54	2,574.8285	70,180.15	2,699.2365	78,239.90	3,009.2268	82,820.45	3,185.4019
7	69,767.68	2,683.3724	73,239.64	2,816.9093	81,882.63	3,149.3320	86,719.35	3,335.3595
8	72,584.04	2,791.6937	76,287.55	2,934.1367	85,522.47	3,289.3258	90,615.35	3,485.2058
9	75,398.94	2,899.9593	79,339.81	3,051.5311	89,170.99	3,429.6536	94,509.91	3,634.9964
10	78,215.29	3,008.2805	82,397.85	3,169.1482	92,810.83	3,569.6474	98,407.36	3,784.8983
11	82,095.38	3,157.5145	85,510.89	3,288.8805	96,452.12	3,709.6968	102,306.25	3,934.8559

Effective September 1, 2021

1% Increase

Step	1	Bi-Wkly	2	Bi-Wkly	3	Bi-Wkly	4	Bi-Wkly
0	50,542.05	1,943.9251	52,382.36	2,014.7063	56,945.87	2,190.2257	60,034.49	2,309.0190
1	53,388.03	2,053.3858	55,468.07	2,133.3871	60,622.11	2,331.6195	63,967.99	2,460.3075
2	56,235.47	2,162.9027	58,550.84	2,251.9555	64,296.88	2,472.9570	67,907.34	2,611.8208
3	59,078.53	2,272.2510	61,636.54	2,370.6363	67,980.43	2,614.6319	71,840.84	2,763.1093
4	61,921.58	2,381.5992	64,719.32	2,489.2046	71,662.51	2,756.2505	75,774.34	2,914.3978
5	64,774.87	2,491.3410	67,802.10	2,607.7730	75,337.29	2,897.5880	79,715.15	3,065.9674
6	67,615.00	2,600.5768	70,881.95	2,726.2289	79,022.30	3,039.3191	83,648.65	3,217.2559
7	70,465.36	2,710.2062	73,972.04	2,845.0784	82,701.46	3,180.8253	87,586.54	3,368.7131
8	73,309.88	2,819.6106	77,050.43	2,963.4781	86,377.69	3,322.2190	91,521.50	3,520.0578
9	76,152.93	2,928.9589	80,133.21	3,082.0464	90,062.70	3,463.9501	95,455.00	3,671.3463
10	78,997.45	3,038.3633	83,221.83	3,200.8397	93,738.94	3,605.3438	99,391.43	3,822.7473
11	82,916.33	3,189.0896	86,366.00	3,321.7693	97,416.64	3,746.7938	103,329.32	3,974.2044

9.01.1 The annual increment structure is set out in 9.01. The effective date for all increment changes shall be the first day of September in each year.

9.02 The salary of a part-time Teacher shall be calculated in accordance with the following formula:

$$S = (G + M) \times D/Y \times FTE$$

S = Salary

G = Grid Salary (including 9.04 and 9.05)

M = Allowances for Degrees (if applicable)

D = Number of School Days employed in the semester

Y = Number of School Days in a school year

FTE = Teacher's full-time equivalent status (as per 6.01.1)

9.03 Credit for Elementary and Secondary Teaching Experience

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

- 9.03.2 Experience on contract less than a complete year shall be pro-rated as a decimal of a year, correct to one decimal place, computed as: Number of school days of experience divided by number of school days in school year, accumulated at the end of each school year.
- 9.03.3 When accumulated experience equals or exceeds 0.6, placement on the salary schedule shall be at the next year of experience the following September.
- 9.03.4 When accumulated experience is less than 0.6, placement on the salary schedule shall be at the grid position for the full number of years of experience plus the decimal equivalent of experience times the grid interval. For example, 4.2 years shall be grid salary for 4 years plus 0.2 x (grid interval between 4 years and 5 years in the appropriate category).
- 9.03.5 Part-time teaching experience will be pro-rated as a decimal of full-time teaching.
- 9.03.6 When in the judgement of the Director of Education or designate, other teaching experience as deemed valid equivalent of teaching experience in Secondary and/or Elementary schools in Ontario, the allowance shall be set in accordance with the grids set forth in 9.01 and the Bargaining Unit shall be notified.
- 9.04** [Related Industrial or Trade Experience](#)
- 9.04.1 Related Industrial or Trade Experience above the requirements for entrance to an Ontario Faculty of Education shall be paid as per grid to a maximum of seven (7) years. Six (6) months or more experience will count as a full year with the seven (7) year maximum without retroactivity of payment.
- 9.05** [Business and Professional Experience](#)
- 9.05.1 Business and Professional Experience either acquired after graduation from a university or other acceptable post-secondary school of learning, or acquired above requirements for entrance to an Ontario Faculty of Education shall be as per grid to a maximum of seven (7) years. Six (6) months or more experience will count as one (1) year within the seven (7) years maximum without retroactivity of payments.
- 9.06** [Documentation](#)
- 9.06.1 The onus shall be on a newly hired Teacher to produce verification of the types of experience set forth in sections 9.04 and 9.05 within four (4) months of the effective date of hiring.
- 9.06.1.1 At the point of hiring, the Board shall inform each newly hired Teacher of the necessity of producing the verification set forth in 9.06.1.
- 9.07** [Records](#)
- 9.07.1 Upon hiring a Teacher, the Board shall inform the Teacher how to access their Collective Agreement on DocuShare.
- 9.07.2 The Board shall provide to the Teacher a statement which indicates for each type of allowance granted:
- 9.07.2.1 The total number of years and/or part-years accepted by the Board at the time of hiring and the dollar rate per year that was granted and

- 9.07.2.2 The total number of years and/or part-years documented by the Teacher under each type of allowance whether granted or not.
- 9.07.3 The Board shall send Teachers a written acknowledgement of any changes in qualifications.
- 9.07.4 The Board may not reduce the allowance as specified in 9.04 and 9.05 once a Teacher is hired or first given an assignment. Allowances for experience will in no way pierce the grid maximum category.
- 9.08** **Department Heads (Positions of Added Responsibility)**
- 9.08.1 A Teacher appointed to a Department Head position shall hold Specialist Qualifications in at least one of the areas of the organisational unit. Should no Teacher hold the required Specialist Qualification, the Teacher appointed shall obtain such qualifications within one school year. Should the appointed Teacher fail to obtain the required Specialist Qualification after one school year, the position will be re-posted.
- 9.08.2 A Teacher in a Department Head position must have at least one permanent section per semester at that School on their timetable.
- 9.08.2.1 In the event that no permanent Teacher applies for the position, a Teacher at the School in an LTO assignment may apply for the position. It is understood that the Department Head position held by the LTO Teacher will end upon the completion of their LTO assignment.
- 9.08.3 **Interviews**
- An Interview Team of at least two persons, who shall be Superintendents, Secondary Principals or Vice Principals, shall conduct the interviews for positions of Department Heads.
- 9.08.4 **Term of Appointment**
- Each appointment for a Department Head position (Major and Minor Heads) shall have a term of three (3) years, beginning on August 31, 2020.
- 9.08.5 **Designation**
- The designation of the positions allotted to each School will be equitable and determined by the school Principal and Branch President, after consultation with the teaching staff. Final approval shall be made by the Regional Superintendent of Education.
- 9.08.6 There shall be the equivalent of twenty-four (24) Major Department Heads in Schools.
- 9.08.7 The Board may create extra Department Head positions. Consultation shall occur with the Bargaining Unit President or designate prior to such creation.
- 9.08.8 It is understood that two (2) Minor Department Heads equals one (1) Major Department Head.
- 9.08.9 A School shall have a minimum of one (1) Minor Department Head.

9.08.10

Department Head Allocation

9.08.10.1 The allocation of Department Heads shall be as follows:

School	Major Dept. Heads
École Secondaire Cochrane High School	1.5
Englehart High School	1.5
Hearst High School	0.5
Iroquois Falls Secondary School	1.5
Kapuskasing District High School	1.5
Kirkland Lake District Composite School	3.5
Roland Michener Secondary School	2.5
Timiskaming District Secondary School	5.5
Timmins High and Vocational School	5.5

9.08.10.2 Notwithstanding 9.08.10.1, given the distinct needs at PACE, there shall be one (1) distinct Minor Department Head at PACE as part of 9.08.6.

9.08.11 School principals may organize Schools using any combination of Department Heads (Major or Minor) providing it is in accordance with 9.08.8 and 9.08.10.1.

9.08.12 On or before June 30 of each year, the Superintendent of Business and Finance, will calculate the amount designated in the Grants for Student Needs for payment of the allowances to Major or Minor Department Heads in secondary schools for the following school year.

9.08.12.1 The number of Major Department Heads for the Board will be determined by dividing the amount of funding designated for department heads from the Grants for Student Needs by the allowance for a Major Department Head, rounded up to the nearest whole number for the 3-year cycle.

9.08.12.2 The allowance for a Major Department Head will be as follows:

September 1, 2019	\$4,250.14 (1% increase)
September 1, 2020	\$4,292.64 (1% increase)
September 1, 2021	\$4,335.57 (1% increase)

It can pierce the maximum applicable grid salary.

9.08.12.3 Minor Department Heads shall receive one half the allowance of Major Department Heads.

9.09 Board, Regional or District Positions

9.09.1 Board, Regional or District positions may be created. Examples of these positions are, but not limited to, coaches, leads, contacts, district SERT. These are positions that are not assigned to a specific school.

- 9.09.2 Each Teacher holding a District SERT position shall be paid the following allowance:
- | | |
|-------------------|--------------------------|
| September 1, 2019 | \$7,804.52 (1% increase) |
| September 1, 2020 | \$7,882.56 (1% increase) |
| September 1, 2021 | \$7,961.39 (1% increase) |
- 9.09.3 A Teacher at an alternate worksite who is in charge of alternative education (PACE) shall be paid 110% of category 4 maximum as outlined in 9.01.
- 9.10 Allowances for Degrees**
- 9.10.1 The allowance for a Master's Degree from an Ontario University or equivalent university shall be as outlined here below. It can pierce the maximum applicable grid salary.
- | | |
|-------------------|--------------------------|
| September 1, 2019 | \$1,383.70 (1% increase) |
| September 1, 2020 | \$1,397.54 (1% increase) |
| September 1, 2021 | \$1,411.51 (1% increase) |
- 9.11 Allowance for Additional Qualifications**
- 9.11.1 Effective Sept.1/2017, the Board shall provide \$360 upon successful completion of any additional qualifications (AQ/ABQ/Masters) course. This allowance applies once per completed course and once per school year. It is understood that to qualify for this funding, approval must be granted by the Director of Education or designate.
- 9.12 Conferences**
- 9.12.1 The Board shall reimburse the Teacher for all reasonable expenses, in accordance with Board policy, connected with any educational or teaching conferences, conventions, workshops or courses attended by the Teacher at the request of the Board.
- 9.13 Alternative Education**
- 9.13.1 Alternate and Adult Education Teachers who teach in regular classes are to be paid in accordance with 9.01.
- 9.14 Summer School**
- 9.14.1 Summer School Teachers are to be paid at the rate of per hour of 1/1000 minimum of Category 2 as specified in 9.01.
- 9.15 Independent Study**
- 9.15.1 Teachers who teach by independent study shall be paid at the rate of per hour of 1/1000 minimum of Category 2 as specified in 9.01.
- 9.16 Night School**
- 9.16.1 Teachers who teach at night school shall be paid at the rate of per hour of 1/1000 minimum of Category 2 as specified in 9.01.
- 9.17 Continuing Education**
- 9.17.1 Teachers who teach continuing education credits shall be paid at the rate of per hour of 1/1000 minimum of Category 2 as specified in 9.01. It is understood Continuing Education Teachers do not qualify for insured benefits as outlined in Article 12 (Benefits).

9.18 Correspondence (ILC)

9.18.1 Teachers who mark correspondence courses shall be paid according to the following:

	Sept. 1 2019	Sept. 1 2020	Sept. 1 2021
9.18.1.1 20 lessons (grades 9 & 10)	\$12.01	\$12.13	\$12.25
9.18.1.2 20 lessons (grades 11 & 12)	\$16.81	\$16.98	\$17.15
9.18.1.3 Mid-term and final exams	\$31.45	\$31.53	\$31.85

ARTICLE 10 - METHOD OF PAYMENT

10.01 Full-time Teachers, part-time Teachers and Teachers on reduced assignment who are allocated an equal number of periods in each semester shall be paid their annual salary in equal instalments every second Thursday between September 1 and August 31. This is usually 26 pay periods, but on occasion will correspond to 27 pay periods.

10.02
10.02.1 Part-time Teachers and Teachers on reduced assignments who are allocated periods in only one semester shall be paid in equal payments on the same dates as full-time Teachers during that semester.

10.02.2 Part-time Teachers and Teachers on reduced assignments shall have the option to be paid their annual salary in equal payments on the same dates as the full-time Teachers during the school year providing that some of their teaching duties are in the first semester.

10.02.3 For a part-time Teacher, salary, sick leave allocation and any other entitlements that are not specified in other provisions of this Collective Agreement shall be prorated in the ratio that the Teacher's assignment bears to a full-time assignment of 6.0 classes and 0.67 equivalent programs not to exceed 1250 minutes.

ASSIGNMENT	FTE STATUS
1 class	17%
2 classes	33%
3 classes	50%
4 classes	67%
5 classes	83%
6 classes	100%

10.03 Where a Teacher works only a part of the school year, the Teacher shall be paid a salary in the proportion that the number of days which the Teacher works bears to the total number of work days in the school year.

10.04 Teachers taking any approved leave of absence shall have the option of receiving any salary owing up to the last day worked as a lump sum payment or equal payments during the summer months as per the pay schedule. A Record of Employment (ROE) will be issued after the last payment.

10.05 Retroactive pay as a result of change in category or change in teaching assignment or promotion or resolution of grievance(s) or the signing of a memorandum of agreement shall be paid to the Teacher(s) within forty-five (45) calendar days.

- 10.06** Teachers who leave the employ of the Board will be paid any salary owing up to the last day worked.
- 10.07** Payment by each Teacher for statutory deductions and benefits determined by the Bargaining Unit shall be made in equal deductions.
- 10.08** Unless unforeseen circumstances occur, the Board shall provide the pay information slip to each Teacher at least one day prior to the day on which the direct deposit of the pay is made.
- 10.09** Each time there is a change in pay calculations (due to category change, FTE change, mid-year leave or return from leave, mid-year resignation or retirement), Teachers shall be provided with a copy of the calculation indicating how their new pay has been calculated, with the exception of the annual incrementing process.
- 10.10** For the purposes of reporting hours worked for Employment Insurance (EI), the Board shall record each full work day as 8 hours worked.
- 10.11** **OSSTF Dues**
- 10.11.1** On each pay date on which a Teacher is paid, the Board shall deduct from each Teacher the OSSTF dues. The amounts shall be determined by OSSTF in accordance with its constitution and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- 10.11.2** The OSSTF dues deducted in 10.11.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Teachers, their Social Insurance Number, annual salary, salary for the period, and the amounts deducted.
- 10.11.3** Dues specified by the Bargaining Unit no later than June 30 of the preceding school year, if any, shall be deducted on each pay date and remitted to the Treasurer of OSSTF District 1 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Teachers, their Social Insurance Number, annual salary, salary for the period, and the amounts deducted.
- 10.11.4** OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE 11 - PD FUND

- 11.01** Effective Sept.1 2017, the Board shall provide the Bargaining Unit with \$25,000 annually to be used at the Bargaining Unit's discretion to fund Teacher-initiated professional development opportunities.

ARTICLE 12 - BENEFITS

- 12.01** The Board shall assume the costs and administration of statutory benefits for all Teachers.

- 12.02** The Board will notify OTIP for all newly hired Teachers, to allow them to register in the benefits plan.
- 12.03** [Long Term Disability \(LTD\) Insurance Plan](#)
- 12.03.1 All Teachers shall participate in the Long Term Disability Insurance as a condition of employment subject to the terms of the OSSTF LTD plan administered by OTIP.
- 12.03.2 One hundred percent of the premium for the Long Term Disability plan shall be paid by the Teacher.
- 12.03.3 The Board neither is the policyholder of the Long Term Disability contract nor shall be liable should a claim for Long Term Disability be denied. To be clear, differences arising under the LTD contract are not capable of being differences between the parties and cannot, therefore, be the subject matter of a grievance.

ARTICLE 13 - LEAVES OF ABSENCE

- 13.01**
- 13.01.1 When a Teacher is granted a leave of absence for a period of two (2) years or less, the Teacher shall return to the teaching staff at the same position he/she left provided it still exists. Otherwise he/she may return to an alternate position for which he/she is qualified at the discretion of the Board in consultation with the Bargaining Unit President and the Principal concerned. The provision applies only if during the leave of absence, the Teacher informs the Board by April 1 preceding the end of the leave of absence, of his/her decision to return to this educational system.
- 13.01.2 Notwithstanding 13.01.1, a Teacher on a leave of absence may request to extend the leave on or before April 1 preceding the end of the leave of absence.
- 13.01.3 When a Teacher is elected to political office (Federal or Provincial) or to Provincial office of OSSTF, he/she will be granted upon request a leave of absence. When the Teacher returns, he/she shall be given the first opportunity for a teaching position for which he/she is qualified in any secondary school under the jurisdiction of the Board where an opening exists, provided that by April 1 preceding the end of the leave of absence the Teacher informs the Board of his/her desire to return to this educational system.
- 13.01.4 Qualified teaching experience for the purposes of Article 9 (Salary Schedule and Allowances) will not accrue for a Teacher who is granted a leave of absence in accordance with 13.01.1 or 13.01.2.
- 13.01.5 A Teacher who has been granted a leave of absence according to 13.01.3 will be exempt from the provisions of this clause. When a Teacher is granted a leave of absence for a period of more than two (2) years, the Teacher shall be given the first opportunity for a teaching position for which he/she is qualified, in any secondary school under the jurisdiction of the Board where an opening exists, provided that by April 1 preceding the end of the leave of absence, the Teacher informs the Board of his/her decision to return to this educational system.
- 13.02** [Deductions from Sick Leave Allocation](#)
- 13.02.1 Absence over five (5) school days may be certified by a qualified chiropractor, medical or dental practitioner.

- 13.02.2 Notwithstanding 13.02.1, the Director of Education or designate may require, given reasonable grounds, a Teacher to submit a certificate for a period of absence fewer than five (5) days from a Board-designated medical practitioner.
- 13.02.3 The Board will pay the cost of any medical certificate from the Board's designated medical practitioner requested by the Board with reasonable grounds.
- 13.02.4 Deduction for absence because of illness, emotional or physical disability shall be calculated to the nearest quarter of a day.
- 13.03** **Absence Covered by Workplace Safety Insurance Board (WSIB)**
- 13.03.1 A Teacher shall have the right to use their sick leave allocation, on a pro-rated basis, to supplement their salary award by the Workplace Safety Insurance Board, provided that the combined sums do not exceed their regular salary for the period of the award.
- 13.04** **Leave for Medical Appointments**
- 13.04.1 Five (5) days per year shall be provided for absences for medical appointments and shall not be deducted from their sick leave allocation. These shall be calculated to the nearest quarter of a day.
- 13.05** **Bereavement and Serious Illness Leave**
- 13.05.1 Provided that the Teacher has given verbal notification to the Principal or designate prior to the taking of the leave, the Teacher will be granted absence from duty because of bereavement or serious illness in the Teacher's immediate family up to, but not exceeding five (5) school days on each occasion, with pay and benefits outlined in Article 12 (Benefits). For example, leave will be granted to accompany an immediate family member, suffering from a serious illness, to an out of town appointment/procedure with a medical specialist providing the Teacher submits a doctor's certificate attesting to the purpose of the visit.
- 13.06** **Compassionate Leave of Absence**
- 13.06.1 Compassionate leave is leave which is granted to a Teacher because of a crisis in the immediate family or a personal crisis. A leave of this nature will usually cover extraordinary circumstances that are beyond the individual member's control and which require that individual's personal and immediate attention.
- 13.06.2 Exclusive of absence due to sickness, the Board through the Director of Education or designate may grant Compassionate leave up to a maximum of five (5) days with pay and benefits under Article 12 (Benefits) for any individual request. Compassionate leave may be received consecutively and in addition to the number of days granted in 13.05.1.
- 13.07**
- 13.07.1 For the purpose of article 13.05 and 13.06, "immediate family" shall be defined as the Teacher's:
- spouse, fiancé(e)
 - child, son-in-law, daughter-in-law, sibling, brother-in-law, sister-in-law, grandchild, foster child, ward
 - parent, parent-in-law, grandparent, guardian, dependent family member
 - aunt, uncle, niece, nephew

13.07.2 However, there may be exceptional situations where the Teacher may be granted leave, subject to the approval of the Director of Education or designate.

13.08 Leave for Personal Business

13.08.1 Exclusive of absence due to sickness, the Board will grant three (3) personal leave days annually without loss of salary, experience, seniority, or benefits to a Teacher, upon request to the Principal.

13.08.2 Whenever possible, five (5) days notice shall be given.

13.08.3 Except for unusual circumstances, personal leave days shall not be used immediately preceding or immediately following school breaks – Christmas and March Break.

13.09 Leave for Examinations

13.09.1 Leave of absence for one day without loss of pay, experience, seniority, and benefits under Article 12 (Benefits) will be granted to a Teacher to write an examination, written to improve his/her professional or academic qualifications.

13.10 Yearly Leave for OSSTF Officers

13.10.1 Upon written application to the Board by the Bargaining Unit, the Board through the Director of Education or designate will grant leave for OSSTF Business.

13.10.2 The Bargaining Unit shall notify the Board of the names of Teachers to receive such OSSTF leave.

13.10.3 The Board shall hire Occasional Teachers to replace a Teacher on leave for OSSTF Business.

13.10.4 Provided the Board receives notification by May 31 in the preceding school year, the Board will grant leave for designated member(s) of the Bargaining Unit for OSSTF duties without reduction in pay, allowances, benefits, increment, experience, seniority, or sick leave allocation. The cost incurred of these long-term leaves will be borne by the Bargaining Unit who shall reimburse the Board at the cost of Category 2 minimum for two full-time equivalent Teachers. The balance of approved long-term leaves shall be reimbursed at the actual cost of salary and benefits.

13.10.4.1 The Bargaining Unit shall reimburse the Board for any additional salary allocations, as determined by the Bargaining Unit.

13.10.5 Leaves referred to above shall be without reduction in pay, allowances, benefits, increment, experience, seniority or sick leave allocation.

13.10.6 The Teacher(s) on leave for OSSTF Business shall retain all rights outlined in this Collective Agreement as though he/she/they were teaching full-time.

13.11 Leave for Grievance, Arbitration, and/or Mediation

13.11.1 All Teachers required for grievance, arbitration, and/or mediation shall be granted leave without reduction in pay, allowances, benefits, increment, experience, seniority, or sick leave allocation. The Board shall provide and the Bargaining Unit shall pay for Occasional Teachers to replace the said Teachers.

- 13.11.2 There shall be no reprisals of any kind taken against any person(s) because of participation in negotiations, grievance, arbitration, and/or mediation, or because of the carrying out of OSSTF duties.
- 13.12** **Other Leaves Requested by the Bargaining Unit**
- 13.12.1 All other Bargaining Unit requested leaves as approved by the Director of Education or designate shall be without reduction in pay, allowances, benefits, increment, experience, seniority, or sick leave allocation. The Board shall provide, and the Bargaining Unit shall pay for, Occasional Teachers to replace said Teachers. Approval of such leaves shall not unreasonably be withheld, provided advanced notice of at least one week is given when possible.
- 13.13** **Leave for the Birth of a Child**
- 13.13.1 A Teacher shall be granted a leave of two (2) days without loss of salary, benefits, experience or seniority upon the birth of the child.
- 13.14** **Emergency Leave**
- 13.14.1 If a Teacher is unavoidably detained due to unforeseen circumstances, the Board may grant an emergency leave without loss of salary, benefits, experience or seniority.
- 13.14.2 The Teacher shall notify the school of the delay as soon as reasonably possible.
- 13.15** **Inclement Weather**
- 13.15.1 A Teacher who is unavoidably detained or unable to report to work from their domicile because of inclement weather shall be granted leave without loss of salary, benefits, experience or seniority.
- 13.16** **Quarantine**
- 13.16.1 Leave with pay and without loss of benefits, experience or seniority shall be granted to a Teacher for a period of quarantine when declared by the Medical Officer of Health or designate.
- 13.17** **Other Paid Leaves**
- Any other paid leave may be granted at the sole discretion of the Director of Education or designate.

ARTICLE 14 - STATUTORY LEAVES OF ABSENCE

- 14.01** **Leave for Jury or Witness Duty**
- 14.01.1 Leave of absence shall be granted without deduction of salary, experience, seniority, and benefits under Article 12 (Benefits) when a Teacher is required to serve on a jury or as a subpoenaed witness in any proceeding.
- 14.02** **Pregnancy Leave**
- 14.02.1 Pregnancy Leave means leave taken for purpose of giving birth and/or recovering therefrom. A pregnant Teacher shall be entitled to Pregnancy Leave on a no pay basis as provided for in this Agreement.
- 14.02.2 A pregnant Teacher who intends to take Pregnancy Leave shall notify the Board of the dates on which she intends to leave and return to active employment. The actual dates of leaving and returning may be altered for medical reasons.

- 14.02.3
14.02.3.1 A Teacher returning from Pregnancy Leave to active employment shall be reinstated to the position which she held prior to Pregnancy Leave. The Teacher may agree to accept an alternate position offered by the Board.
- 14.02.3.2 Notwithstanding 14.02.3.1, the Teacher returning from Pregnancy Leave is subject to Article 18 (Seniority, Transfer, Surplus, Displacement, Redundancy and Recall Procedures).
- 14.02.4 The timing and length of the Pregnancy Leave will be in accordance with the relevant clause in The Employment Standards Act currently in force.
- 14.02.5 The Board will continue to pay the benefits for a Teacher on Pregnancy Leave in accordance with Article 12 (Benefits) and insured benefits will be provided in accordance with the Employment Standards Act.
- 14.03** **Supplemental Employment Benefits (SEB) Plan**
- 14.03.1 The Board shall provide for Teachers, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Teacher receives from E.I. and her regular gross pay.
- 14.03.2 SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- 14.03.3 The Teacher must provide the Board with proof that she has applied for and is in receipt of Employment Insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- 14.03.4 Teachers not eligible for Employment Insurance benefits or the SEB plan will receive 100% of salary from the Board for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- 14.03.4.1 For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- 14.03.5 Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- 14.03.6 If a Teacher begins pregnancy leave while on an approved leave from the Board, the above maternity benefits provisions apply.
- 14.03.7 The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- 14.03.8 Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- 14.03.9 Notwithstanding 14.03.1 – 14.03.8 above, the pre-existing benefit from the 2008-12 Collective Agreement shall continue as follows:

- 14.03.9.1 For Pregnancy Leave only, the top-up will provide for one hundred percent (100%) of the Teacher's regular salary for the one (1) week waiting period, and the difference between what the Teacher received from E.I. and their regular wage for a maximum of a further thirteen (13) week period following the birth of the child.
- 14.03.9.2 In the event that the disruption in benefits caused by unpaid period(s) described above (i.e. summer, March Break, etc.) would result in a benefit to the Teacher of less than eight (8) weeks of 100% salary, the balance, to a maximum of eight (8) weeks of 100% salary (including the one (1) week waiting period) shall be payable after that unpaid period.
- 14.03.10 Nothing in this Article shall remove from the Teacher any of the rights to which she is entitled to under the provisions of the Employment Standards Act or this Collective Agreement.
- 14.03.11 The Board shall not intimidate, discipline, suspend, layoff, dismiss or impose a penalty on the Teacher because the Teacher is or will become eligible to take, intends to take or takes Pregnancy Leave.
- 14.04** **Adoption Leave**
- 14.04.1 Adoption Leave shall be granted without pay. The timing and length of the adoption leave shall be the same as 14.02.4.
- 14.04.2 A Teacher who intends to take Adoption Leave shall notify the Board of the dates on which the Teacher intends to leave and return to active employment.
- 14.04.3 Subject to Article 18 (Seniority, Transfer, Surplus, Displacement, Redundancy and Recall Procedures), a Teacher returning from Adoption Leave shall be reinstated to the position which he/she held prior to Adoption Leave. The Teacher may agree to accept an alternative position offered by the Board.
- 14.04.4 A Teacher on Adoption Leave may continue to benefit from the Benefit Plans in accordance with Article 12 (Benefits).
- 14.04.5 A Teacher shall be granted a leave of three (3) days without loss of salary upon the availability of a child to be adopted by him/her.
- 14.04.6 The Board shall provide for Teachers on Adoption Leave a supplemental employment benefits plan approved by the Canada Employment and Immigration Commission in accordance with this article.
- 14.04.6.1 This plan will pay an allowance equal to ninety-five percent of the Teacher's normal weekly earnings during the first two (2) weeks of adoption leave, which includes the one (1) week waiting period for Employment Insurance Adoption Benefits.
- 14.04.6.2 In order to qualify for the allowance stipulated in 14.04.6.1, the Teacher must be eligible and make application for Employment Insurance benefits prior to the allowance being payable.
- 14.05** **Parental Leave**
- 14.05.1 The definition of Parent and Parental Leave shall be the same as The Employment Standards Act of Ontario.
- 14.05.1.1 A Teacher who has been employed by the Board for at least thirteen (13) weeks and who is the parent of the child is entitled to Parental Leave.

- 14.05.1.1.1 The timing and length of the Parental Leave will be in accordance with the relevant clause in The Employment Standards Act currently in force.
- 14.05.1.2 The leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- 14.05.1.3 The Board will continue to pay the benefits for a Teacher on Parental Leave in accordance with Article 12 (Benefits) and insured benefits will be provided in accordance with the Employment Standards Act.
- 14.05.2
 - 14.05.2.1 Application for this leave must be made in writing to the Director of Education at least two (2) weeks prior to the date the leave is to begin.
 - 14.05.2.2 This notice does not apply in the case of a Teacher who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.
 - 14.05.2.3 The Parental Leave described in 14.05.1.1 begins on the day the Teacher stops working.
 - 14.05.2.4 The Teacher must then give the Board written notice that the Teacher wishes to take leave within two (2) weeks after the Teacher stops working.
- 14.05.3 Upon request, Parental Leave may be extended for a period of up to two (2) years.
 - 14.05.3.1 During an extended Parental Leave, a Teacher shall not be entitled to any benefits except those explicitly granted by 14.05 or any related Act or Regulation.
 - 14.05.3.2 The Board shall pay 95% of the Teacher's salary for the first two weeks of Parental Leave, providing it is not an extension of a Pregnancy Leave.
- 14.05.4 The Board shall not pay the benefits contribution for the period of extended leave under 14.05.3, nor shall the Bargaining Unit be liable for benefits during this extended leave.
- 14.05.5 The Board shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on the Teacher because the Teacher is or will become eligible to take, intends to take or takes Parental Leave.
- 14.05.6 The Teacher who has given notice to begin Parental Leave as per 14.05.2.1 may change the notice to an earlier date if the Teacher gives the Board at least two (2) weeks written notice before the earlier date.
 - 14.05.6.1 The Teacher who has given notice to begin Parental Leave as per 14.05.2.1 may change the notice to a later date if the Teacher gives the Board at least two (2) weeks written notice before the leave was to begin.
 - 14.05.6.2 The Teacher who has given notice to end Parental Leave may change the notice to an earlier date if the Teacher gives the Board at least four (4) weeks written notice before the earlier date.
 - 14.05.6.3 The Teacher who has given notice to end Parental Leave may change the notice to a later date if the Teacher gives the Board at least four (4) weeks written notice before the date leave was to end.

- 14.05.7 The Board shall permit a Teacher to return to the duties the Teacher most recently held with the Board or to a comparable position should that one no longer exist at the end of the Parental Leave with no loss of seniority rights or benefits accrued prior to the commencement of the Parental Leave.
- 14.05.7.1 Notwithstanding this provision, the Teacher is subject to Article 18 (Seniority, Transfer, Surplus, Displacement, Redundancy and Recall Procedures).
- 14.05.7.2 The Teacher shall continue to accrue seniority and experience during Parental Leave except during extended periods granted under 14.05.3.
- 14.06 A Teacher returning to active teaching duties, with the Board, after a leave of absence shall be entitled to their sick leave allocation.
- 14.07 A Teacher returning to active teaching duties, with the Board, after a leave of absence shall be entitled to the same seniority rights that he/she would accumulate at the rate he/she enjoyed prior to leaving. This excludes a Teacher who applies for leave to other jobs that offer similar security of employment. A Teacher granted such leave shall not be eligible for any increment or increase in salary that would have been received had the leave not been taken. A Teacher granted such leave and the Bargaining Unit President will sign an agreement stating the duration of the leave and whether seniority rights will accrue or not during the leave prior to the taking of the leave.

ARTICLE 15 - RETIREMENT GRATUITY & RETIREMENT SAVING PLAN

15.01 Sick Leave Credit Gratuity

- 15.01.1 All Teachers hired prior to September 1, 1998 shall continue to receive the retirement gratuity as specified in the Collective Agreement which was negotiated between the former Bargaining Unit and Predecessor Board. The applicable provisions and the list of Teachers who receive the provisions will be listed in Appendix A (Sick Leave Gratuity Plans and Entitled Teachers).

15.02 Group Retirement Savings Plan

- 15.02.1 The Board shall make a contribution of \$3500 to the Group Retirement Savings Plan on behalf of each Teacher hired effective or after September 1, 1998. The Teacher shall receive the contribution after two continuous school years of employment. The calculation of service is to commence from September 30, or February 28, of the semester of hire. No current or past Teacher shall be eligible to receive this amount from the Board more than once.
- 15.02.2 The Bargaining Unit shall determine the carrier and plan design for the Group Retirement Savings Plan.

ARTICLE 16 - VACANCIES

16.01 Vacancies

- 16.01.1 Qualified Teachers shall receive a response to applications submitted for posted positions.

- 16.01.2 The Board shall make every reasonable effort to interview qualified Teachers who apply for posted positions.
- 16.01.3 The Board may decide not to fill a vacancy for the sole reason that the full-time equivalent student enrolment on October 31 for that school is twenty-two full-time equivalent students less than the projected full-time equivalent student enrolment.
- 16.01.4 The Board shall provide the Bargaining Unit President or designate with all relevant information prior to the decision outlined in 16.01.3.
- 16.02** **Posting of Vacancies**
- 16.02.1 No Teacher position shall be advertised externally until all qualified Teachers as identified in Article 18 (Seniority, Transfer, Surplus, Displacement, Redundancy and Recall Procedures) have been placed either by transfers and/or by reorganization of the Schools' timetables or have refused the position to be advertised.
- 16.02.2 A job posting will be required for any period of absence in excess of 60 Days.
- 16.02.2.1 All vacancies for secondary school positions shall be advertised at the designated area in each School and the Board website for three (3) school days prior to external posting.
- 16.02.2.2 With the agreement of the Bargaining Unit President or designate, external posting may run concurrently with internal advertising.
- 16.02.2.3 All postings shall be sequentially numbered and shall include the following:
- 16.02.2.3.1 date of issue;
 - 16.02.2.3.2 date of closure;
 - 16.02.2.3.3 School or region;
 - 16.02.2.3.4 vacancy advertised including but not limited to the number of periods and subject areas;
 - 16.02.2.3.5 the course codes for the periods being posted;
 - 16.02.2.3.6 the name of the person to whom the application should be directed;
 - 16.02.2.3.7 If the position is less than full-time, the posting must so indicate;
 - 16.02.2.3.8 If the posting is for a position of responsibility, the posting must indicate whether there are sufficient teaching periods available for the position to be full-time;
 - 16.02.2.3.9 Vacancies will be specified as a Teacher or Occasional Teacher position at the time of posting. Specific term assignments will be noted in the posting.
- 16.03** The Bargaining Unit President will receive a copy of posting for all vacancies.
- 16.04** All postings shall be emailed to all Teachers currently on the seniority list and to the Bargaining Unit President or designate.

ARTICLE 17 - STAFF GENERATION AND ALLOCATION

17.01 Secondary Schools Staffing Committee

- 17.01.1 A District School Board Ontario North East Secondary Schools Staffing Committee shall be composed of the three Supervisory Officers, the Superintendent of Human Resources and three representatives from the Bargaining Unit selected by the Bargaining Unit.
- 17.01.2 The Committee shall meet prior to the date for the declaration of surplus to share information on staffing allocation procedures and consider any operational concerns with the interpretation or application of the surplus provisions of Article 18 (Seniority, Transfer, Surplus, Displacement, Redundancy and Recall Procedures).
- 17.01.3 The Committee shall review the communications procedures expected at the school level with the school Principal.
- 17.01.4 The Committee shall review the list of surplus staff.
- 17.01.4.1 The Committee shall review the list of redundant staff.
- 17.01.4.2 The Staffing Committee shall review the distribution of classroom Teachers within schools at least twice during the school year, at the request of either party.
- 17.01.5 The Committee shall meet as required above or at any other times as requested by either party.
- 17.01.5.1 The Committee shall monitor the application of the workload provisions.
- 17.01.6 The Committee shall review by May 15th the Projected Student Enrolment and the application to staffing as it pertains to the determination of the staff complement.

17.02 In School Staffing

- 17.02.1 The Principal and Branch President or designate shall review the administration and application of the staffing provisions contained in the Collective Agreement and the method of staffing the School during the school year, including the allocation of instructional time (teaching assignments) and supervision responsibilities, prior to the Teachers being informed of such allocation.

17.03 The Principal and Branch President or designate will review the allocation of instructional time at least three (3) times during the school year, at the request of either party.

17.04 The Principal and Branch President or designate shall review the timetables of teaching staff by September 30th and March 1 of each year and forward unresolved issues to the Secondary Schools Staffing Committee.

17.05 External Hiring

- 17.05.1 Provided that there is no redundant Teacher who is qualified in accordance with the Education Act and Regulations as amended, for the vacancy, the Board shall hire a non-redundant Teacher with less than a full-time assignment who is qualified for the position in accordance with the Education Act and Regulations as amended and who has applied for the position within the dates specified in the posting.

- 17.05.2 The Board may hire externally for any teaching position(s) provided that no redundant Teacher or no non-redundant Teacher with less than a full-time assignment, who has applied, is qualified for the position in accordance with the Education Act and Regulations as amended.
- 17.06** Teams assembled for the purpose of interviewing candidates for positions in OSSTF Bargaining Units shall not include OSSTF members.
- 17.07** The Board shall supply the Bargaining Unit President or designate with the following, on an annual basis:
- 17.07.1 An updated list of Teachers and newly hired Teachers including their F.T.E., on or before September 30 and on or before February 28.
- 17.07.2 A list of F.T.E.'s as of October 31, on or before November 30.

ARTICLE 18 - SENIORITY, TRANSFER, SURPLUS, DISPLACEMENT, REDUNDANCY AND RECALL PROCEDURES

- 18.01** [Seniority](#)
- The Board shall develop a list of all Teachers with the Board in order of their acquired seniority as of October 31 and as of March 1.
- 18.02** Any approved absence including layoff with recall rights shall not be considered an interruption of continuous secondary service.
- 18.03** In determining the length of continuous service with the Board, each year of part-time teaching shall be considered a full year of continuous service for that part-time assignment.
- 18.04** Notwithstanding 1.23, for persons engaged to teach under the authority of a Letter of Permission, seniority shall not accrue during the term of the teaching assignment unless the Teacher is granted an Ontario Teacher's Certificate and then the seniority will be retroactive to the beginning of the continuous assignment.
- 18.05** The seniority list shall be emailed to all Teachers currently on the seniority list and to the Bargaining Unit President no later than October 31 and March 1 of each school year.
- 18.06**
- 18.06.1 The list shall be rank ordered such that the most senior Teacher is at the top of the list and the most junior is at the bottom.
- 18.06.2 Teachers hired on or after January 1, 1998 shall be added to the seniority list based on the date and time of hiring.
- 18.07** Should a tie in rank ordering occur based on the first day of continuous secondary experience, or in the case of Teachers hired on or after January 1, 1998, the date and time of hiring, the following criteria shall be used to break the tie:

- 18.07.1 additional years of secondary teaching experience with the Board or its Predecessor Boards;
- 18.07.2 additional years of elementary teaching experience with the Board or its Predecessor Boards;
- 18.07.3 additional years of teaching experience in Ontario;
- 18.07.4 additional years of teaching experience in Canada;
- 18.07.5 additional years of teaching experience outside of Canada;
- 18.07.6 category placement; or
- 18.07.7 by lot conducted by the Director of Education or designate and the Bargaining Unit President or designate.
- 18.07.8 In applying the above criteria, the steps shall be applied in order as required until the tie is broken.
- 18.07.9 The Teacher shall be responsible for providing the appropriate documentation acceptable to the Board for any teaching experience outside the Board or its Predecessor Boards.
- 18.08** **Teacher Exchange**
- 18.08.1 Teachers who wish to be considered for an exchange with a Teacher in another secondary school for the following semester must inform the Director of Education or designate in writing no later than three (3) months prior to the end of the semester.
- 18.08.2 A request for exchange shall include a list of:
- 18.08.2.1 qualifications;
- 18.08.2.2 the areas in which the Teacher has taught, but for which the Teacher is not qualified; and
- 18.08.2.3 the areas in which the Teacher would like to teach.
- 18.08.3 All such requests as per 18.08 shall remain on file with the Regional Superintendent(s) of Schools or designate(s) for a school year.
- 18.09** **Teacher Transfers**
- 18.09.1 Any transfer which is mutually agreeable to the Teacher and the Director of Education or designate may be arranged at any time.
- 18.10** **Administrative Initiated Transfers**
- 18.10.1 Administrative initiated transfers are those recommended to meet curriculum-based or program needs as determined by the appropriate Regional Superintendent of Schools.
- 18.10.2 Administrative initiated transfers outlined in 18.10.1 shall not be used as a disciplinary measure.
- 18.10.3 Administrative initiated transfers shall occur only within Entities.
- 18.10.4 Any Teacher who is subject to an administrative initiated transfer shall be notified as soon as possible but no later than June 7 of the preceding school year.

- 18.10.4.1 Any Teacher who is subject to an administrative initiated transfer shall not suffer any loss of allowances for the remainder of their headship term.
- 18.10.4.2 Upon request, the Teacher subject to an administrative initiated transfer shall be granted an interview with the Regional Superintendent of Schools. The Teacher shall have the right to Bargaining Unit representation during this meeting.
- 18.10.5 When a Teacher is subject to an administrative initiated transfer from a School in one municipality to a School in another municipality within the Entity, the Board will pay the Teacher an allowance of one thousand one hundred dollars (\$1,100) per semester, while at the new School.
- 18.10.6 A Teacher who is transferred within the Entity formed by Roland Michener Secondary School and Timmins High and Vocational School shall not be entitled to the allowance outlined in 18.10.5.
- 18.11** **Surplus Declaration**
- 18.11.1 In schools that are staffed in excess of staff complement, adopted by the Board, the least senior Teachers who are not qualified in accordance with the Act and Regulations as amended, or who do not have teaching experience, university background or related work experience in the subject areas required to staff the schools, shall be declared surplus to the School.
- 18.11.2 Notwithstanding 18.11.1, the least senior Teachers within the Entity shall be declared surplus to the Entity and the staffing of the Schools within the Entity shall be adjusted to reflect the requirements of staffing.
- 18.12** Teachers on any approved leave shall appear on the staff list of the originating School or Entity.
- 18.13** The principal concerned shall notify in writing a Teacher who is to be declared surplus no later than May 15. Such notification is to be preceded by an interview with the Teacher in the presence of the Branch President or designate concerned.
- 18.14** The Bargaining Unit President shall be provided with all relevant information regarding surplus declarations such as projected enrolment, preliminary staffing allocation, and current seniority list, prior to the declarations.
- 18.15** A Teacher who is declared surplus and has been placed in another School or Entity shall have the right to return to a teaching position for which he/she is qualified in accordance with the Education Act and Regulations as amended which become available at the School or Entity from which the Teacher was declared surplus within a school year of the placement.
- 18.16** In order to facilitate the staffing process, known vacancies for Board, Regional or District positions shall be posted by May 1 and filled by May 31 for the following school year.
- 18.16.1 All Teachers may apply for new Board, Regional or District positions.
- 18.17** **Displacement Process**
- 18.17.1 Surplus Teachers, Teachers who are currently on the recall list and Teachers in jeopardy of being displaced in the process shall have the opportunity to participate in the displacement process.

- 18.18** Should any position at a Teacher's Entity become available after the surplus procedure has been completed and prior to the end of the displacement process, such a position shall be given, on the basis of seniority to a Teacher who was declared surplus provided the Teacher is qualified or can become qualified in accordance with the Education Act and Regulations as amended by the effective date of the commencement of the position.
- 18.19** The principal of the school shall adjust staffing within the school to accommodate the displacement so that the most junior qualified Teacher in the system who is not declared redundant can be displaced.
- 18.20** Notwithstanding 18.19, should the qualifications held by the staff of the school not meet the qualifications required by the Education Act and its Regulations as amended to fill the vacancy, then the next most junior qualified Teacher in the system who is not declared redundant in the system will be displaced.
- 18.21** The number of displacements shall be kept to a minimum.
- 18.22** The vacancy options sheet shall be provided to all Teachers involved in the displacement process.
- 18.23** Teachers shall have at least 72 hours to make their choice known on the vacancy options sheet.
- 18.24** All Teachers participating in the displacement process shall have the right to release a partial timetable at their originating School in order to select an increased FTE workload at another School, that is available on the vacancy options sheet, without losing any part of their FTE status. To be eligible to increase their FTE in this manner, a Teacher must choose a position that will increase their FTE by at least 0.33.
- 18.25** A Teacher may elect to refuse a position on the vacancy options sheet, based on travel/geography, to be declared redundant, and be placed on the recall list.
- 18.26** Teachers shall have the right to OSSTF representation throughout the displacement process.
- 18.27** [Redundancy](#)
- 18.27.1** Should a reduction in staff become necessary, the least senior Teachers who are not qualified in accordance with the Education Act and Regulations as amended, or who do not have teaching experience, university background or related work experience in the subject areas required to staff the schools, shall be declared redundant.
- 18.27.2** Such Teachers shall be informed of their redundancy in writing by the Board no later than June 7.
- 18.27.3** The number of qualified Teachers declared redundant by the Board shall not exceed the total reduction of staff, based on the staffing complement adopted by the Board.
- 18.27.4** Reductions in qualified Teachers shall start at the bottom of the Seniority List with the least senior Teacher and proceed up the ranked list, subject to the displacement process.

- 18.27.5 The Board shall continue to pay the benefits contribution until August 31 of the year in which the Redundant Teachers are declared redundant.
- 18.27.6 The Bargaining Unit President or designate shall be provided with all relevant information prior to declaration of redundancy.
- 18.28** [Recall](#)
- 18.28.1 The Board shall recall redundant Teachers to vacancies on the basis of seniority and qualifications in accordance with the Education Act and Regulations as amended.
- 18.28.2 The Board shall establish and maintain a recall list of all Teachers declared redundant.
- 18.28.3 Teachers who have been declared redundant shall, for a period no longer than two (2) consecutive school years, be recalled to vacancies based on seniority and be reinstated as though there had been no interruption in service.
- 18.28.4 Notwithstanding 18.28.3, the Teacher who is being recalled must be qualified in accordance with the Education Act and Regulations as amended for the position for which he/she is being recalled.
- 18.28.5 When a position becomes available, the Board shall contact the Teacher being recalled by Board email. The recall notice (which includes the Teacher's name) shall also be emailed to the Bargaining Unit President.
- 18.28.6 The Bargaining Unit President shall also be provided with a copy of all recall positions being offered.
- 18.28.7 The Teacher must respond within five (5) calendar days of the date of the email.
- 18.28.8 A Teacher has the right to refuse recall to a position offered by the Board, other than in the originating School or within the originating Entity, without prejudice to the Teacher's recall rights.
- 18.28.9 A position offered within the originating Entity that the Teacher is qualified to teach and that fits within the Teacher's current permanent assignment that is not responded to or refused will result in the Teacher being removed from the recall list for the portion of the FTE that was offered.
- 18.29** [Other Options](#)
- 18.29.1 Redundant Teachers shall have the right to become Occasional Teachers without losing recall rights.
- 18.29.2 Redundant Teachers shall have the right to continue their seniority as an Occasional Teacher, without loss of seniority rights.
- 18.29.3 Redundant Teachers on the Recall List shall be placed in order of seniority and qualifications into positions to replace a Teacher who has died during a school year.
- 18.29.4 Redundant Teachers shall have the first right to classes in continuing education and summer school provided they are qualified in accordance with the Education Act and Regulations as amended.

- 18.29.5 Redundant Teachers shall have the right to severance pay of four (4%) percent of the sum of their salaries, including grid placement and all allowances, for up to a maximum of the previous five (5) years of service.
- 18.29.6 The Redundant Teacher shall decide whether to go on the Recall List or accept the severance pay and communicate his/her decision in writing to the Director of Education or designate on or before the last school day in June.
- 18.29.7 The Parties agree that the acceptance of a severance allowance terminates all Employer-Teacher obligations.
- 18.29.8 Should the Redundant Teacher decide to accept the severance pay outlined in 18.29.5, it shall be paid on or before Aug 31.
- 18.29.9 Redundant Teachers shall have the right to request and have granted a total of two (2) days leave singularly or consecutively without loss of pay, benefits, sick leave allocation, experience, or seniority for scheduled job interview(s).
- 18.29.10 **IMPORTANT DATES (FOR REFERENCE)**

DATE	EVENT	ARTICLE REFERENCE
Anytime	Teachers can indicate their desire to transfer	18.09
by Oct. 31	Seniority list emailed to all Teachers	18.05
by Oct. 31	Indicate desire for a Teacher exchange for next Semester	18.08.1
by February 28	Applications for Deferred Salary Leave Plan due	22.04.1
by March 1	Seniority list emailed to all Teachers	18.05
by March 30	Indicate desire for a Teacher exchange for next Semester	18.08.1
by April 1	Teachers on leave notify Board if they are returning	13.01.1; 13.01.2
by May 1	Postings for known vacancies for district, regional & Board positions	18.16
before May 15	Staffing committee meets regarding surplus	17.01.2
by May 15	Staffing committee meets regarding student enrolment and staffing	17.01.6
by May 15	Surplus Teachers are notified	18.13
by May 31	Board, regional and district positions are filled	18.16
by June 4	Surplus and redundant Teachers are provided with a list of all available positions (vacancy options sheet)	18.23
by June 7	Teachers subject to administrative transfer are notified	18.10.4
by June 7	Redundant Teachers are notified	18.27.2
by the last school day in June	Redundant Teachers can choose to accept severance pay	18.29.6
by August 31	Redundant Teachers who selected severance pay shall receive it	18.29.8
September 1	Benefits end for redundant Teachers	18.27.5

ARTICLE 19 - PERSONNEL FILES

- 19.01 A Teacher shall have access to his/her personnel file maintained by the Director of Education or designate at the Board office.

- 19.02** Upon prior written request to Human Resources, an employee will be provided with a copy of their personnel file. The file will be copied and the employee will pick up the file at the Board Office (Schumacher or New Lisheard), with a signature upon pickup.
- 19.03**
- 19.03.1 Where a Teacher disputes the accuracy or completeness of any such information, other than the evaluation report, the Teacher shall do so in writing.
- 19.03.2 This information shall be added to the Teacher's file.
- 19.04** Upon written request of the Teacher to the Superintendent of Human Resources, documents contained in the Teacher's personnel file which are disciplinary in nature and all supporting documents shall be removed from the file three (3) years after their date of issue, unless further similar disciplinary action has occurred in that period.
- 19.05** Notwithstanding 19.04, disciplinary materials regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in a Teacher's file.

ARTICLE 20 - MEDICAL PROCEDURE

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

ARTICLE 21 - HEALTH AND SAFETY

- 21.01** The Employer shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards.
- 21.02** The Bargaining Unit's representative(s) to the Joint Health and Safety Committee shall be reimbursed by the Employer for any approved expenses incurred while the representatives are performing their duties.
- 21.03** The Employer shall respond to all recommendations made by the Joint Health and Safety Committee within twenty-one (21) calendar days.
- 21.04** The Employer agrees to develop explicit policies and procedures to deal with violence. The policy shall address the prevention of violence, the management of violent situations, and support to Teachers who have faced violence.

ARTICLE 22 - DEFERRED SALARY LEAVE PLAN

- 22.01** [Purpose](#)
- 22.01.1 The purpose of the Leave with deferred salary is to allow the Board to give experienced Teachers a period of "revitalization" outside the teaching profession while at the same time permitting young Teachers to gain experience in their absence. This plan may be viewed as a job-sharing plan.

22.02 Description

- 22.02.1 Leave with deferred salary is sometimes known as the “Four Year Over Five Plan”, in which the participant works four years at 80% of gross salary in return for a one year leave at approximately the same rate, in this case, a greater or lesser number of years may be utilised in the calculation. In effect, “Four Years Over Five Years” becomes X years over (X+1) years.

22.03 Qualifications

- 22.03.1 The Teacher must have three (3) years of continuous service with the Board prior to the start of the one (1) year leave. However, a Teacher who has had a sabbatical leave shall not become eligible until he/she shall have fulfilled all obligations imposed by that leave.

22.04 Application

- 22.04.1 A Teacher must make written application to the Board, through the appropriate Supervisory Officer on or before February 28 of any year, in which is described the applicant’s proposal with respect to a Deferred Salary Plan and the timing of the leave of absence.

22.05 Approval or Denial

- 22.05.1 The right to approve or to deny any application shall rest solely with the Board. Written advice of approval or of denial, with explanation, shall be delivered to the applicant not later than May 30 following the date of application.

22.06 Conditions

- 22.06.1 The leave of absence shall commence on the first day of the first semester or the first day of the second semester.
- 22.06.2 The deferred salary shall be placed in trust with the Board’s bank and interest earned thereby shall accrue to the benefit of the trust in accordance with the Trustee Act. Throughout a Teacher’s participation in the plan, the control of the trust shall be vested solely in the Board on behalf of the participant.
- 22.06.3 During the Leave of Absence, the sum accumulated in the trust, including accrued interest thereon, shall be paid to the participant in the same manner as would his/her salary were he/she not on Leave of Absence.
- 22.06.4 A participant may withdraw from the plan at any time prior to March 15 preceding the commencement of the Leave of Absence. Upon withdrawal, the sum accumulated in the trust including accrued interest thereon, shall be paid to the participant within sixty (60) days following delivery to the appropriate Supervisory Officer, of written notification of withdrawal.
- 22.06.4.1 A declaration of redundancy shall be deemed to be a written notice of withdrawal and the above terms will apply.
- 22.06.4.2 Notwithstanding 22.06.4.1, the Teacher may request a suitable repayment schedule of the sum accumulated in the trust including accrued interest thereon in no more than two (2) lump sums, and in not more than two (2) calendar years, including the year of withdrawal.
- 22.06.5 In case of the death of a participant prior to commencement of the Leave of Absence, the sum accumulated in the trust, including accrued interest thereon, shall be paid to the estate of the participant within sixty (60) days following the date

of death. In the case of the death of a participant during the Leave of Absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the participant within sixty (60) days following the death.

- 22.06.6 The Teacher, on return from leave, will be assigned to his/her same school (including Department Head positions).
- 22.06.6.1 The Teacher, on return from leave, will be subject to the provisions of Article 18 (Seniority, Transfer, Surplus, Displacement, Redundancy and Recall Procedures).
- 22.06.7 The Teacher on returning from the year of leave will be credited with seniority as if the Leave of Absence had not been granted. He/she will not gain a (1) year on the salary grid.
- 22.06.8 No restrictions may be placed on the Teacher by the Board regarding his/her activities during the leave save and except any restrictions that may exist in the Income Tax Act.
- 22.06.9 The Bargaining Unit agrees that the replacement Teacher will be hired for the duration of the leave of absence only and will not be subject to retention procedures.
- 22.06.10 The Teacher is responsible to apply to the Teachers' Pension Plan and make all arrangements for the leave. The Board will not be responsible for any loss of cumulative years in the Teachers' Pension Plan as a result of the leave.
- 22.06.10.1 Teachers' Pension Plan deductions are to be continued during the leave.
- 22.06.11 One semester leaves are conditional upon the availability of a suitable replacement Teacher.

ARTICLE 23 - GENERAL

- 23.01 All correspondence between the parties arising out of this Collective Agreement or incidental thereto, shall pass to and from the Superintendent of Human Resources and the Bargaining Unit President or designate.
- 23.02 The Bargaining Unit President or designate shall be notified of all postings, appointments, hirings, lay-offs, re-hirings, and terminations of employment.
- 23.03 The Board shall post the current Collective Agreement on Docushare.

ARTICLE 24 - SHORT TERM REPLACEMENT OF A PRINCIPAL OR VICE PRINCIPAL

- 24.01 [Teacher-in-Charge \(TIC\)](#)
Should a Teacher agree to replace a Principal, the Teacher shall be paid for the period of replacement 1/200 of the minimum salary for a Principal each day or part thereof in lieu of his/her per diem salary as a Teacher provided there is no reduction in the Teacher's salary.

- 24.02** Should a Teacher agree to replace a Vice Principal, the Teacher shall be paid for the period of replacement 1/200 of the minimum salary for a Vice Principal each day or part thereof in lieu of his/her per diem salary as a Teacher provided there is no reduction in the Teacher's salary.
- 24.03** A Teacher-in-Charge shall be replaced by an Occasional Teacher.
- 24.04** Temporary Assignments as Principals and Vice Principals
- 24.04.1** Any Teacher, who applies for and who is granted or seconded to a supervisory position not covered by this Collective Agreement, shall not be deemed to have his/her continuous service with the Board as a Bargaining Unit (OSSTF) Teacher interrupted, provided that the length of that appointment does not extend past one school year.
- 24.04.2** During the length of the appointment, the Teacher shall have dues deducted in accordance with Article 10 (Method of Payment) and shall have the rights and benefits stipulated by this Collective Agreement other than those contained in Article 9 (Salary Schedule and Allowances).
- 24.04.3** The Teacher shall neither evaluate nor discipline any Teacher during his/her term in the supervisory position.
- 24.04.4** A Teacher may access the provisions stipulated in 24.04.1 for a maximum of 194 Days during their employment with the Board.
- 24.04.5** Teachers may waive their right to 24.04.1 by signifying their intention in a letter to the Bargaining Unit President.

ARTICLE 25 - CRIMINAL BACKGROUND CHECK

- 25.01** The Board shall ensure that all records and information (including offence declaration and CPIC records) obtained pursuant to Regulation 521/2001 or any subsequent regulation or law are stored in a secure location and in a completely confidential manner.
- 25.02** The Board shall not release any information about a Teacher obtained pursuant to Regulation 521/2001 of the Education Act, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligation.

ARTICLE 26 - TEACHER PERFORMANCE APPRAISAL

- 26.01** **EVALUATION** under this section shall mean an assessment of a Teacher's work by a Supervisory Officer of the Board, or the Principal or Vice Principal who is a member of the College of Teachers, for the purpose of determining the quality of job performance.
- 26.02** Any criteria established by the Board for evaluation of Teachers or modifications to existing procedures shall be developed in consultation with the Bargaining Unit.
- 26.03** The Board shall consult with the Bargaining Unit regarding any new policies or operating procedures relating to performance appraisals.

- 26.04** All differences between the parties arising from the interpretation, application, administration, or alleged violation of Part 31.02 of the Education Act or any regulation guideline, rule or policy under it, including any question as to whether a matter is arbitrable or grievable in accordance with the grievance/arbitration provisions of this Collective Agreement.
- Notwithstanding time limits for filing a grievance in the provisions of this Collective Agreement, OSSTF may grieve any aspect of the performance appraisal procedure or an unsatisfactory performance appraisal report of a Teacher who has been placed on review.
- 26.05** Any Teacher who is being formally evaluated shall be evaluated in a fair and equitable manner and shall receive a written copy of the evaluation in a timely manner.
- 26.06** A Teacher shall not discipline or evaluate other Teachers.
- 26.07** A Teacher in a Department Head position shall not perform any aspect of Teacher Performance Appraisal.
- 26.08** A Teacher Performance Appraisal will not occur during the first two (2) weeks or the last two (2) weeks of a semester, except where required by a mandatory timeline or at the mutual agreement of the parties.
- 26.09** In accordance with the Education Act, the Teacher Performance Appraisal legislation does not include a continuing education Teacher.
- 26.10** A Teacher shall be provided a minimum of forty-eight (48) hours' notice before a classroom observation. In the event of a cancellation of the observation, the observation may occur as soon as the next instructional day.
- 26.11** When a Teacher receives an unsatisfactory Teacher Performance Appraisal, the Board shall advise the Bargaining Unit President of that fact and the date, time and location of the post-observation meeting, so as to allow the Bargaining Unit President or designate to attend to offer the Teacher assistance.
- 26.12** When a Teacher receives an unsatisfactory Teacher Performance Appraisal, the Board, with the written permission of the Teacher, will forward a copy of the report to the Bargaining Unit President.

ARTICLE 27 - DATA FOR NEGOTIATIONS

- 27.01** The Board will make a reasonable effort to provide the following information to the Bargaining Unit if requested during or the four weeks preceding negotiations:
- 27.01.1 A statement of the current operating budget;
- 27.01.2 A statement of the current operating expenditures;
- 27.01.3 A hard copy of the Estimates and the revised Estimates.

ARTICLE 28 - UNION ACCESS

- 28.01** The Board shall provide the Branch President access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.
- 28.01.1** The Union shall be allowed to carry out union business on the Board's premises at reasonable times and in reasonable locations including, without restricting the generality of the foregoing membership meetings, executive meetings and conferences between union representatives and members providing it is at no additional cost to the Board, the instructional program is not interrupted and the Bargaining Unit is not in a legal position to strike.
- 28.01.2** The Board shall provide the Bargaining Unit with access to the Board's internal mail (including fax and electronic mail) services in order to conduct Union business provided the Bargaining Unit is not in a legal position to strike. If extra costs are incurred, the Union shall reimburse the Board.
- 28.02** The Union shall have access to its members for Union business at all Schools and workplaces provided that this does not interrupt the instructional program.

ARTICLE 29 - GRIEVANCE AND ARBITRATION PROCEDURE

- 29.01** A Teacher shall have the right to have present a representative from OSSTF to assist the Teacher at any stage of this grievance and arbitration procedure.
- 29.02** There shall be no reprisals of any kind taken against any person(s) because of participation in the grievance or arbitration procedure under this Agreement.
- 29.03** Time restrictions may be extended if mutually agreed in writing. Failure of one party to comply with the time limits or any agreed upon extension of one party to comply with the agreed upon extension shall result in the grievance proceeding to the next step.
- 29.04** Grievances initiated and being processed under previous Collective Agreements between the parties shall be dealt with under the grievance and arbitration procedure set out in the Collective Agreement under which the grievance was initiated.
- 29.05** The time limits stipulated in 29.09 for initiating a grievance shall not apply to a grievance involving remuneration during the current school year or the previous school year. Such a grievance may be initiated at any time up to and including August 31 during the current school year.
- 29.06** Each Party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.
- 29.07** Nothing in this procedure shall be deemed to preclude the individual's right to seek redress in law.
- 29.08** [Informal Stage](#)
- 29.08.1** A Teacher, with the concurrence of the Bargaining Unit, may, within twenty (20) days of the Teacher becoming reasonably aware of the occurrence giving rise to

the grievance, initiate a complaint with the Principal or immediate supervisor who shall answer the complaint in writing within five (5) days after receipt of the complaint.

29.09 **Grievance Procedure**

- 29.09.1 In the case of a grievance by the Bargaining Unit, the following steps shall be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.
- 29.09.2 If the reply of the Principal or immediate supervisor of the grievor at the Informal Stage is not acceptable to the Bargaining Unit, the Bargaining Unit shall initiate a written grievance within twenty (20) days to the Superintendent of Human Resources or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.
- 29.09.2.1 A copy of the written grievance shall be sent to the Director of Education or designate.
- 29.09.3 The grievance shall contain:
- 29.09.3.1 a description of how the alleged dispute is in violation of the Collective Agreement; and
- 29.09.3.2 the clauses in the Collective Agreement alleged to be violated; and
- 29.09.3.3 the relief sought; and
- 29.09.3.4 the signature of the duly authorized official of the Bargaining Unit.
- 29.09.4 If the reply of the Superintendent of Human Resources or designate is unacceptable to the Bargaining Unit, it shall, within ten (10) days of the receipt of the reply, so notify the Director of Education or designate who shall, after consultation with the Board, answer the grievance in writing within the (10) days after the next meeting of the Board.
- 29.09.5 If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit, it shall then apply for arbitration within twenty (20) days of the receipt of the reply.

29.10 **Grievance Mediation**

- 29.10.1 At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by requesting the appointment of a Settlement Officer in accordance with Section 48.5 of the Ontario Labour Relations Act, 1995.
- 29.10.2 The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to request a settlement officer.
- 29.10.3 Upon written notification of either party to the other party indicating that the party no longer agrees to the use of a settlement officer, the timelines in the grievance procedure shall continue from the point at which they were frozen.

29.11 **Arbitration**

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

29.12 **Single Arbitrator Default**

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

29.13 **Board of Arbitration Selection**

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

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

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

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

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

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

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

29.17 The Bargaining Unit shall pay for the cost of any Occasional Teacher(s) if necessary.

29.18 Each Party shall bear the fee and/or expense of its appointee to the arbitration board, and any fees and/or expenses of the chairman shall be borne equally by the Parties.

29.19 Each Party shall bear its own expenses respecting appearances at hearings of the Board of Arbitration. The Bargaining Unit shall pay for the cost of any Occasional Teacher(s) if necessary.

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

ARTICLE 30 - JUST CAUSE

30.01 No Teacher shall without just cause given in writing, be demoted, suspended, discharged, transferred, or otherwise formally disciplined.

- 30.02** Every Teacher has a right to equal treatment with respect to employment and promotion without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, gender, age, sexual orientation, marital status, family status, or handicap.

ARTICLE 31 - TERMINATION OF EMPLOYMENT

- 31.01** Notwithstanding Article 18 (Seniority, Transfer, Surplus, Displacement, Redundancy and Recall Procedures), a Teacher may resign provided the Teacher has given the Board notice in writing two weeks prior to the date of resignation.
- 31.02** The Board shall have the right to terminate the employment of a Teacher for cause provided the Board has given the Teacher notice in writing two weeks prior to the date of termination.
- 31.03** Nothing herein prevents a Teacher and the Board from mutually agreeing to the Teacher's resignation at any time.

APPENDIX A - SICK LEAVE GRATUITY PLANS AND ENTITLED TEACHERS

A.01 The following section is the applicable clauses from the collective agreement negotiated between the predecessor Board, Cochrane-Iroquois Falls, Black River-Matheson Board of Education, and the Secondary Teachers in its employ.

5.3 RETIREMENT

5.3.1 SICK LEAVE CREDIT GRATUITY

5.3.1.1 Sick Leave Credit days accumulate at the rate of twenty (20) days per school year less days absent for sickness with no accompanying loss of salary to a maximum of two-hundred and twenty (220) days.

5.3.1.2 Upon termination of employment after five (5) or more years of continuous service with the Board and not qualifying under 5.3.2, a Teacher shall be entitled to a sick leave credit gratuity subject to the following:

5.3.1.2.1 that the Teacher is leaving the Secondary teaching profession in Ontario;

5.3.1.2.2 that he/she is not entering employment where his/her Accumulated Sick Leave Credits are transferable;

5.3.1.2.3 that he/she has not been dismissed for a cause (this does not include Surplus Teachers);

5.3.1.2.4 that to receive maximum gratuity, the Teacher shall have been employed fifteen (15) continuous years with the Board.

5.3.1.3 The Sick Leave Credit Gratuity shall be equal to his/her salary on the Grid for one-third ($\frac{1}{3}$) of the number of days standing to his/her credit in Accumulated Sick Leave, and, in any event, not in excess of one-third ($\frac{1}{3}$) year earnings on the Grid received by him/her immediately prior to termination of the employment with the Board or \$9,000, whichever is the lesser.

5.3.1.4 This gratuity shall be calculated as follows based on a maximum accumulation of two-hundred (200) days:

$$G = \frac{ASL}{3} \times \frac{\text{Annual Grid Salary}}{200} \times \frac{\text{Years with the Board (maximum 15)}}{15}$$

where ASL = Accumulated Sick Leave Credit Days to be surrendered.

G = Sick Leave Credit Gratuity (max. \$9,000)

5.3.1.5 The gratuity shall be payable on January 30 or September 30, whichever date follows termination of employment.

5.3.2 RETIREMENT GRATUITY PLAN

5.3.2.1 Upon retirement from the teaching profession after five (5) or more years' continuous service with the Board, a Teacher shall be entitled to a Retirement Gratuity based on the following:

5.3.2.1.1 A retiring Teacher is defined as a Teacher who ceases to be employed by the Board and who is eligible to receive Teacher's Superannuation payments as a

determinant qualifier that the Teacher has permanently retired; or a Teacher who is retiring after being judged by a qualified medical practitioner at the date of cessation of employment to be physically or mentally incapable of earning a living as a Teacher.

- 5.3.2.1.2 The Board shall pay up to one-half ($\frac{1}{2}$) a year's salary (salary at time of retirement) or \$18,000, whichever is the lesser, to a Teacher who has a sick leave accumulation of two-hundred (200) days to surrender and has taught for at least five (5) years continuous service with the Board and is retiring from the profession.
- 5.3.2.1.3 The number of year's service required for a maximum retirement gratuity shall be fifteen (15).
- 5.3.2.1.4 If a Teacher who has taught for five (5) continuous years or more with the Board has less than two-hundred (200) days accumulated sick leave to surrender, that Teacher shall be paid proportionately.
- 5.3.2.1.5 The following formula shall be used to calculate the amount of the gratuity:
- $$G = \frac{N}{P} \times \frac{S}{2} \times \frac{Y}{M} \text{ which is less than or equal to } \$18,000$$
- where
 G = the amount of the gratuity
 N = the number of sick leave credit accumulated surrendered
 (maximum(200 days))
 P = 200 days
 S = the basic grid salary plus allowances at time of retirement
 Y = the number of years of service with the Board
 (maximum 15 years)
 M = the number of years of service required for maximum retirement gratuity.
- 5.3.2.1.6 In the event of death of any Teacher, either before or after retirement but before receiving the benefits herein provided, such benefit shall be paid or transferred to the beneficiary, and failing designation in writing of a beneficiary by the Teacher, shall be paid to the estate.
- 5.3.2.1.7 This Retirement Gratuity Plan shall become operative for any Teacher from the date of employment of the Teacher. (i.e. There shall be no waiting period.)
- 5.3.2.1.8 In order to initiate payment of the gratuity, it is necessary for the Teacher or, in the case of death, the party named in 5.3.2.1.6 to advise the Board in writing the manner in which the gratuity should be paid; i.e. to oneself, to the estate, or paid into some form of a registered retirement savings plan. Payment shall be made on a mutually agreed upon date following the official date of termination, which, for retirement, is August 31 or December 31.

A.01.1 The following Teachers who were transferred from the predecessor Board, Cochrane-Iroquois Falls, Black River-Matheson Board of Education, to District School Board Ontario North East prior to September 1, 1998 and who were assigned to teach in Cochrane High School or Iroquois Falls Secondary School shall be entitled to the provisions stipulated in A.01.

Derek Beland Michelle Durant-Dudley	Trina McKinnon-Gelinas
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A.02 The following section is the applicable clauses from the collective agreement negotiated between the predecessor Board, Hearst Board of Education, and the Secondary Teachers in its employ.

ARTICLE XVII: RETIREMENT GRATUITY

17:02 RRSP Package

- a) A group RRSP Plan is developed for teachers hired after September 1, 1978.
- b) The amount of \$3,000 plus one year interest on this amount will be placed on behalf of the teacher in the plan. These amounts will be placed the 1st working day of October or March in the semester in which the teacher has taught a minimum of six (6) credits and started his/her seventh period.
- c) A teacher who leaves the employ of the Board after 10 years continuous employment with the Board is eligible to receive the RRSP Package. (see seniority list)
- d) If a teacher who is eligible to the RRSP Package leaves the employ of the Board to take employment with another Board where he/she is eligible for a retirement gratuity, the teacher is not eligible to receive payment from the RRSP Package.
- e) All accumulated sick leave credits in the teacher's name at the time he/she receives compensation under this article are reduced to nil.
- f) Any monies, including interest, which are not withdrawn from the RRSP Package are to remain in the Fund and to be distributed Among the eligible members of the group. (These amounts are distributed before the new members are added to the list and on the same dates as in 17:02b).
- g) The administration of the plan will be jointly carried out by the Board and the teachers' Federations.
- h) At the request of one of the two parties, a yearly audit will be carried out by a party acceptable to both Board and teachers' Federations.
- i) When a payment is made, both parties must agree on the method of payment.
- j) In the event of the death of a teacher before or after ten (10) years continuous service with the Board, monies placed in the plan, plus interest, will be paid to the estate of the teacher.

A.02.1 The following Teachers who were transferred from the predecessor Board, Hearst Board of Education, to District School Board Ontario North East and those Teachers hired by District School Board Ontario North East prior to September 1, 1998 and who were assigned to teach in Hearst High School shall be entitled to the provisions stipulated in A.02.

Melanie Baschiera	André Dumais
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A.03

The following section is the applicable clauses from the collective agreement negotiated between the predecessor Board, Kapuskasing-Smooth Rock Falls and District Board of Education, and the Secondary Teachers in its employ.

9.05

Retirement Gratuity:

9.05.1

Upon proof of retirement to a teacher's pension, a teacher with ten (10) or more years of continuous service with this Board shall be entitled to retirement gratuity. Dismissal for cause will not entitle an employee to retirement gratuity.

9.05.2

In the event of the death of a teacher, the amount of sick leave credit retirement gratuity that would have been paid to the teacher if he/she had retired on the date of his/her death, shall be paid to his/her estate.

9.05.3

Amount of Gratuity

9.05.3.1

The maximum of the retirement gratuity may be equal to but shall not be more than half of the teaching employee's salary as at retirement time.

9.05.3.2

Amount of Gratuity:

The amount of gratuity shall be calculated as follows:

$$G = [N / 200] \times S$$

Where

G equals amount of gratuity

N equals one half the number of days of accumulated sick leave credit, but not in excess of 100.

S equals employee's salary at time of retirement. [92-96]

9.05.3.3

In the event a teacher is ill in the final year of teaching prior to retirement to a teacher's pension (e.g.: a teacher retires on June 30, 1995, final year is September 1, 1994 to June 30, 1995; a teacher retires January 31, 1994, final year is February 1, 1993 to January 31, 1994), the first sixty (60) days of sick leave credits taken during the final year will not affect the amount of gratuity calculated in clause 9.05 (3)(b) above. For purposes of this clause, "teaching" means active teaching. [92-96]

9.05.4

Method of Paying Gratuity

9.05.4.1

The retirement gratuity in this plan shall be paid to the employee within ninety (90) days of receipt of proof of retirement to a teacher's pension.

9.05.4.2

Notwithstanding 9.05.4.1, at the discretion of the employee, the retirement gratuity in this plan is to be paid to the employee in a period of time not exceeding three (3) years.

A.03.1

The following Teachers who were transferred from the predecessor Board, Kapuskasing-Smooth Rock Falls and District Board of Education, to District School Board Ontario North East and those Teachers hired by District School Board Ontario North East prior to September 1, 1998 and who were assigned to teach in Kapuskasing District High School or Smooth Rock Falls K-OAC School (Secondary) shall be entitled to the provisions stipulated in A.03.

James Johnson	Dianne Leaist-Yorkston
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A.04 The following is the applicable clause from the collective agreement negotiated between the predecessor Board, Kirkland Lake Board of Education, and the Secondary Teachers in its employ.

11.01 The Board agrees to transfer 100% of the unused statutory sick leave to a Cumulative Sick Leave Account as outlined in Policy S-10 (January 1, 1977) at the end of each school year and to pay retirement gratuity in accordance with the Policy S012 which existed on May 14, 1974, and was updated effective January 1, 1977. The payment of sick leave shall be suspended at the time an employee becomes eligible to receive Long Term Disability Pay in lieu of Sick Leave.

A.04.1 The following Teachers who were transferred from the predecessor Board, Kirkland Lake Board of Education, to District School Board Ontario North East and those Teachers hired by District School Board Ontario North East prior to September 1, 1998 and who were assigned to teach in Kirkland Lake Collegiate and Vocational Institute shall be entitled to the provisions stipulated in A.04.

Monica Date Marc Larouche	James McKnight Jodi Ryan
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A.05 The following section is the applicable clauses from the collective agreement negotiated between the predecessor Board, Timmins Board of Education, and the Secondary Teachers in its employ.

ARTICLE X - UNUSED SICK LEAVE RETIREMENT ALLOWANCE

The plan recognizes and rewards a teacher for regular attendance on his duties as a teacher employed by the Board.

10.01 To qualify for this allowance a teacher must:

- i) have completed a minimum of ten (10) years of continuous service in schools under the jurisdiction of the Board or its predecessor Board(s) immediately prior to retirement;
- ii) be retiring from the profession and be retiring on a pension or deferred pension under the Teachers' Pension Act;
- iii) the calculation of the allowance shall be based on accumulated sick leave credit, the product of the number of years teaching multiplied by 1.66 expressed as a percentage, and the annual salary at the time of retirement in accordance with the following formula:

$$A = [N / 200] \times (Y) \times 1.66\% \times (S)$$

where

A = unused sick leave allowance,

N = number of days of accumulated sick leave which cannot exceed two hundred (200) for teachers for purposes of calculation,

Y = number of full years teaching (10.01(i))

S = annual salary at retirement.

The allowance shall not exceed 50% of the annual salary at the time of retirement.

10.02 Payment shall be made in one lump sum on retirement or in three (3) equal annual payments as mutually agreed between the teacher and the Board.

10.03 In the event of the death of a teacher either before or after retirement but before the payment of the full benefits of the Unused Sick Leave Retirement Allowance for which a teacher may be eligible, the whole or such benefits as remain unpaid, shall be paid to the estate forthwith.

10.04 For all teachers of the predecessor Tisdale Board who were on staff as of June 1, 1968, full rights and privileges as were existing for the purposes of the existing Retirement Gratuity Plan under Tisdale Board, remain in full force and effect as follows:

That a retirement gratuity, on retirement from service with the Board, when the teacher becomes eligible for Superannuation, be paid at 50% of the balance at credit in the cumulative sick leave account not to exceed one-half (½) year's salary as per Section 158 of the Education Act, 1983.

A.05.1 The following Teachers who were transferred from the predecessor Board, Timmins Board of Education, to District School Board Ontario North East and those Teachers hired by District School Board Ontario North East prior to September 1, 1998 and who were assigned to teach in Roland Michener Secondary School or Timmins High and Vocational School shall be entitled to the provisions stipulated in A.05.

Sandra Comand-Mainville John Elliott John Labine Jacqueline Lecoupe-Di Bella Lisa Moore Roma Natolino	Kelly Pearce Nicole Reid Perry Sharp Julia Vanderweerden Kimberly Wagner
--	--

SIGNATURE PAGE

DATED in Timmins, Ontario this 12 day of March, 2021

Signed on behalf of:

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



Ante Dumbo

Kamila Lierakaurko

Tomara Kaye

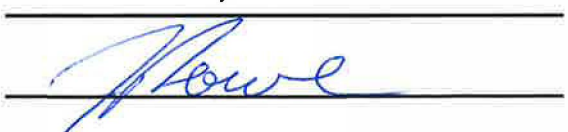
John Seif

J. Deslats

District School Board Ontario North East:

Lesleigh m Dye

Digitally signed by Lesleigh Dye
Date: 2021.03.09 08:51:44 -05'00'



COLLECTIVE AGREEMENT

Between

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

representing

DISTRICT 2 OSSTF SECONDARY OCCASIONAL TEACHERS' BARGAINING UNIT

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

And

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

September 1, 2019

TO

August 31, 2022

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

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

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

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C2.3 Notice to Bargain

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

C3.00 DEFINITIONS

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.

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- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.

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- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

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

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.

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- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

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

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

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

C7.00 BENEFITS

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

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

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C7.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

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

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

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

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

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.

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- ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
- iii. The Crown shall make only one payment under b).
- iv. The payment shall be made within 90 days of receipt of the audited financial statements.

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

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

C7.5 Benefits Committee

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

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C7.6 Privacy

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

C7.7 Benefits not provided by the OSSTF ELHT

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

C7.8 Benefits for Daily Occasional Teachers

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

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

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%

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- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

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

C7.10 WSIB Top-Up

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

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

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

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

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C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

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

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

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d) Eligibility and Allocation

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

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

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

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

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

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

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

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

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

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

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g) Administration

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

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

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

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- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

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

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C14.00 E-LEARNING

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

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APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

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

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

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

First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____
Date of Assessment: dd mm yyyy	

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

PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

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APPENDIX B – ABILITIES FORM

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

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

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**LETTER OF AGREEMENT #1
BETWEEN**

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

**LETTER OF AGREEMENT #2
BETWEEN**

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

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**LETTER OF AGREEMENT #3
BETWEEN**

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

AND

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

RE: Central Items That Modify Local Terms

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

1. Certification Group/Category Rating Statement Provider

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

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

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

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

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- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
 - b) Discussions may only include local language pertaining to class size and PTC or equivalent.
 - c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
 - d) All reasonable requests for data related to class size will be shared by both parties.
 - e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
 - f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

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

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

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

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- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

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

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

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

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

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

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

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

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LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

RE: Qualifications Evaluation Council of Ontario (QECO)

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

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

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**LETTER OF AGREEMENT #5
BETWEEN**

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

AND

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

AND

The Crown

RE: Provincial Working Group - Health and Safety

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

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

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

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**LETTER OF AGREEMENT #6
BETWEEN**

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

AND

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

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

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

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

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

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

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

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**LETTER OF AGREEMENT #7
BETWEEN**

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

AND

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

AND

The Crown

RE: Half Day of Violence Prevention Training

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

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

Topics may include but are not limited to:

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

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

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**LETTER OF AGREEMENT #8
BETWEEN**

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

AND

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

RE: Combined Teachers' Bargaining Units

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

The Parties agree as follows:

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

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

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

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**LETTER OF AGREEMENT #9
BETWEEN**

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

AND

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

RE: Long Term Disability Administration

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

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

A. Enrolment/Eligibility Administration

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

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;

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

C. LTD Claims Administration

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

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

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;

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- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

**LETTER OF AGREEMENT #10
BETWEEN**

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

AND

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

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

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

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

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

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Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

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LETTER OF AGREEMENT #11

BETWEEN

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

AND

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

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

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

The intent of the Model is to;

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

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

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**LETTER OF AGREEMENT #12
BETWEEN**

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

AND

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

RE: E-Learning Implementation Committee

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

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LETTER OF AGREEMENT #13

BETWEEN

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

AND

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

AND

The Crown

RE: E-Learning Alternative Models

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

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THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #4

BETWEEN

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

AND

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

AND

The Crown

RE: Benefits

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

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

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

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termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.

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- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

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4.1.0 Start-Up Costs

4.1.1 The Government of Ontario will provide:

- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
- b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
- d. The Trust shall retain rights to the data and the copy of the software systems.

4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.

4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.

4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.

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- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

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

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

4.2.0 On-Going Funding

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

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August 31, 2015. The statements are to be provided to the Ministry of Education.

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

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- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

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

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5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
- a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the

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plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

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

6.0.0 TRANSITION COMMITTEE

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

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

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

LETTER OF AGREEMENT #6

BETWEEN

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

AND

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

RE: Status Quo Central Items as Modified by this Agreement

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

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

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

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

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

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

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

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

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

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- d) Status quo to be determined.

3. Short Term Paid Leaves

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

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

4. Retirement Gratuities

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

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

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

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

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

[insert current Retirement Gratuity language from local collective agreement]

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PART B: LOCAL TERMS

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PART B – LOCAL TERMS

ARTICLE 1 - PURPOSE:

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

ARTICLE 2 - MANAGEMENT RIGHTS:

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

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

ARTICLE 3 - RECOGNITION:

3.1

- a) The employer, being the Algoma District School Board (hereinafter referred to as “the Board”) recognizes the Ontario Secondary School Teachers’ Federation (hereinafter referred to as “the Union”), as the Bargaining Agent authorized to negotiate on behalf of all Secondary Occasional Teachers employed by the Board in its secondary panel including persons who are not certified to teach but may be employed by the Board based on operational needs, pursuant to the Education Act and Regulation 298.
- b) Part-time permanent teachers, part-time probationary or teachers on Recall who are accepted by the Board for additional employment as Occasional Teachers shall be covered by this Agreement in respect of the portion relative to such occasional teaching employment.

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

ARTICLE 4 - DEFINITIONS:

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

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

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for a period of ten (10) or more consecutive teaching days as a replacement for the same teacher.

- c) Short-Term Secondary Occasional Teacher: A Short-Term Secondary Occasional Teacher shall mean a Secondary Occasional Teacher who is not a Long-Term Secondary Occasional Teacher.
- d) Uncertified Secondary Occasional Teacher: An Uncertified Secondary Occasional Teacher shall mean a person who does not hold a valid Ontario Teacher's Certificate or equivalent standing who is employed by the Board in accordance with the current Regulations of the Education Act.

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

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

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

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

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ARTICLE 5 - STRIKES AND LOCKOUT:

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

ARTICLE 6 - QUALIFICATIONS:

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

ARTICLE 7 - UNION DUES AND ASSESSMENTS:

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

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

ARTICLE 8 - UNION REPRESENTATION:

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

8.2

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

8.3

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

- 8.4.1 The Board recognizes the right of a Secondary Occasional Teacher to be represented by a Union representative at any disciplinary/investigative meeting.

- 8.4.2 An employee has the right to stop an individual meeting with an Administrator to seek Union representation.

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

- a) space on the OSSTF bulletin board for the posting of notices which may be of interest to Secondary Occasional Teachers and that are acceptable to

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the parties, providing there is space available in a place not visible to the students or general public;

- 8.6 The Union shall be allowed to carry out Union business on the Board's premises, outside of regular school hours subject, to prior permission from the Principal of the school and the appropriate Superintendent of Education.

ARTICLE 9 - METHOD OF PAYMENT:

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

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ARTICLE 10 - RATE OF PAY:

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

a) **Certified Secondary Occasional Teachers:**

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

Effective Date:	Daily Rate:
September 1, 2019 (1%)	\$243.21
September 1, 2020 (1%)	\$245.64
September 1, 2021 (1%)	\$248.10

NOTE: Extension Agreement – 2017 – 2019 RATE OF PAY

September 1, 2017 \$234.88 (1.5%)
September 1, 2018 \$237.23 (1%)
February 1, 2019 \$239.60 (1%)
August 31, 2019 \$240.80 (.5%)

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

Effective Date:	Daily Rate:
September 1, 2019 (1%)	\$185.47
September 1, 2020 (1%)	\$187.32
September 1, 2021 (1%)	\$189.19

NOTE: Extension Agreement – 2017 – 2019 RATE OF PAY

September 1, 2017 \$179.12 (1.5%)
September 1, 2018 \$180.91 (1%)
February 1, 2019 \$182.72 (1%)
August 31, 2019 \$183.63 (.5%)

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

Effective Date:	Daily Rate:
September 1, 2019 (1%)	\$148.26
September 1, 2020 (1%)	\$149.74
September 1, 2021 (1%)	\$151.24

NOTE: Extension Agreement – 2017 – 2019 RATE OF PAY

September 1, 2017 \$143.18 (1.5%)

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September 1, 2018 \$144.61 (1%)
February 1, 2019 \$146.06 (1%)
August 31, 2019 \$146.79 (.5%)

10.2

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

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

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

10.5

a) Secondary Occasional Teachers shall be paid as follows :

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

- b) In cases where the Secondary Short-Term Occasional Teacher is replacing a Teacher in full-day Co-op, LEAD, Section 23 or other specialized classes where student-mentoring replaces other Additional Professional Assignments, 4 periods may be assigned and = 1.0 day.
- c) Secondary Short-Term Occasional Teachers shall assume (on a pro-rated basis) the Additional Professional Assignments that would normally be assigned to the regular [Central Terms Table of Contents](#), or [Local Terms Table of Contents](#)

teacher they are replacing, unless required by emergency. Notwithstanding the foregoing, no supervisions outside the scheduled school day shall be assigned to a Short-Term Occasional Teacher.

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

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

ARTICLE 11 - PROFESSIONAL ACTIVITY DAYS & BOARD HOLIDAYS:

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

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

11.2

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

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

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

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11.3

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

11.4

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

ARTICLE 12 - WORKING CONDITIONS:

- 12.1 For each Occasional assignment, the school shall provide the Occasional Teacher with: the necessary keys, a timetable for the Secondary Occasional Teacher's assignment including supervision duties, a class list, a seating plan, student safety plan information, and the names of students with special education and health-related needs.
- 12.2 It is understood that the assessment and evaluation of students is an on-going process. It is the responsibility of the LTO Teacher to provide all assessment, evaluation, applicable report card comments and other information to the returning teacher prior to leaving the Long-term assignment.
- 12.3 When a Secondary Occasional Teacher is required to replace an absent Day School Teacher who works in two different schools, on the same day, the Board shall reimburse the Secondary Occasional Teacher for travel between the two schools, at the current kilometre rate in accordance with Board policy. The necessary forms are available at the work site.

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- 12.4 A Secondary Occasional Teacher who is called for an assignment who reports for work and finds that his/her services are not required shall be paid for one half day and shall be assigned professional duties for that time.
- 12.5 In the event of the emergency closure of a school or early dismissal for weather-related reasons, a Secondary Occasional Teacher on a full-day assignment in the school, shall be paid as follows :
- a) if the closure or dismissal occurs prior to the lunch break, the Secondary Occasional Teacher shall be paid for a half day .
 - b) if the closure or dismissal occurs after the lunch break, the Secondary Occasional Teacher shall receive one (1) full day's pay.
- 12.6 Notwithstanding the foregoing, Secondary Occasional Teachers shall be required to remain at the school as required by the Principal. In the event a closure or dismissal occurs prior to the lunch break and the Principal requires the Secondary Occasional Teacher to remain at the school after the lunch break, the Secondary Occasional Teacher shall be paid for a full day. In cases of the foregoing, a Secondary Occasional Teacher may be reassigned to a different school within the geographical area to support the operational needs of the school.
- 12.7 Any time lost due to emergency closure or early dismissal shall not constitute a break in the Assignment of a Long-Term Secondary Occasional Teacher.
- 12.8 Notwithstanding, 12.5 a) and b) and 12.6, the Board shall give a minimum of one (1) hours' notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without one (1) hours' notice, the Board shall reassign the Occasional Teacher to an available assignment and will pay a minimum of a half day's pay if the Occasional Teacher arrives to the new assignment in a timely manner. If the Teacher refuses the available assignment, they will not be paid.

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

12.9 Inclement Weather

- 12.9.1 In the event of severe weather conditions which result in the cancellation of buses, members in a Long-Term Occasional Teacher position will be expected to make a reasonable effort to report to work.

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- 12.9.2 If a member in a Long-Term Occasional Teacher position in the affected areas of cancellation is unable to report to work because of weather conditions, the member will notify the immediate supervisor as soon as possible. It is expected that the member will continue to make reasonable efforts throughout the day to report to the work site or to an alternative work site.
- 12.9.3 There will be no loss of pay or sick leave provided the Long-Term Occasional member has complied with the requirements of the foregoing.

ARTICLE 13 – HEALTH AND SAFETY:

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

ARTICLE 14 - VERIFICATION OF QUALIFICATIONS AND EXPERIENCE:

14.1 Qualifications:

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

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

14.2 Experience for Long-Term Occasionals

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

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

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- c) After September 1, 1998 Day School Continuing Education experience as a Certified Teacher with the Algoma District School Board, exclusive of the Summer or Night School, shall be recognized up to five (5) school years on the wage grid subject to the following:
 - i) one (1) teaching day equals (5) or more consecutive teaching hours in the same day.
 - ii) less than five (5) teaching hours in one day shall be pro-rated.
- d) Recognition of Technical Experience shall be credited at one (1) year of Technical Experience for each two (2) years of directly Related Technical Experience to a maximum of five (5) years Teaching experience on the Wage Grid.
- e) It is the Secondary Occasional Teacher's responsibility to supply proof of Teaching and Related Technical Experience that is not with the Algoma District School Board. Proof of all teaching experience must be certified by the Board and be submitted in a manner acceptable to the Algoma District School Board.
- f) Recognition of Experience shall not have the effect of a total salary for any member that would pierce the maximum annual salary for the appropriate Category Level or Wage Grid.

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

15.1

- a) The Board shall establish and maintain two Occasional Teacher Lists:
 - a Roster of Occasional Teachers
 - a Long-Term Occasional Teachers' List
- b) The Board shall establish and maintain a Roster for each geographic area.
- c) An Occasional Teacher's ranking on the Roster shall be a seniority-ranked list.

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- d) The Roster shall be updated annually with the name, date of hire to the Bargaining Unit, a summary of the teacher's teaching experience and shall be provided to the Union and posted to the Board's website.

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

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

15.3

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

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vi) personal e-mail address

- 15.4.1 It shall be the responsibility of every Secondary Occasional Teacher to complete, by June 15th of every school year, their Intent to Remain on the Secondary Occasional List for the next school year by accessing their ADSB Employee Portal.
- 15.4.2 The member must also indicate which specific communities in which they shall be available to work.
- 15.4.3 Failure to submit such notice and information shall result in the name of the Secondary Occasional Teacher being removed from the List.
- 15.5 It shall be the responsibility of each Secondary Occasional Teacher to notify, in writing (on a form available online), the appropriate Superintendent of any changes to the Secondary Occasional Teacher's address and telephone number and to ensure that the Board has on file, at all times, his/her current address and telephone number. Failure to do so shall result in the name of the Secondary Occasional Teacher being removed from the List.
- 15.6 It shall be the responsibility of each Secondary Occasional Teacher to provide the appropriate documentation to the appropriate Superintendent of any changes to the Secondary Occasional Teacher's qualifications and to provide documentation thereof in accordance with Article 14.
- 15.7 With the approval of the appropriate Superintendent, a Secondary Occasional Teacher may be granted a Leave of Absence from the Algoma District School Board Secondary Occasional List, to accept a Long-Term Occasional assignment with another Board in accordance with the Voluntary Leave Article 19.
- 15.8
- a) In the event that the Board deems it necessary to remove a Secondary Teacher from the List(s), the Bargaining Unit President will be notified by the appropriate Superintendent of the reasons for such action, prior to the removal of the member's name from the List(s).
 - b) The member will be notified, in writing, of the Board's rationale for removing them from the List(s) with a copy provided to the Bargaining Unit President.
 - c) The Secondary Occasional Teacher may request and may be granted a meeting with the appropriate Superintendent to review the reasons for the Board's decision to remove them from the List(s).

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15.9 Secondary Occasional Teacher Call-Out Procedures

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

15.9.2 The following call-out order shall be used when rotating through the Secondary Occasional Teachers' Geographic List for daily assignments:

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

15.9.3 Notwithstanding 15.9.2:

- a) The Principal or Designate may top-up a Contract Teacher in a partial assignment or a Long Term Secondary Occasional Teacher, to a full assignment, before the call-out procedures are used for daily assignments;
- b) A Recurring Occasional Teacher, as designated by the Principal in consultation with the Superintendent in advance, may be used for daily assignments for a teacher where it is known that there will be multiple absences of a teacher within a school year;
- c) A List of those Recurring Occasionals, their assigned schools, subject areas and the name of the contract teacher they are replacing will be provided to the Occasional Teacher President by the end of September and February of each school year.
- d) Or absences, known in advance, with duration of five (5) to nine (9) consecutive days, the Principal or Designate may choose someone from the Secondary Occasional Teacher Roster and shall ensure that the [Central Terms Table of Contents](#), or [Local Terms Table of Contents](#)

Occasional Teacher is qualified in the subject(s). Such circumstances shall be reported to the Superintendent, who will report to the Bargaining Unit President.

- e) Other exceptional circumstances, including an emergency, where it is not possible to use the Call-Out Procedure, may allow for a daily assignment to be offered to a teacher without following the rotational call-out procedure. Such circumstances shall be reported to the Superintendent forthwith.

15.9.4 Notwithstanding 15.9.3 c), where it is available, an Automated Call-Out System shall be employed to engage Short-Term occasional teachers, whenever a contract teacher is unavailable to perform their regular duties or assignment and on-calls are not being used to cover the absence.

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

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

15.9.7

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

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

The names of all internal applicants to each job posting along with the information on which members were short-listed for an interview and who the successful candidate

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was for the position; The daily logs for absent contract teachers and who the replacement teachers were.

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

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

15.11 Labour Management Committee

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

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

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

ARTICLE 16 – HIRING TEACHERS IN LONG-TERM POSITIONS:

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

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

- i) If a vacancy is known to be open for more than ten (10) days, in advance, the Board shall immediately post the position.
- ii) If a vacancy is not known, in advance, to extend for ten (10) days or more, the Board shall post the position as soon as possible.
- iii) All Long-Term postings shall be posted on the Board's website and Apply to Education for a minimum of five (5) days.
- iv) Notification of the posting shall be emailed by the Board to the Occasional Teacher President.

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- 16.3 Notwithstanding, in exceptional circumstances, by mutual consent of the Parties, vacancies will not be posted, but will be filled by the most qualified teacher in rotation on the Call-Out list.
- 16.4 Any teacher not placed on the Long-Term Occasional list, or hired for a long-term assignment or a permanent position shall be entitled to a de-briefing meeting at a mutually agreeable time but not more than twenty (20) working days after the request has been made to the appropriate Superintendent.

ARTICLE 17 – PARENTAL/ADOPTION LEAVE:

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

ARTICLE 18 - BEREAVEMENT:

18.1 Bereavement Leave

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

- a) Bereavement Leave shall be granted without loss of pay or Sick Leave credits to Long-Term Secondary Occasional Teachers for the following:
 - i) For the funeral of a Long-Term Secondary Occasional Teacher's father, mother, brother, sister, spouse, common law or same sex partner, child, guardian, mother-in-law, father-in-law, grandparent of employee or spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild.
- b) Bereavement Leave for those situations covered under this Article shall be provided as follows:

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- i) Within a distance of one hundred and fifty (150) km of the Long-Term Secondary Occasional Teacher's principal residence to a maximum of three (3) working or school days.

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

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

ARTICLE 19- LEAVE OF ABSENCE:

- 19.1 Before applying for the following leave(s), the member shall advise their Principal/Immediate Supervisor prior to submitting the leave request. Leave requests are to be made through the Board's Electronic Leave of Absence Form.
- a) A Secondary Occasional Teacher may be granted a Leave of Absence for one (1) school year or part of a school year. The Secondary Occasional Teacher's name shall be removed from the Secondary Occasional Teacher Roster for the period of the Leave and shall be added to the Roster upon termination of the Leave at the request of the Secondary Occasional Teacher.
 - b) Once a Leave of Absence has been approved by the Board, it is the responsibility of the Member to update his/her Apply to Education Account including his/her Calendar of Availability.
 - c) Once the Leave has ended, the Member must update his/her Calendar of Availability in order to receive calls through the automated Call Out system.
- 19.2 Notwithstanding the above, by June 15th of each school year, a secondary occasional teacher may be granted, upon email request to the appropriate Superintendent, an extension of the Leave, for up to one (1) additional year, upon mutual agreement of the Board and the Member.
- 19.3 Upon being approved for an extended leave of absence, the Member will update their online availability calendar.
- 19.4 Upon accepting a long-term assignment with another School Board, the Members will [Central Terms Table of Contents](#), or [Local Terms Table of Contents](#)

contact the Superintendent/Manager of Human Resources, or designate, to advise of their unavailability and may be required to submit a request for a leave of absence. The member will also update their online availability calendar.

- 19.5 Any Secondary Occasional Teacher who does not return upon expiration of the Leave shall be deemed to have resigned from the Board's employ and shall be removed from the Secondary Occasional Teachers' List.

ARTICLE 20 - JURY DUTY:

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

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

- 20.2 A Leave of Absence under this Article, shall not interrupt a Long-Term Occasional's Assignment for the purposes of determining the rate of pay.
- 20.3 All pay, excluding travel, meals and accommodation expenses received from the Court for such appearances, shall be submitted to the Board.

ARTICLE 21 – PRESIDENT LEAVE:

- 21.1 By September 30 of each year, the Bargaining Unit shall provide the Board with the name of its President. The Bargaining Unit may amend the name as required during the school year.
- 21.2 The President shall be granted up to twenty (20) days paid leave during a school year.
- 21.3 The Bargaining Unit shall remit to the Board the cost of the President's leave at the current Occasional daily rate of pay.

Note: In addition to the foregoing, please refer to Central Article 13.00 Provincial Federation Release Days.

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ARTICLE 22 – EXECUTIVE AND/OR COMMITTEE LEAVES:

- 22.1 The Bargaining Unit shall be granted up to ten (10) days per year to attend Provincial Meetings and/ or Conferences.
- 22.2 The Bargaining Unit or Provincial OSSTF shall remit to the Board the cost of the release time, if applicable, at the current daily rate of pay.

Note: In addition to the foregoing, please refer to Central Article 13.00 Provincial Federation Release Days

ARTICLE 23 – COLLECTIVE BARGAINING LEAVE:

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

ARTICLE 24 - SICK LEAVE:

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

- 24.1 The purpose of Sick Leave shall be for absences related to a Long-Term Secondary Occasional Teacher's illness or dental condition.
- 24.2 No Sick Leave days shall be credited to Long-Term Secondary Occasional Teachers on Leave of Absence or on strike or lockout or withdrawal of services.
- 24.3 All medical absences which exceed the five (5) consecutive school days may require documentation acceptable to the Board upon return.
- 24.4
 - a) The Board reserves the right to have a Secondary Occasional Teacher submit a Certificate from a Doctor, named by the Board, regardless of the duration of the illness. The Board agrees to notify the Secondary

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Occasional Teacher of its intent to implement this clause via the Principal/Immediate Supervisor, if the Board so requests.

- b) Where the Board has requested such certification, the Board shall be responsible for the cost of the medical certificate.

ARTICLE 25 – BENEFITS:

Please refer to C7 – Benefits in the Central Terms

ARTICLE 26 – PERFORMANCE APPRAISALS:

- 26.1 Only supervisory officers, secondary school Principals and Vice-Principals shall provide written evaluations of a Secondary Occasional Teacher's competence.
- 26.2 For Occasional Teachers in a Long-Term assignment, of any duration, the administrator completing the Appraisal shall use the Employer's Performance Appraisal process for Long-Term Occasional Teachers.
- 26.3 Any Occasional Teacher may request feedback.
- 26.4 Following an Unsatisfactory Performance Appraisal Rating, the Employer's Appraisal process for Long-Term Occasional Teachers shall be used to determine the timing of the next Appraisal.

ARTICLE 27 - RESIGNATION:

- 27.1.1 A teacher on the Secondary Occasional Teacher's Roster shall be required to provide the Board, through the appropriate Superintendent, with two (2) weeks written notice of the Secondary Occasional Teacher's intent to resign.
- 27.1.2 In the event a Secondary Occasional Teacher signs a contract with another Board, they shall be required to resign from the Roster, upon email note to the appropriate Superintendent within two (2) school days.
- 27.2
 - a) Notwithstanding the above, a Secondary Occasional Teacher employed in a Secondary Long-Term Occasional position shall be required to provide the Board with four (4) weeks written notice of the Secondary Occasional Teacher's intent to resign.

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- b) If requested, the Board shall attempt to release the Secondary Occasional Teacher earlier than the four weeks provided the Board can hire a suitable qualified replacement.

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

ARTICLE 28 - ACCESS TO INFORMATION:

28.1 A Secondary Occasional Teacher shall have access to his/her own Personnel File upon request during regular office hours and in the presence of a Board designated representative.

28.2 The Secondary Occasional Teacher shall have the right to make copies of any material contained in such File or the Teacher may designate, in writing, an alternate to view and/or copy the file on behalf of the Secondary Occasional Teacher.

28.3 The Member may be charged reasonable costs for said copies at the discretion of the Superintendent/Manager of Human Resources or their designate.

28.4 The Secondary Occasional Teacher may be accompanied by one other person who shall have access to the information contained in the File.

28.5 Documents contained in the Human Resources Personnel file of a disciplinary nature and all supporting documents shall be removed from these files two (2) years after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary material regarding suspensions, harassment, or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in the Human Resources Personnel file.

28.6 The Board has the right to refuse frivolous or vexatious requests with respect to access.

ARTICLE 29 - DISCIPLINE AND DISCHARGE:

29.1 A Secondary Occasional Teacher who is to be interviewed by management regarding discipline shall have the right to union representation at all meetings.

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29.2

- a) A Secondary Occasional Teacher shall be notified, in writing, of the reasons for discipline when a record of same is to be placed in the Secondary Occasional Teacher's Personnel File.
- b) Prior to any meeting (including teleconference meeting) with the Board to discuss the reasons for discipline the Board will advise the Secondary Occasional Teacher Bargaining Unit President of said meeting.

29.3

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

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

ARTICLE 30 – GRIEVANCE, MEDIATION AND ARBITRATION:

30.1 GENERAL

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

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

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

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

30.2 INDIVIDUAL GRIEVANCE

30.2.1 Informal Member(s) Initiated

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

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

30.2.2 Step 1

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

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

30.2.3 Step 2

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

30.2.4 If the reply of the Director is unacceptable to the Bargaining Unit, or, as the case may be, if a Joint Meeting of the Grievance Committee fails to resolve the matter, the Bargaining Unit shall then advise the Board of their position within five (5) School Days from the date of receipt of the reply.

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

30.3 PARTY GRIEVANCE (BARGAINING UNIT OR BOARD INITIATED)

30.3.1 Informal Discussion

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

30.3.2 **Step 1**

- a) In the event that informal discussion did not result in a resolution to the matter, the Party wishing to file a Grievance shall do so, in writing, to either the Director or the Bargaining Unit President, as the case may be, within five (5) School Days of the informal Meeting.
- b) Such written Grievance shall contain:
 - i) a description of how the alleged dispute is in violation of the Agreement, including the relevant Article number(s); and
 - ii) a statement of the facts to support such Grievance; and
 - iii) a relief sought; and
 - iv) the signatures of the duly authorized officials of either the Bargaining Unit or the Board, as the case may be.
- c) A Joint Meeting of up to three (3) representatives from each Party's Grievance Committee shall be convened within ten (10) School Days of receipt of the written Grievance to discuss the Grievance and attempts to resolve the dispute.
- d) The Director or President of the Bargaining Unit, as the case may be, shall respond, in writing, to the Grievor within those fifteen (15) School Days of the receipt of the written Grievance.

30.3.3 **Step 2**

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

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

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

30.4 ALTERNATIVE FORMS OF GRIEVANCE - MEDIATION

30.4.1

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

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

30.5 ARBITRATION

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

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

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

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

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

- 30.5.4 If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairman within five (5) Working Days, the appointment shall be made by the Minister of Labour, under the Ontario Labour Relations Act upon the request of either Party.
- 30.5.5 The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the Parties and/or Representatives and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the Parties and upon the Member(s) and Board.
- 30.5.6 The decision of the majority is the decision of the Arbitration Board, but, if there is no majority, the decision of the Chairman governs.
- 30.5.7 The Arbitrator or Arbitration Board, as the case may be, shall not by his/her decision add to, delete from, modify or otherwise amend the provisions of the Collective Agreement.
- 30.5.8 The fees for a single Arbitrator, or a Chairman of the Board of Arbitration, shall be shared equally by the Parties. Each Party shall pay the costs of its nominee to a Board of Arbitration where used.
- 30.5.9 Upon Mutual Consent, the Grievor may submit the Grievance to a single Arbitrator who shall have the same power as a Board of Arbitration.

ARTICLE 31 - COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION:

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

ARTICLE 32 - TERM OF AGREEMENT:

- 32.1 This Agreement shall be in force from September 1, 2019 to August 31, 2022, and shall continue from year-to-year thereafter, unless either party serves notice to renegotiate the terms of this Agreement as provided herein. All terms and conditions of this Agreement shall be effective.

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

32.2 Either Party to this Collective Agreement may, within the period of one-hundred-and-eighty (180) calendar days, before the Agreement ceases to operate, give notice, in writing, to the other Party of its desire to bargain with a view to the renewal with or without modifications, of the Agreement or to the making of a new Agreement.

Within fifteen (15) working days or receipt of notice to bargain by either Party, the other Party shall make every effort to enter into negotiations for a renewal or revision of the Agreement.

APPENDIX A: LETTER OF INTENT

Re: Transportation of Students by Secondary Occasional Teachers

The Board agrees to distribute the following memorandum from the Superintendent of Education responsible for school operations to all Secondary Principals, on an annual basis:

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

APPENDIX B – LETTER OF UNDERSTANDING ON PROFESSIONAL DEVELOPMENT

The Parties agree to the following:

- Establish a joint OSSTF OTBU/Board Professional Development Committee made up of a maximum of three (3) representatives of the Union and three (3) representatives of the Board.
- The Parties will collaborate and develop a framework for professional development activities that will be made available to all Occasional Teachers
- The Parties will agree to meet by September 30th, or at a mutually agreed to extension, to prioritize the identified needs and identify the goals of the Professional Development Committee
- The Parties will determine the number and potential dates of the professional development activities
- The Parties agree to share resources and expertise in order to provide the professional development to Members.
- Nothing precludes the Board from offering additional professional development opportunities.

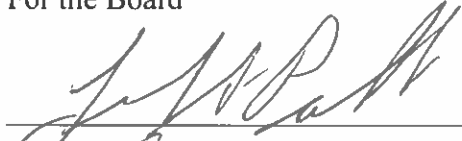
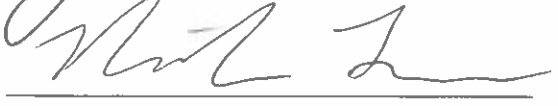


APPENDIX C – LETTER OF UNDERSTANDING RE: PROTOCOL FOR COMMUNICATING HEALTH AND SAFETY INCIDENTS THAT COULD OCCUR IN THE WORKPLACE

The parties agree to the following:





- Establish a protocol for the Board to communicate information about health and safety incidents in the workplace that may impact Occasional Teachers who are assigned to a site
- The Board and the Union will meet to discuss this protocol during Labour Management meetings in the 2020-2021 school year
- The Board and Union will continue to review the protocol as needed to ensure effective implementation with the goal of ensuring the health and safety of its Occasional Secondary Teachers

Signed this 7 day of October, 2020 at Sault Ste. Marie, Ontario.

For the Board

For the Union

COLLECTIVE AGREEMENT

between

RAINBOW DISTRICT SCHOOL BOARD

and

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

representing

THE OCCASIONAL TEACHERS, DISTRICT 3

September 1, 2019 to August 31, 2022

PART A

Central Terms

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

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

C1.2 Implementation

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

C1.3 Parties

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

C1.4 Single Collective Agreement

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

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

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

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

C2.3 Notice to Bargain

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

- ii. within such greater period agreed upon by the parties; or
- iii. within any greater period set by regulation by the Minister of Education.

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

C3.00 DEFINITIONS

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

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

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

C5.00 CENTRAL GRIEVANCE PROCESS

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

C5.1 Definitions

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

C5.2 Central Dispute Resolution Committee

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

- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

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

C5.4 Referral to the Committee:

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

C5.5 Voluntary Mediation

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

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

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

C7.00 BENEFITS

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

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

C7.1 ELHT Benefits

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

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

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

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

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

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

C7.3 Funding

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

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

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.

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

C7.5 Benefits Committee

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

C7.6 Privacy

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

C7.7 Benefits not provided by the OSSTF ELHT

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

C7.8 Benefits for Daily Occasional Teachers

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

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

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

C7.9 Payment in Lieu of Benefits

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

C7.10 WSIB Top-Up

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

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

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

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

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

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

C9.00 SICK LEAVE

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

a) Sick Leave Benefit Plan

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

b) Sick Leave Days

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

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

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

d) Eligibility and Allocation

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

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

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

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

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

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

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

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

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

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

g) Administration

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

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

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

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

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

C12.00 OCCASIONAL TEACHERS AND PA DAYS

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

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

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

C14.00 E-LEARNING

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

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

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

B. Other Retirement Gratuities

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

APPENDIX B – ABILITIES FORM

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

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

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

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

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

Please check one:

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

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

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

First Day of Absence:

General Nature of Illness (please do not include diagnosis):

Date of Assessment:

dd mm yyyy

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

PHYSICAL (if applicable)

Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (please specify):</td> <td><input type="checkbox"/> Other (please specify):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):										

APPENDIX B – ABILITIES FORM

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

Completing Health Care Professional Name:
(Please Print)

Date:

Telephone Number:

Fax Number:

Signature:

**LETTER OF AGREEMENT #1
BETWEEN**

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

AND

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

RE: Sick Leave

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

Such issues include but are not limited to:

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

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

**LETTER OF AGREEMENT #2
BETWEEN**

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

AND

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

RE: Status Quo Central Items

Status quo central items

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

Issues:

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

LETTER OF AGREEMENT #3

BETWEEN

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

AND

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

RE: Central Items That Modify Local Terms

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

1. Certification Group/Category Rating Statement Provider

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

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

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

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

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

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

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

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

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

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

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

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

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

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

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**LETTER OF AGREEMENT #5
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

**LETTER OF AGREEMENT #7
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);

- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

**LETTER OF AGREEMENT #10
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

**LETTER OF AGREEMENT #12
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s

most recent yearly statement for the year ending no later than August 31, 2015.

- d. The Trust shall retain rights to the data and the copy of the software systems.

- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated.

Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for

any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and

e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STDLP). The SEB Plan pay will be the

difference between the gross amount the teacher receives from E.I. and their regular gross pay;

2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

PART B

Local Terms

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ARTICLE L1 - PURPOSE

- L1.01 It is the intent and purpose of the Parties to this Collective Agreement, hereinafter referred to as "the Agreement", to set forth the terms and conditions of employment which have been mutually agreed upon and which shall be applicable to all members of Occasional Teachers' Bargaining Unit, OSSTF District 3 and the Board during the effective period of the Agreement.

ARTICLE L2 – AGREEMENT PROCESSES

- L2.01 Amendments (deletions, additions or substitutions) to the clauses defined herein may be made during the term of this Agreement only by the mutual consent in writing of the parties. The parties agree to meet within twenty (20) days of receipt of notification from either party to discuss any proposed amendment(s).

ARTICLE L3 - RECOGNITION

- L3.01 The Board recognizes the O.S.S.T.F. as the exclusive Bargaining Agent for all the secondary Occasional Teachers employed by the Board and covered under this Agreement.
- L3.02 The O.S.S.T.F. recognizes the negotiating committee of the Board as the body competent to represent the Board and negotiate on its behalf.
- L3.03 Both the O.S.S.T.F. and the Board recognize the right of each other to have, if the need should arise during the negotiations process, advisers, agents or any other duly authorized representatives to assist in reaching a collective agreement.
- L3.04 The O.S.S.T.F. shall inform the Board in writing of the names of its selected or appointed Executive and/or Committee Members prior to September 30th.
- L3.05 There will be a Labour/Management Committee comprised of no more than three (3) representatives from each party. The Committee will meet at the request of either party at a time mutually agreed upon to discuss non-grievable matters of concern.

L3.06 Health and Safety

The Board recognizes its obligations under the Occupational Health & Safety Act to provide a safe and healthy environment for teachers and to carry out all duties and obligations under the Act and its accompanying regulations.

The parties agree that an OTBU member who participates in the Joint Occupational Health and Safety Committee shall be granted paid release time for attendance at the meeting.

- L3.07** The Board further recognizes the right of District 3 OSSTF to represent a member at a meeting where discipline is to be imposed or where an allegation of misconduct is being investigated. The Board will inform the occasional teacher that he/she has the right to have a District 3 OSSTF representative present. If the occasional teacher elects to have District 3 OSSTF representation, no discussion of the issue will take place until the District 3 OSSTF representative is present in a timely fashion.

ARTICLE L4 - MANAGEMENT RIGHTS

The O.S.S.T.F. recognizes that it is the right of the Board to:

- L4.01** Provide, maintain, and conduct the operation of its schools in accordance with the laws and regulations of the Province of Ontario and Board Policy.
- L4.02** Hire, transfer, discipline, demote, and discharge teachers for just cause.
- L4.03** Determine all other matters except as expressly defined in this Agreement.

ARTICLE L5 - UNION MEMBERSHIP AND DUES CHECK-OFF

- L5.01** On each pay date on which an occasional Teacher receives a salary advice, the Board shall deduct from each Occasional Teacher the union dues and other amounts chargeable by the Union or an equivalent amount. The amount shall be determined by the Union in accordance with its constitution and made in writing to the Board no later than November 30 for the following January and no later than June 30 for the following September.
- L5.02** The amount deducted in L5.01 shall be remitted to the Treasurer of the O.S.S.T.F. at 60 Mobile Drive no later than the fifteenth (15th) day of the month following the month in which the deductions were made. Such remittance shall be accompanied with a list identifying the Occasional Teachers, the amounts deducted and the number of days worked. An electronic copy of the list shall also be sent to the President of the Bargaining Unit via the district office.

- L5.03 The Board shall deduct from each occasional teacher pay cheque a local levy. The amount of the levy will be communicated to the Board in writing by the Union in June of each year for the upcoming year. The Board agrees to remit monies collected under the provision to the Treasurer of District 3 OSSTF on a monthly basis.
- L5.04 The Union shall indemnify and save the Board harmless from claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.
- L5.05 The Board agrees to provide every Occasional Teacher with an electronic copy of the Collective Agreement in effect and to provide the name of the Occasional Teacher President, the name of the District President and the office address on file with the Board. Each new Occasional Teacher will be provided with an electronic copy of the collective agreement at the time she/he is hired as well as any current information relative to this collective agreement.

As soon as possible, after ratification of the Agreement, each member of District 3 OSSTF shall receive an electronic copy of this agreement by email.

ARTICLE L6 - UNION MEMBERSHIP

- L6.01 All employees shall, as a condition of employment, maintain union membership or join the union within thirty (30) days after the signing of this Agreement and remain union members in good standing. All new employees shall, as a condition of employment, join the union within thirty (30) days of employment and remain union members in good standing.

ARTICLE L7 - NO DISCRIMINATION

- L7.01 The employer shall not discriminate against employees with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, marital or parental status, religion, nationality, ancestry, or place of origin, union membership or activity, family relationship, place of residence, political affiliation or activities or sexual orientation.

ARTICLE L8 - DEFINITIONS

- L8.01 Occasional Teacher shall bear the meaning given in the *Education Act* as amended from time to time and for the purpose of this agreement shall be referred to as Long Term Occasional Teacher and Short Term Occasional Teacher.

- L8.02 a) Long Term Occasional Teacher means a teacher who is employed as a replacement teacher for the same teacher for more than ten (10) consecutive teaching days. Statutory holidays and days disrupted by inclement weather, jury duty, professional development days, subpoena, quarantine or bereavement leave, shall not constitute an interruption in a working assignment. Long-term status will be backdated to the first day of replacement for the purpose of salary rates - Article L9.
- b) A long term occasional teacher shall not have to further fulfil these requirements if called upon to relieve for the same teacher after a break of no longer than 10 school days from the end of the previous absence.
- L8.03 Short Term Occasional Teacher means a teacher who is employed as a replacement teacher for the same teacher for ten (10) or fewer consecutive teaching days.

ARTICLE L9 - SALARY RATES

- L9.01 The rates of pay for occasional teachers will be as follows. It is understood that these rates include vacation pay and statutory holiday pay where applicable.
- a) The daily rate for uncertified short term occasional teachers will be 80% of Group 1 Year 0, divided by 194: September 1, 2019 – \$194.12; September 1, 2020 - \$196.07; September 1, 2021 - \$198.02
- b) The daily rate for certified short term occasional teachers will be 100% of Group 1 Year 0, divided by 194 plus 1% in lieu of benefits.
- | | |
|-------------------|--------------------------------|
| September 1, 2019 | $\$242.65 + \$2.42 = \$245.08$ |
| September 1, 2020 | $\$245.08 + \$2.45 = \$247.53$ |
| September 1, 2021 | $\$247.53 + \$2.48 = \$250.01$ |
- c) Salary for long term occasional teachers will be calculated in the proportion that the total number of school days for which the teacher performs his/her duties in the school year bears to the total number of school days in the school year. Long term occasional teachers shall be paid according to his/her placement on the salary schedule in effect in the Collective Agreement between Rainbow District School Board and OSSTF District 3 - Secondary Teachers and in accordance with his/her years of experience on file with the Board at the time of assignment to the long-term position.

L9.02 Calculation of Teaching Experience

- a) The calculation of years of teaching experience to be credited for salary calculation for long term occasionals will be made annually and will be determined by calculating the total years of teaching experience to the end of June in the day school program in elementary and secondary schools in Ontario. Only experience as a probationary/permanent teacher and experience as a long-term occasional for periods of twenty (20) or more consecutive days of teaching shall be credited. Continuing Education teaching experience with the Rainbow District School Board which commenced on or after September 1, 1999 will be recognized at the rate of one month of teaching experience per continuing education credit taught. The total number of complete teaching months i.e. periods of twenty (20) or more consecutive days of teaching shall be divided by ten (10). Periods of teaching experience of less than one month will be accumulated and rounded to complete months on the basis of (twenty) 20 days per month. Where the remainder in such division is 5 months or greater, an additional year will be granted.
- b) Effective September 1, 2021, daily secondary occasional teaching will be recognized for grid placement for long term occasional contracts. The calculation of such experience will be limited to Rainbow secondary daily occasional teaching experience only, earned commencing September 1, 2020. Experience will be credited at the rate of 1/194 for each equivalent two (2) full occasional teaching days taught.

L9.03 Category Classification

It shall be the responsibility of the long-term occasional teacher to obtain a Qualifications Evaluation Council of Ontario (QECO) and present same to Human Resources on or before December 15th for a long-term assignment which commences on or after September 1st. Evidence of change in level received up to December 15th will entitle the teacher to the revised salary retroactive to the beginning of the long-term assignment (but in no case prior to the start of the school year) provided the qualifications for the changes in level were obtained prior to September 1st. When it appears that a teacher will be unable, through no fault of his/her own, to obtain a QECO Statement prior to December 15th, the teacher shall inform the Board in writing by December 15th and submit proof of application. If, in the opinion of the Board, the teacher was unable to obtain a QECO Statement, through no fault of his/her own, the adjustment will be made on receipt of the QECO Statement retroactive to the beginning of the school year. If a teacher submits evidence of level change after December 15th, but prior to June 1st, the salary adjustments will be made effective as of the first of the month immediately following receipt of such evidence by Human Resources.

ARTICLE L10 - WORKING CONDITIONS

- L10.01 The occasional teacher will be given an equivalent timetable to the regular teacher being replaced including the number of classes, supervision, on-calls and other appropriate teaching duties including the supervision duties of the teacher being replaced.
- L10.02 When substituting for a teacher who has less than three (3) semester classes (or equivalent), the occasional teacher may be required to teach three (3) semester classes (or equivalent).
- L10.03 Every effort will be made to inform the occasional teacher at the end of the school day, whether or not they are required for the same teaching assignment the following day in the same school.
- L10.04 a) In the event the occasional teacher is required to be absent from an assignment due to illness, the teacher shall notify the principal of the school to which he/she is assigned.
- b) If the occasional teacher is unable to accept assignments for a period of time, the teacher shall notify the Board Office of this fact.
- L10.05 a) The Board shall give a minimum of two (2) hours' notice where possible, of cancellation of any pre-arranged assignment.
- b) Should a pre-arranged assignment be cancelled without notice, the employer shall pay the occasional teacher for .67 of a day and the principal will assign alternate duties in an educational capacity.
- c) Should the board cancel buses or classes and such announcement be communicated through the media on the radio, all short term occasional teaching assignments will be deemed to be cancelled with 2 hours' notice and no short term occasional teacher is expected to report to work and will not be paid for that day.
- L10.06 A long term occasional teacher in an assignment with an established duration will be given a minimum of three (3) days' notice of termination of the assignment in the event the assignment is to be terminated prior to the originally identified termination date unless such termination is for cause. During such period, the principal may assign the long term occasional teacher to other duties.
- L10.07 An occasional teacher who has completed nine (9) days of a replacement assignment may not be replaced by another occasional teacher, unless it is by mutual consent or the replacement teacher is unable to teach, except in cases of removal for disciplinary reasons.

- L10.08 (a) Occasional teachers on a short term assignment will receive access to the classrooms to be used by the Occasional Teacher during their assignment.
- (b) The school will have a process in place to lock down the classroom(s) in case of emergency.
- (c) Every secondary school will supply to each short term occasional teacher in that school a package containing:
- (i) Current class list for each class assigned
 - (ii) Current seating plan for each class assigned
 - (iii) A map of the school
 - (iv) A copy of the school discipline code and other relevant policies including lockdown and shelter in place policies
 - (v) The name(s) of appropriate teacher(s) from whom the occasional teacher may expect to receive assistance in the assigned subject(s) or classes (and their location)
 - (vi) Details of work assignment for each class, if available
 - (vii) School timetable for that day
 - (viii) Details of any special events planned for that school day
 - (ix) Particulars of medical needs of students will be communicated verbally to the occasional teacher, where possible
 - (x) All teachers in a long term occasional assignment will be supplied, by the Board, a computer for the length of their teaching assignment.
- (d) All teachers in a Long Term Occasional assignment will be provided with keys to the classrooms that they are required to teach in.
- L10.09 In each school there will be a portion of the O.S.S.T.F. bulletin board maintained by the staff representative for the sole use of occasional teachers.
- L10.10 Every full-time teacher will have 40 consecutive minutes for lunch free from teaching and non-teaching duties to be scheduled anytime from the start of the period immediately preceding the lunch period to the end of the period immediately following the lunch period.
- L10.11 Uncertified short-term occasional teachers cannot be hired if there is an available, qualified occasional teacher on the list.

ARTICLE L11 - CALL-OUT ERRORS

- L11.01 An Occasional Teacher who reports for a half-day assignment as a result of a call-out error on the part of the Board shall be given appropriate employment in an educational capacity for one half day and shall be paid a half-day's pay for reporting for duty.
- L11.02 If an Occasional Teacher has been called in error for a full-day assignment, the Occasional Teacher shall be given appropriate employment in an educational capacity for a half day and shall be paid a half-day's pay for reporting for duty.

ARTICLE L12 - JOB POSTINGS

- L12.01 When Long Term Occasional Teacher positions are confirmed, the Board agrees to post the positions by grade and/or subject for a period of three (3) school days. Notice of vacancy will be provided electronically to the President of the Bargaining Unit and to the OSSTF District 3 office.
- L12.02 The principal will interview a minimum of two (2) qualified applicants for a long term occasional posting provided sufficient candidates have applied. The candidate must be available for an interview on the evening of and the following day the posting closes.
- L12.03 The job posting form created by the Board will require occasional teachers applying to LTO postings to provide the Federation with a copy.

ARTICLE L13 - GRIEVANCE PROCEDURE

L13.01 DEFINITIONS

A "grievance" shall be defined as any matter arising from the interpretation, application, administration or alleged violation of this Agreement,

- i) individual grievance is a grievance lodged on behalf of one (1) of its members by the Union,
- ii) group grievance is a grievance lodged on behalf of two (2) or more of its members by the Union,
- iii) policy grievance is a grievance lodged by either party other than under (i) and (ii) above;

L13.02 a "party" shall be defined as,

- i) the Union,
- ii) the Board;

L13.03 the "Grievance Committee" shall refer to,

- i) in the case of the Board, the Board or a Committee of the Board duly appointed and authorized by the Board to act in that behalf,
- ii) in the case of the Union the Grievance Committee duly appointed and authorized by the Union to act.

L13.04 "days" shall mean instructional days unless otherwise indicated. Acknowledging that both parties wish to have grievances resolved as expeditiously as possible, by agreement the grievances may proceed during the summer months. In such circumstances, Mondays through Fridays in July and August shall count as instructional days.

L13.05 PROCEDURES - INDIVIDUAL GRIEVANCE

a) Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the member with the principal within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, the Union may file a formal grievance at Step One, within ten (10) days of the informal stage.

b) Step One

The Union may initiate a written grievance with the Director of Education, or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Collective Agreement; AND
- ii) a statement of the facts to support the grievance; AND
- iii) the relief sought; AND
- iv) the signature of the duly authorized official of the Union and the member concerned.

c) Step Two

If no settlement is reached at Step One, the Union, may, within ten (10) days of receipt of the written reply of the Director or designate, refer the matter to the Board's Grievance Committee. The Board's Grievance Committee shall meet with the Union's Grievance Committee within ten (10) days of receipt of the written request of the Union to discuss and endeavour to solve the problem.

The Board's Grievance Committee shall answer the grievance in writing within ten (10) days of the meeting.

If the reply of the Board's Grievance Committee is unacceptable to the Union, it may, within fifteen (15) days of receiving the written reply of the Board, apply for arbitration.

L13.06 Policy and Group Grievance

The Union has the right to file a policy grievance or group grievance on behalf of two or more members who are similarly affected as a result of an alleged violation of the Collective Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that a Board grievance

shall be filed with the President of the bargaining unit and at Step Two, the Board's Grievance Committee shall present its grievance to OSSTF's Grievance Committee.

L13.07 Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party either that it accepts the other party's appointee as a single arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

The Arbitration Board shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher or employer affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs.

The single arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.

The single Arbitrator or Board of Arbitration shall have the power to relieve against timelines and modify penalties including discharge and disciplinary penalties.

Cost of Arbitration

The fees for a single arbitrator, or a Chair of a Board of Arbitration shall be shared equally by the parties.

Other costs incurred by each party shall be the responsibility of that party.

- L13.08 Time restrictions may be extended if mutually agreed upon in writing. If the grievor fails to comply with the time limits, the grievance shall be deemed to be abandoned. If the respondent fails to comply with the time limits, the grievor shall be at liberty to enter the grievance in the next succeeding stage. Forwarding of the required documents by registered mail or delivery by hand to the party's representative within set time limits shall be considered as complying with the time limits.

L13.09 There shall be no reprisals of any kind taken against any person because of his/her participation in the grievance or arbitration procedure under this Agreement.

L13.10 Should the investigation or processing of a grievance require it, a grievor or the union representative shall be released from regular duties without loss of salary.

ARTICLE L14 - OCCASIONAL TEACHERS' LIST

L14.01 (a) For each September, the Board shall prepare a list of Occasional Teachers. Subject to clause (b), the total number of occasional teachers on the list shall not normally exceed 160 Occasional Teachers.

(b) In each September, the figure of 150 Occasional Teachers referred to in clause (a) shall be adjusted by adding the number of Occasional Teachers, if any, who, but for the operation of Article L17 (b), would have been removed from the list of Occasional Teachers at the conclusion of the preceding school year by virtue of Article L14.04 (e).

L14.02 For each bargaining unit occasional teacher whose name is entered on the Occasional Teachers' List, the following information will be provided to the OSSTF District 3 Office by September 15th and February 28th name, address, telephone number, e-mail address, subject(s) which the teacher is qualified and willing to teach, and the geographical areas and/or schools where that teacher has indicated he/she would teach. The List shall be furnished to the schools and the Bargaining Unit President by September 15th and February 28th.

L14.03 The list shall be comprised of the names of: the teachers who were on the List the previous year and have submitted a copy of Appendix C to Human Resources by June 30th their intent to be available for occasional teaching assignments and new teachers hired by the Board subject to L14.01.

L14.04 A teacher's name shall be removed from the list:

(a) when the teacher resigns, or

(b) when the teacher obtains employment as a full-time teacher, or

(c) when the teacher has been dismissed, upon unsatisfactory performance attested to by two (2) principals, or

(d) when the teacher has been dismissed for just cause, or

(e) as of August 31, 2022, when the teacher has not worked four (4) days in the prior school year except when on an approved leave of absence or where the teacher has worked in the elementary panel in excess of 40 days in the same school year as referenced above; or

(f) when the Board becomes aware the teacher is not in good standing with the

Ontario College of Teachers.

- L14.05 A secondary teacher declared redundant, and who has recall rights under the Statutory Agreement, can apply to be placed on the Board's Occasional Teacher List in accordance with L14.03, and these occasional teachers shall be subject to the provisions of this collective agreement for their employment as an occasional teacher. Such placements may pierce the cap on the list.

ARTICLE L15 - EVALUATION

- L15.01 An Occasional Teacher will receive a copy of any written documentation about his/her performance and will have the opportunity to sign as having read it and is entitled to make written comments, if he/she desires. Such documentation and comments will be retained as a part of the Occasional Teacher file.
- L15.02 Corrections and amendments agreed to by both parties shall be made in writing and included in the employee's file. Copies of the changes shall be sent to all parties who received copies of the original.
- L15.03 Employees in the bargaining unit shall have access to their personnel records at reasonable times and shall, upon request, be provided with copies of material contained in such records, which shall be corrected if inaccurate.
- L15.04 The extent of an Occasional Teacher's participation in extra-curricular programs shall not be the subject of adverse commentary in a performance evaluation and shall not be a factor considered in rating any Occasional Teacher's performance unsatisfactory.
- L15.05 Occasional teachers on a Long Term Occasional assignment are eligible to receive a performance evaluation with the agreement of the principal or vice-principal.

ARTICLE L16 - LEAVE OF ABSENCE

The Board will grant a leave of absence to Long Term Occasional Teachers in the following cases, providing reasonable prior notification is given in order that a suitable replacement may be found.

L16.01 Jury Duty

Provided a long term occasional teacher has been employed for three (3) consecutive months or more in the school year, a leave without loss of pay will be granted by the Principal when the teacher is required to be absent because of jury duty, or duty as a witness in any court to which he/she has been summoned in any proceeding to which he/she is not a party or one of the persons charged on a matter not relating to his/her employment with the Board.

L16.02 Quarantine

Provided a long term occasional teacher has been employed for three (3) consecutive months or more in the school year, a leave with pay and without loss of benefits, experience or seniority shall be granted to a teacher for a period for quarantine when declared by the Medical Officer of Health or designate.

L16.03 Bereavement Leave

Effective September 1, 2009, provided a long term occasional teacher has been employed for two (2) consecutive months or more in the school year or the teacher is in a long term assignment that is known to exceed two (2) months he/she will be granted up to five (5) consecutive teaching days in conjunction with the day of the funeral without loss of pay or deductions from sick leave credit in the event of a death of a member of his/her family. The five days may be split between days required for the funeral and days required for the spring interment or memorial service. Immediate family would include father, mother, brother, sister, son, daughter, spouse, grandfather, grandmother, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or guardian. When a long term occasional teacher is required to be absent because of the death of any other person, he/she should be granted at the discretion of the Principal one day off without loss of pay or deductions from sick leave credit.

L16.04 Personal Leave

Provided a long term occasional teacher has been employed for three (3) consecutive months or more in the school year or the teacher is in a long term assignment that is known to exceed 3 months and he/she is required to be absent for personal reasons, he/she shall be granted up to two (2) days without pay per school year, taken individually or in combination. This request must be in writing to the Principal/Supervisor. The purpose of such leave is to attend to matters of personal importance which require the teacher's attendance and which cannot be scheduled outside of the normal school day. A personal leave will not constitute a break in the long-term occasional assignment.

L16.05 Union Leave

- (a) At the request of the Bargaining Unit President, the Employer shall grant up to twenty-five (25) days paid release to member(s) of the Union in order to conduct Union business. The member shall be paid the rate the member would have earned that day if the member would have been teaching for the Employer. The Union shall reimburse the Employer for the full cost of the days. The person(s) named shall be treated for all purposes, including, but not limited to the payment of salary, benefits and the accumulation of sick leave and occasional teaching experience as if employed on such days.
- (b) Where the member is requested to serve as a member on a joint employer/employee committee by the Director or his/her designate, the Board shall grant paid release time if the meeting is held during work hours.

L16.06 Pregnancy Leave Benefits

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8)

weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

- L16.07 Any teacher covered under this collective agreement may apply once for a general leave of absence for a period of up to one school year and will remain as an occasional teacher with the Board.

ARTICLE L17 – UNION LEAVE FOR SHORT TERM OCCASIONAL TEACHERS

- L17.01 (a) Subject to clause (c), and upon written request of the Bargaining Unit President, the Board shall grant up to a total of twenty (20) days paid release per school year for occasional teachers not on long-term teaching assignments to conduct Union business.
- (b) Subject to clause (c), and upon provision by the Bargaining Unit President of a completed, signed time sheet, the member shall be paid the rate the member would have earned that day if the member had been teaching for the Board. The Bargaining Unit shall reimburse the Board for the full cost of the days. The member named shall be treated for purposes of the payment of salary and statutory benefits and for the purpose of Article L14.04(e) as if employed by the Board on such days.
- (c) Except in emergency situations, any such leave shall not result in the cancellation of a previously-accepted school assignment.

ARTICLE L18 – SICK LEAVE

- L18.01 a) For an absence of five (5) days or more caused by sickness, a certificate of a qualified medical or dental practitioner may be requested by the employee's supervisor, certifying the inability of the employee to attend to his/her duties for five (5) or more consecutive days, before leave with pay will be allowed.
- b) Notwithstanding Article L18.05 (a), the Board may require an employee to submit the certificate required thereunder for a period of absence of less than five (5) consecutive days.

ARTICLE L19 - PROFESSIONAL ACTIVITY DAYS

- L19.01 A Long-Term Occasional Teacher shall be paid for professional activity day(s) during the term of their assignment provided that the teacher participates in the scheduled professional activities.
- L19.02 All other Occasional Teachers shall, upon request, have access to the Board's professional development activities on a volunteer basis without pay subject to availability of space and/or materials.
- L19.03 Effective September 2005, the Board will provide \$1,000 per school year to the President of the Teacher/Occasional Teachers' Bargaining Unit to be used for professional development for the occasional teachers.
- L19.04 The board shall provide information to the President of the Teacher/Occasional Teachers' Bargaining Unit about the planned teacher professional activities to be provided by the Board on a system-wide professional activity day at least five (5) days in advance of any such day.

ARTICLE L20 – HUMAN RESOURCES FILES

- L20.01 a) The Human Resources file pertaining to an Occasional Teacher shall be maintained in the Human Resources Department of the Employer. The Employer shall ensure the files are stored in a secure location and in a confidential manner. The file shall be available and open to the Occasional Teacher for inspection in the presence of an Employer's Human Resources department staff, by appointment during the regular working hours of the department.
- b) An Occasional teacher shall be entitled, upon request, to copies without cost, of any materials contained in the Occasional Teachers' Human Resources file.
- c) If an occasional teacher disputes the accuracy or completeness of material in the human resources file, the Board shall, within 15 days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information. In any event, the teacher shall be at liberty to contest the accuracy or completeness of such information and have the same recorded in the Human Resources file.
- d) When the Board amends information under c) above, the Board shall, at the request of the teacher, notify within 5 school days all persons who received a report based on the inaccurate information.
- e) Where an occasional teacher authorizes, in writing, access to the occasional teacher's Human Resources file, by another person enacting on the occasional teacher's behalf, the Board shall provide such access by appointment as well as copies of materials contained therein.

- f) At the occasional teacher's request, documents contained in an occasional teacher's Human Resources file of a disciplinary nature and all supporting documents shall be removed from this file after the occasional teacher has worked two hundred and fifty (250) teaching days or two (2) years, whichever is longer, for the board after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary material regarding suspensions, harassment, or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in the teacher's Human Resources file.

ARTICLE L21 – ATTENDANCE MANAGEMENT

L21.01 No changes to written Board-wide policies or rules addressing attendance management issues shall be implemented, or applied, to teachers without the Board first providing an opportunity to the Union to comment upon such changes.

L21.02 No medical records or medical information shall be stored in school files. All such information provided by teachers to school administrators shall be kept confidential and shall immediately be forwarded to Human Resources and stored in a confidential manner.

L22 – WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

Occasional teachers are covered by WSIB. They will be paid directly by WSIB for any period of absence approved by WSIB. Occasional teachers are not eligible for any form of WSIB top-up.

IN WITNESS HEREOF: The parties hereto have set their hands and seals this 17
day of May, 2021.

SIGNED ON BEHALF OF:

RAINBOW DISTRICT SCHOOL BOARD

Doreen Dewar

Chairperson

M. Blago

Director of Education

SIGNED ON BEHALF OF:

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION, DISTRICT 3

[Signature]

[Signature]

LETTER OF INTENT

Between:

RAINBOW DISTRICT SCHOOL BOARD

and

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF), DISTRICT 3

Subject: AUTOMATED CALL OUT SYSTEM

The Board agrees to implement an automated call-out system beginning September 2021.

Date at Sudbury this 17 day of May, 2021.

For Rainbow District School Board:

Isauro
B. Bourget

For OSSTE District 3:

[Signature]

LETTER OF INTENT

Between:

RAINBOW DISTRICT SCHOOL BOARD

and

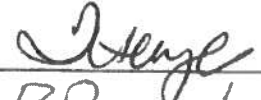
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF), DISTRICT 3

Subject: HIRING PRACTICES

The Board agrees to follow the parameters of the upcoming Ministry PPM regarding Hiring Practices.

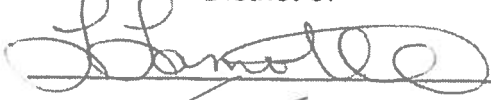
Date at Sudbury this 17 day of may, 2021.


For Rainbow District School Board:



B. Bourget

For OSSTF District 3:





COLLECTIVE AGREEMENT

between

RAINBOW DISTRICT SCHOOL BOARD

and

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

representing

THE TEACHERS' BARGAINING UNIT, DISTRICT 3

September 1, 2019 to August 31, 2022

PART A

Central Terms

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or

- ii. within such greater period agreed upon by the parties; or
- iii. within any greater period set by regulation by the Minister of Education.

c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.

- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.

- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:

☐ Patient is capable of returning to work with no restrictions.

☐ Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3

☐ I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.

First Day of Absence: _____	General Nature of Illness (please do not include diagnosis): _____
---------------------------------------	--

Date of Assessment:
dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)

Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (please specify):</td> <td><input type="checkbox"/> Other (please specify):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
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2B: COGNITIVE (please complete all that is applicable)

Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:

Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.

Additional comments on **Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:**

3: Health Care Professional to complete.

From the date of this assessment, the above will apply for approximately:	Have you discussed return to work with your patient?
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days	<input type="checkbox"/> Yes <input type="checkbox"/> No
Recommendations for work hours and start date (if applicable):	Start Date: dd mm yyyy
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No	
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No	
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy	

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

**LETTER OF AGREEMENT #2
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

**LETTER OF AGREEMENT #3
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**LETTER OF AGREEMENT #5
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

**LETTER OF AGREEMENT #7
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);

- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

**LETTER OF AGREEMENT #10
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

**LETTER OF AGREEMENT #11
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

**LETTER OF AGREEMENT #12
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s

most recent yearly statement for the year ending no later than August 31, 2015.

- d. The Trust shall retain rights to the data and the copy of the software systems.

- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated.

Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for

any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and

e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STDLP). The SEB Plan pay will be the

difference between the gross amount the teacher receives from E.I. and their regular gross pay;

2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

PART B

Local Terms

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ARTICLE L1 – PURPOSE AND DEFINITIONS

L1.01 Purpose

It is the intent and purpose of the Parties to this Collective Agreement, hereinafter referred to as “the Agreement”, to set forth the terms and conditions of employment which have been mutually agreed upon and which shall be applicable to all members of District 3 OSSTF and the Board during the effective period of the Agreement.

L1.02 Definitions

- a) “Board” shall mean the Rainbow District School Board.
- b) “Certification Rating Statement” shall mean the statement issued to a teacher by the Qualifications Evaluation Council of Ontario (QECO) affirming that it has certified the teacher’s qualifications and has placed the teacher in a group in accordance with QECO’s qualification rating statement.
- c) “District 3 OSSTF” shall mean District 3 of the Ontario Secondary School Teachers’ Federation.
- d) “OSSTF” shall mean the Ontario Secondary School Teachers’ Federation.
- e) “Part-time Teacher” shall mean a teacher whose workload is less than fulltime as defined in Article L22.
- f) “Redundant teachers” shall be those in excess of the projected staffing requirements of the system for the upcoming school year as outlined in Article L17.03.
- g) “School year” shall mean the minimum number of days required in the Education Act and Regulations.
- h) “Surplus teacher” shall be a teacher for whom no position will be available in his/her present school in the upcoming school year based on the criteria outlined in Article L17.05.

ARTICLE L2 – AGREEMENT PROCESSES

L2.01 No changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures. (Except for error, inadvertence or omissions, this Agreement shall form the basis of computing all salaries and other conditions defined therein).

L2.02 There shall be no strike or lock-out during the term of this Agreement. The terms “strike” and “lock-out” shall have the meanings ascribed to them in the *Ontario Labour Relations Act* and the *Education Act*.

- L2.03 In the event that the Government of Ontario or the Government of Canada passes or amends statutes and/or regulations, the parties shall meet to discuss the implications of the legislation within 15 days of the written request of either party for such a meeting.

ARTICLE L3 - RECOGNITION

- L3.01 The Board recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the exclusive bargaining agent for every teacher (including teachers on a Letter of Permission), other than occasional teachers, who is assigned to one or more secondary schools or who performs duties in respect of such schools all or most of the time. The Board also recognizes the right of OSSTF to represent Continuing Education teachers employed by the Board.
- L3.02 The Board recognizes the right of District 3 OSSTF to be represented by any duly authorized adviser, agent, counsel, solicitor or representatives, to assist, advise or represent District 3 OSSTF in all matters pertaining to the negotiation and administration of the Collective Agreement.
- L3.03 District 3 OSSTF recognizes the right of the Board to be represented by an affiliated association or any other duly authorized adviser, agent, counsel, solicitor or representative to assist, advise or represent the Board in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L3.04 The Board recognizes the negotiating team of District 3 OSSTF as the agent of OSSTF to negotiate on its behalf.
- L3.05 The Board further recognizes the right of District 3 OSSTF to represent a member at a meeting where discipline is to be imposed or where an allegation of misconduct is being investigated. The Board will inform the teacher that he/she has the right to have a District 3 OSSTF representative present. If the teacher elects to have District 3 OSSTF representation, no discussion of the issue will take place until the District 3 OSSTF representative is present in a timely fashion.
- L3.06 The Board agrees to provide each newly hired teacher with an electronic copy of the collective agreement and any other pertinent information as determined by Board Administration. The teachers' bargaining unit (TBU) President will be given an opportunity for input into the contents of the package for newly hired teachers.
- L3.07 District 3 OSSTF shall notify the Board in writing of the names of its District and Work-site representatives no later than October 15 of each school year. Unless otherwise stated in this collective agreement, communications to District 3 OSSTF shall be directed to the District 3 OSSTF Teachers' President or his/her designate.
- L3.08 The Board will continue the practice of allowing District 3 OSSTF to use part of the monthly staff meeting for OSSTF business.
- L3.09 District 3 OSSTF may hold meetings at the work site either outside of the instructional day or during the teachers' lunch period provided OSSTF gives the school principal at least five (5) school days' notice, unless the parties otherwise

agree or the meeting is requested by an individual teacher.

Where the school principal identifies a scheduling problem, the parties agree to discuss the issue and use their best efforts to identify an alternative date.

L3.10 The Board will respond to reasonable requests from District 3 OSSTF by providing information relevant to the application and negotiation of the collective agreement. Such information includes but is not limited to:

- a) by September 30th each year, an alphabetical list of teachers showing name, work location, home address and phone number;
- b) within 3 school days following each Board meeting a list of teacher resignations, retirements and deaths.

L3.11 Co-Curricular Activities

The Board and District 3 OSSTF believe that co-curricular activities form an integral part of a student's education and recognize the volunteer participation of teachers in the co-curricular program.

L3.12 Health & Safety

The Board recognizes its obligations under the *Occupational Health and Safety Act* to provide a safe and healthy environment for teachers and to carry out all duties and obligations under the act and its accompanying Regulations.

L3.13 The Board shall not discriminate against employees with respect to employment on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, sex, sexual orientation, record of offences, marital status, same-sex partnership status, family status or disability in accordance with the *Ontario Human Rights Code*.

L3.14 District 3/Management Liaison Committee

There will be a Labour/Management Committee comprised of the following members of the Board:

Trustees: Chair of Board
Chair of Labour Relations Committee*
Trustee from Labour Relations Committee
**should the Chair of the Board and the Chair of the Labour Relations Committee be one and the same, a second member of the Labour Relations Committee will be selected.*

Officials: Director of Education
Superintendent of Human Resources

Staff: Manager of Human Resources

OSSTF District 3 membership will be comprised of 3 representatives from the Union. The Union may bring up to 2 additional teachers to the meetings when

topics on the agenda require specific teacher input. The Committee will meet at the request of either party at a time mutually agreed upon to discuss non-grievable matters of concern.

ARTICLE L4 - MANAGEMENT RIGHTS

L4.01 The OSSTF recognizes that it is the right of the Board to:

- a) Provide, maintain and conduct the operation of its schools in accordance with the Acts and Regulations of Ontario and Board policy.
- b) Determine all other matters except as expressly defined in this Agreement.

L4.02 Probationary Period

- a) All teachers shall serve a probationary period of 10 consecutive teaching months from their first day of work.
- b) The Board may extend the probationary period of a teacher for up to one additional period of 10 teaching months provided the teacher is given reasons, in writing, prior to the final month of the probationary period.
- c) A teacher who is declared redundant prior to completing his/her probationary period and who is subsequently recalled, will be on probation for the required period of time to complete the balance of the 10-month probationary period.
- d) A teacher who is absent for any period in excess of 20 consecutive days, excluding school breaks, during his/her probationary period shall have the length of his/her probationary period extended by a period equal to the length of the absence.

L4.03 Just Cause

- a) District 3 OSSTF and the Board agree that no teacher shall be disciplined, demoted or discharged except for just cause.
- b) Notwithstanding L4.03(a), the parties agree that the Board may dismiss a probationary teacher at a lesser standard which shall be defined as cause determined by the Board so long as the Board makes its determination in accordance with basic procedural fairness.

L4.04 Board Policy

The Board must post in all schools, notice of any proposed change in policy that will be recorded in the Policy Manual (or new policy that will be recorded in the Policy Manual). The Board will communicate the proposal to the District 3 OSSTF Teachers' President (or the designate) at least 8 days before disposition by the Board. The Board shall arrange for a formal meeting between the Board representatives and the District 3 OSSTF when requested by either party.

In the context of this Article, policy shall mean any notice of motion that is so identified in the agenda. When adopted by the Board, such policy will be recorded in the Policy Manual.

L4.05 Human Resource Files

- a) A teacher and/or designate shall have access, during normal business hours, to his/her human resource file at the Board office. The teacher must give written permission to the Board which allows a designate access to the file. The teacher/designate may copy any material contained in these files.
- b) A teacher who cannot attend at the Board office during normal business hours may make arrangements through his/her Superintendent to have the Superintendent bring his/her human resource file from the Board Office for the teacher to access at the school at a time mutually agreed between the teacher and Superintendent.
- c) At the request of the teacher, the teacher may be accompanied by one other person who shall have access to such information.
- d)
 - (i) If the teacher disputes the accuracy or completeness of material in the human resources file, the Board shall, within 15 days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information. In any event, the teacher shall be at liberty to contest the accuracy or completeness of such information and have the same recorded in his or her file.
 - (ii) When the Board amends information under d(i) above, the Board shall, at the request of the teacher, notify within 5 school days all persons who received a report based on the inaccurate information.
- e) At the teacher's request, documents contained in a teacher's Human Resources or school file of a disciplinary nature and all supporting documents shall be removed from these files two (2) years after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary material regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in the teacher's Human Resources and School files.

L4.06 School Files

- a) A teacher and/or designate shall have access, during normal business hours, to his/her file in the school. The teacher must give written permission to the Principal which allows a designate access to the file. The teacher/designate may copy any material contained in these files.
- b) At the request of the teacher, the teacher may be accompanied by one other person who shall have access to such information.
- c)
 - (i) If the teacher disputes the accuracy or completeness of material in

the school file, the Principal shall, within 15 days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information. In any event, the teacher shall be at liberty to contest the accuracy or completeness of such information and have the same recorded in his or her file.

- (ii) When the Principal amends information under c(i) above, the Principal shall, at the request of the teacher, notify within 5 school days all persons who received a report based on the inaccurate information.
- d) A teacher may request and the Principal shall, after consultation with Human Resources, consider removal of documents from the school file.
- e) Effective September 1, 2003, the Principal will ensure that a teacher receives copies of any material that may be placed in his/her school file within three working days of the material being filed. Failure to give a copy does not negate the existence of the document and will only result in a copy being provided once the oversight has been discovered.

ARTICLE L5 - CATEGORY DEFINITIONS

L5.01 Teachers will be paid in accordance with their Certification Rating Statement based on the Qualifications Evaluation Council of Ontario (QECO) current certification plan. For teachers on Letters of Standing, the letter of evaluation will be accepted for category placement.

L5.02 Initial Placement

Newly hired teachers will be placed in Category 1 pending receipt of a Certification Rating Statement. Where the Statement is received in the Human Resources Department within 4 months of the date of commencement of employment, salary adjustment will be made retroactive to that date. Otherwise, salary adjustment will be effective on the first of the month following receipt of the Statement in the Human Resources Department. Where it appears the teacher will be unable to obtain the necessary documentation on time through no fault of the teacher, he or she will advise the Board, in writing, and the Board shall extend the deadline.

L5.03 a) Where a teacher qualifies, prior to September 1st for a change in category, the adjustment will be made effective from the beginning of the school year, on submission of the proper documents to the Board by January 31st.

Proper documents will include either

- i) a revised rating statement; or
- ii) proof from QECO that the teacher has submitted documentation relevant to a pending category change and is awaiting a new rating statement

The retroactive category change will be paid to the teacher on receipt of the QECO rating statement.

- b) If a teacher submits evidence of a category change after January 31 of that year but prior to June 1 of the next year, the salary adjustment will be made effective as of the first day of the month immediately following receipt of such evidence by the Manager of Human Resources.
- c) If, due to an extenuating circumstance, evidence required for a category change cannot be obtained by January 31 through no fault of the teacher concerned, consideration will be given to vary from the above policy provided the request is brought to the attention of the Manager of Human Resources before January 31.
- d) In the event that a teacher is mistakenly paid, during the term of this agreement, a salary rate that is higher or lower than that to which the teacher is entitled, the Manager of Human Resources will convene a meeting at the request of the teacher involved and a representative of District 3 OSSTF. At this meeting, the method and timeline for the repayment of these monies by the teacher will be determined.

ARTICLE L6 - SALARY

- L6.01 a) Full time teachers as defined in L22.01 shall be paid in accordance with the following salary grids:

September 1, 2019

	Group 1	Group 2	Group 3	Group 4
0	47075	48676	53718	55031
1	50138	51841	57329	58860
2	53203	55007	60943	62689
3	56265	58171	64556	66517
4	59330	61335	68169	70345
5	62395	64503	71784	74174
6	65457	67667	75395	78002
7	68521	70832	79010	81831
8	71586	73999	82622	85662
9	74649	77162	86236	89490
10	77713	80328	89849	93319
11		83493	93462	97149
12				100976

September 1, 2020

	Group 1	Group 2	Group 3	Group 4
0	47546	49163	54255	55581
1	50640	52360	57902	59448
2	53735	55557	61553	63316
3	56828	58753	65202	67182
4	59924	61949	68851	71049
5	63019	65148	72502	74916
6	66112	68344	76149	78782
7	69207	71541	79800	82650
8	72302	74739	83448	86519
9	75396	77934	87098	90385
10	78491	81132	90747	94252
11		84328	94397	98120
12				101986

September 1, 2021

	Group 1	Group 2	Group 3	Group 4
0	48021	49654	54798	56137
1	51146	52883	58481	60043
2	54272	56112	62168	63949
3	57396	59340	65854	67854
4	60523	62568	69539	71759
5	63649	65799	73227	75665
6	66773	69027	76911	79570
7	69899	72256	80598	83476
8	73025	75486	84283	87384
9	76150	78713	87969	91289
10	79275	81943	91655	95195
11		85171	95341	99102
12				103005

- b) Salary for a part-time teacher shall be pro-rated in the ratio that the teacher's assignment bears to a full-time assignment as defined in Article L22. Salary will be paid to the part time teacher in each semester based on the teacher's assignment in that semester.

c) Allowance for Post Graduate Degrees

Commitments made by the Board or its predecessors with respect to post graduate degrees shall be honoured during the term of this agreement. Such allowances shall be separate from and in addition to the grid salary.

d) Allowance for Positions of Responsibility

Program Leader:

September 1, 2019	4323
September 1, 2020	4366
September 1, 2021	4410

Coordinator:

September 1, 2019	7204
September 1, 2020	7276
September 1, 2021	7349

L6.02 Proof of Teaching Experience

The onus is on the teacher to provide documentation of teaching experience.

All previous elementary and secondary teaching experience obtained while qualified under Ontario standards or equivalent to Ontario standards as determined by the Board will be recognized for placement on the grid. Only experience obtained while in a permanent or probationary teaching assignment or experience as a long term occasional teacher for periods in excess of 20 consecutive teaching days will be included. Continuing Education teaching experience with the Rainbow District School Board which commenced on or after September 1, 1998, will be recognized at the rate of one month of teaching experience per continuing education credit taught.

Retroactive salary to the date of commencement of employment will be paid providing proof of previous teaching experience is received by the Manager of Human Resources within three months of the first day of work.

L6.03 Calculation of Teaching Experience for Salary Purposes

Except for error or omission, teaching experience recognized by the Board for salary purposes on January 1, 1998, will continue to be honoured.

Teaching experience for salary purposes will be calculated as follows:

- a) The calculation of years of teaching experience will be made annually as of September 1st, and will be determined by dividing by 10 the total number of complete months of teaching; i.e. periods of 20 or more consecutive days of teaching. Where the remainder in such a division is 5 months or greater, an additional year will be granted for salary purposes only.
- b) If a period of teaching experience includes a partial month of 10 or more days, this experience will be recognized as a complete month e.g. 4 months and 12 teaching days will equal 5 months; 4 months and 9 teaching days will equal 4 months.
- c) Part-time teachers who are employed for a full year to teach only a portion of each day will be credited with the percentage of time worked times 10 months (e.g. teachers working 50% of the time will be credited with 5 months; teachers working 80% of the time will be credited with 8 months).
- d) The calculation of teaching experience for teachers on leave is based on paid time for the period (sick leave excluding periods on LTD). No calculation for teaching experience will be made for teachers on unpaid leave with the exception of the Pregnancy Leave period as outlined in Article 13.
- e) No teacher shall accumulate more than 1 (one) years' experience per school year.

L6.04 Allowance for Related Trade Experience

Effective September 1, 2000 teachers who hold a Certificate of Qualification in a trade under the *Trades Qualification and Apprentices Act* and who possess College of Teachers qualifications to teach technological studies courses will be granted one year of teaching experience for salary purposes for each year of trade experience related to the subject to be taught as determined by the Board and earned after trade certification but prior to employment with the Board. The calculation of experience will be made in accordance with Article L6.03. The courses eligible for the allowance are: Construction Technology, Manufacturing Technology, Technological Design, Transportation Technology, Communications Technology.

Teachers currently employed by the Board who are presently receiving a related trade experience allowance and who do not meet the above criteria shall continue to receive an allowance of \$500.00 per year to a maximum of \$5,000.00 not to pierce the maximum of the applicable group in the basic salary scale.

ARTICLE L7 - UNION DUES

L7.01 Pursuant to the *Ontario Labour Relations Act*, on each pay date on which an teacher is paid, the Board shall deduct from each teacher's pay the regular OSSTF Union Dues as specified in writing by District 3 OSSTF or OSSTF and forwarded to the Board at least thirty (30) days prior to the expected date of change.

L7.02 The OSSTF dues deducted in L7.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto ON M4A 2P3, no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, their SIN numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted. A copy of the list shall also be sent to the president of District 3 OSSTF.

L7.03 Local Levy

The Board agrees to deduct from each pay cheque a local levy. The amount of the levy will be communicated to the Board in writing by the President of District 3 OSSTF in June of each year for the upcoming year. The Board agrees to remit monies collected under this provision to the District 3 OSSTF office on a monthly basis.

L7.04 Any monies deducted under L7.02 and L7.03 shall be reflected as a deduction on teachers' T4 slips.

L7.05 OSSTF shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF.

ARTICLE L8 - METHOD OF PAYMENT

L8.01 Annual salaries shall be paid according to the following plan:

September the Friday before the first instructional day (or the first work day of the school year, whichever comes first)	8%
September - 25 th of the month	8%
October	" 8%
November	" 8%
December	" 8%
January	" 8%
February	" 8%
March	" 8%
April	" 8%
May	" 8%
June	" <u>20%</u>
	<u>100%</u>

All teachers covered by this Agreement will receive their pay by direct deposit in the bank of their choice. Teacher's pay information will be sent via the Board's e-mail.

At each school there will be a minimum of one computer available to teachers that is not available to students.

A teacher will be paid his/her salary in the proportion that the total number of school days for which he/she performs his/her duties in the school year bears to the total number of school days in the school year.

- L8.02 a) For the purposes of salary a full-time teacher shall be as defined in Article L22.01.
- b) In no case shall a teacher be entitled to more than 100% of their salary in accordance with their placement on the salary grid in Article L6.01.

ARTICLE L9 - HIRING PRACTICES

L9.01 Positions of Responsibility

(a) Program Leaders

All Program Leader positions that became available for a temporary duration of more than one month but less than a full school year, will be filled by the principal within the school through an internal posting process within the school.

Where it is known that a Program Leader position will become temporarily available for a full school year, that temporary assignment will be posted to the system.

Only Supervisory Officers, Principals and Vice-Principals will be present during interviews for any positions that are posted for any employee group.

(b) Coordinators

- (i) New Coordinator positions will be posted in every school. Teachers covered by this agreement will be given first consideration. Should the Board have no qualified applicants to fill the position from among the teachers covered by this agreement, the position may be advertised externally.
- (ii) When a Coordinator position is discontinued by the Board, the teacher shall return to the staff of the last school in which the teacher taught, subject to the surplus and redundancy provisions of the collective agreement. The Coordinator allowance will continue for a period of one year from the date the position was discontinued. If during that year the teacher obtains a Program Leader or Coordinator position, the amount of the continued allowance will be reduced by the new allowance.

(c) New Positions of Responsibility

Should the Board create a new position of added responsibility, the Board agrees to meet with District 3 OSSTF in advance to discuss the duties, responsibilities and qualifications for the position and to reach agreement on the annual salary and/or allowance to be effective the date of appointment to the position.

L9.02 Teaching Positions

- a) In semestered schools, all positions of a duration of one semester or more that become available between May 1 and the 3rd Friday in June effective for September 1; and May 1 and the Christmas Break effective for February 1 shall be posted. In non-semestered schools, all positions that come available between May 1 and the 3rd Friday in June and effective September 1 shall be posted.

Positions which become available between the last posting before May 25 and May 25 may be offered to surplus teachers without posting.

- b) Postings must be up for at least five school days before an appointment is made. Positions shall be filled within five (5) school days of receipt of a second application from a qualified candidate. If a position is posted for five (5) consecutive weeks and the same qualified person is the sole applicant to all five (5) postings, that applicant shall be given the position provided the applicant's most recent teacher performance appraisal is "Satisfactory".
- c) External advertising will occur only if there is no qualified applicant, and after the position has been posted for a minimum of ten (10) school days. No external advertising for a position shall occur prior to May 25 unless it is certain that no teacher can be placed in the position under the provisions of Article L17 (Transfer, Surplus and Redundancy) and Article L18 (Right of Recall).
- d) Any other teaching position that becomes available during the school year or a portion thereof shall be filled from:
- i) the recall list in accordance with Article L18, Right of Recall, provided that the teacher has the qualifications, or
 - ii) at the Board's discretion if there are no qualified teachers identified in (i).
- e) Teachers who are part time may increase their percentage (%) of time worked, effective the following year to full time:
- i) before March 1st by advising the Board in writing. They shall be placed on the Surplus or Redundancy List depending on seniority, or
 - ii) after March 1st by obtaining a posted position.

- f) When a principal receives more than one application for a posted position a minimum of two (2) qualified applicants shall be interviewed provided there are a sufficient number of qualified applicants. All qualified applicants shall be sent a written acknowledgement that the application was received.
- g) **Replacements for Teachers on Leave**
A teacher on leave of absence of any kind shall return to the school he/she left in accordance with Article L17.

L9.03 Teacher Exchange

- a) Teacher Exchange shall consist of a transfer, with approval of the Board for a period of up to one (1) year, with another teacher from a different Board, Province or Country. An extension may be granted by unanimous agreement among the Board, District 3 OSSTF and the teacher concerned.
- b) The teacher shall receive full salary and benefits as per this Agreement.
- c) For the first year of such an exchange (or a one-year extension), the teacher for the purposes of Article L17(Transfer, Surplus and Redundancy) shall be considered as a staff member of their original school. At the end of the first year the teacher involved will:
 - i) revert to their original school or,
 - ii) extend their exchange for one year by mutual consent of the teacher affected subject to Board approval or,
 - iii) make the exchange permanent upon the written application of the two teachers affected subject to Board approval.

L9.04 Termination of Employment

A teacher shall notify the Board by November 30 of his/her intention to resign effective December 31 or the end of Semester 1, and by May 15 of his/her intention to resign effective the end of the school year. Nothing herein prevents a teacher and the Board from mutually agreeing to the teacher's resignation at any time.

ARTICLE L10 - POSITIONS OF RESPONSIBILITY

L10.01 The following allocation of program leaders will be granted to each secondary school based on the October 31st enrolment in the previous school year. The allocation will be given for a three (3) year period and the appointments will be for a three (3) year term.

School Enrolment	Number of Positions
1 - 200	1
201-400	6
401-700	8
701 or more	10

The outline above does not apply to Barrydowne College. The Program leader allocation for Barrydowne College will be four (4) Program Leaders.

L10.02 a) The principal shall determine the programs for which a position shall be posted. The principal will consult with the in-school staffing committee prior to finalizing the program leader structure.

b) Mandatory positions

All schools (excluding Cecil Facer) shall have the following mandatory program leader positions:

1 – Sports (excluding Barrydowne College)

1 - Guidance/Co-op

1 - Special Education

c) The remaining positions shall be chosen from among the following program areas or combinations thereof:

arts

business

computer studies

drama

english

family studies

french immersion

languages

mathematics

music

physical education

science

social sciences

technological education

any others approved by the superintendent

d) These positions shall be available only to teachers who are employed full-time with the Board.

- e) If a position becomes vacant during the three (3) year term, it shall be posted and filled for the remainder of the term.
- f) Program leaders will be assigned a full-time teaching load with at least one (1) period per school year related to their program leadership assignment.

L10.03 Acting Administrative Positions

- a) Subject to the provisions set out below, a teacher who is seconded for a specific term to fulfill the duties of a vice-principal position for a period of time not to exceed twenty-four (24) months, shall continue to be a member of District 3 OSSTF, with all of the rights, privileges and obligations thereof, including but not limited to:
 - i) payment and deduction of OSSTF dues and levies;
 - ii) participation in the teachers' benefits plans pursuant to the Collective Agreement;
 - iii) accrual of District 3 OSSTF seniority in the usual course; and
 - iv) full recognition and credit for teaching experience for the term the teacher is in the position.
- b) The terms and working conditions of the vice-principal assignment shall be the same as those of other vice-principals as determined by the Board, including the same protection from personal liability for performance of job duties. It is agreed and understood, however, that teachers seconded to perform these duties shall not discipline other teachers or conduct performance appraisals of other teachers.
- c) The salary for the teacher seconded to perform vice-principal duties shall be the ordinary starting salary rate for a vice-principal, pro-rated for the period of time of the assignment.
- d) The term of the acting or temporary assignment referred to above may be extended by mutual agreement between the Board and District 3 OSSTF.
- e) A decision of the Board to terminate a teacher's assignment to a vice-principal position shall not be considered disciplinary. Nothing in this Article prevents a teacher from returning to his/her teaching duties within District 3 OSSTF, subject to a clear twenty (20) days' notice to the Principal.
- f) Upon the conclusion of the acting assignment, the teacher shall be placed in the teacher position held by him/her prior to the secondment unless the position has ceased to exist, in which case the teacher will be placed in a comparable position as may be determined by the Board in consultation with District 3 OSSTF.

- g) The replacement of an absent vice-principal by an acting administrator will not result in any on-calls or other additional duties for any member of District 3 OSSTF.
- (h) The performance of the teacher in fulfilling the duties of the Acting Administrative Assignment shall not be used as part of the Teacher Performance Appraisal process.

L10.04 Payment for Casual Administrative Assignments

- (a) When the principal and vice-principal are both required to be absent from the school, a teacher will be assigned to assume additional responsibilities. Only those teachers who volunteer to assume the additional responsibility will be asked to fulfill the casual assignment. The teacher will receive an allowance of - \$59.15 effective September 1, 2019; \$59.74 effective September 1, 2020; \$60.33 effective September 1, 2021 - for assuming the casual administrative assignment.
- (b) It is agreed that teachers assuming the casual administrative assignment shall not discipline other teachers or conduct performance appraisals of other teachers nor will performance of the teacher during the casual assignment be used as part of the Teacher Performance Appraisal process.

ARTICLE L11 - BENEFITS

L11.01 Long Term Disability

The Board will assume the cost of administering a Long Term Disability Plan with 100% of the premiums to be paid by the teacher. The Board is not the policy holder of the Long Term Disability contract nor will the Board be liable should a claim for long term disability be denied. Participation in the LTD plan will be a condition of employment for teachers, except those who opted out prior to January 1, 1998 with the predecessor boards.

Notwithstanding the foregoing, teachers who have indicated their intention to retire may request that premiums not be deducted in accordance with the carrier's contract.

L11.02 Employment Insurance Rebate

The Board agrees to pay to each member the employee's 5/12 portion of monies paid to the Board in respect of that employee resulting from an Employment Insurance Rebate program that has been approved for the Board and Union by Service Canada.

ARTICLE L12 - SICK LEAVE

- L12.01 A statement of sick leave credits will be issued annually to each teacher no later than November 1st. Errors and omissions must be reported to Human Resources prior to December 15 of that year.
- L12.02 An unpaid leave will be granted for up to the remainder of the school year for teachers who run out of sick leave.
- L12.03 When a teacher is absent from duty for reasons of illness for a period of five (5) consecutive days or more, the teacher shall submit a certificate from a qualified medical practitioner certifying the inability of the teacher to attend to his/her duties. Notwithstanding the above, the Board may, in its sole discretion require any teacher to submit a certificate for a period of absence less than 5 days. Where the Board requests a certificate for a period less than 5 days the Board will reimburse the teacher for any payment the teacher made to the medical practitioner for the purpose of obtaining the certificate.
- L12.04 Teachers returning from Long Term illness shall be encouraged to return at the beginning of a semester or school year. Teachers returning to work from LTD or any extended period of sick leave must submit a certificate from a qualified medical practitioner certifying the teacher's ability to return to teaching duties. Teachers returning from Long Term illness shall return to their original schools.

ARTICLE L13 - PREGNANCY AND PARENTAL LEAVE

L13.01 Qualifying Employment Period for Pregnancy and Parental Leave

A teacher who has been employed by the Board for a period of thirteen weeks will be eligible for pregnancy/parental (adoption) leave as prescribed in the *Employment Standards Act*. At the request of the teacher and with the approval of the Board, pregnancy and parental leave may begin earlier or later than the term prescribed in the *Employment Standards Act* so as to coincide with the beginning or ending of the school term.

L13.02 Pregnancy Leave

Pregnancy leave shall be granted in accordance with the provisions of the *Employment Standards Act*, if written notice is given at least 2 weeks prior to the anticipated start date of the leave. The actual dates of the leave may be altered for medical reasons. The pregnant teacher must give the Board a certificate from a legally qualified medical practitioner stating the expected birth date.

The Board shall continue to pay its share of premiums for benefits as required under the Act unless the teacher elects in writing not to continue the coverage. The teacher will accrue teaching experience as provided in the Act.

L13.03 Parental Leave (including Adoption Leave)

Parental leaves shall be granted to a teacher in accordance with the Employment Standards Act. Where parental leave extends a period of pregnancy leave, the parental leave must be taken consecutive with the end of the pregnancy leave, unless the child has not come into care. In such cases, parental leave shall commence within 35 weeks of the date of birth.

The Board shall continue to pay its share of premiums for benefits as required under the Act unless the teacher elects in writing not to continue the coverage. The teacher will accrue teaching experience as provided in the Act.

L13.04 Reinstatement following Pregnancy/Parental/Adoption Leave

A teacher who takes a leave as prescribed under L13.02 or L13.03 will be entitled to return to the position occupied at the time of the leave if it still exists or to a comparable position at the same school provided the conditions of Articles L17, L18 and L19 have been met. There shall be no change to the teacher's FTE status unless by mutual consent of the teacher and the Board. A teacher returning must give at least 4 weeks written notice of the date of return.

L13.05 Extensions to Parental/Adoption Leave

A teacher may request an extended parental/adoption leave of up to 2 years to coincide with the end of a semester or school year. Following the extended leave of absence, the teacher will be placed in the same school subject to the provisions of Article L17.

L13.06 Pregnancy Leave Benefits

- a) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- b) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- c) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- d) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- e) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- f) If an employee begins pregnancy leave while on an approved leave from the

employer, the above pregnancy benefits provisions apply.

- g) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- h) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases, the pregnancy benefits shall commence on the first day after the unpaid period.

ARTICLE L14 - LEAVES OF ABSENCE

The Board will grant leave of absence in the following cases, providing reasonable prior notification is given in order that a suitable replacement may be found.

L14.01 Jury Duty

A leave of absence without loss of pay or sick leave credits will be granted by the Principal to a teacher who is required to be absent because of jury duty, or duty as a witness in any court to which he/she has been summoned in any proceedings to which he/she is not a party or one of the persons charged on a matter not relating to his/her employment with the Board.

L14.02 Writing Examinations

For the purpose of writing a final examination toward a university degree or for a higher professional certificate or to defend a thesis, if the examination is written or if the thesis is being defended locally during the day, the full day of teaching time during which the examination is written or the thesis is being defended will be granted without loss of pay or deduction of sick leave credit. If the examination is not written locally or the thesis is not being defended locally, but is written or being defended on a school day, two days of teaching time will be granted, on the same conditions. Where an examination is written or a thesis is being defended on a weekend but not locally, one day will be granted, on the same conditions.

L14.03 Convocations

For the purpose of attending convocation ceremonies where a degree/diploma is being conferred on the teacher or on his/her daughter, son, husband, wife, mother or father, one day will be granted if the convocation is held locally during a school day. Should the convocation be on a school day but not held locally, two days will be granted. If it is held out of town on a weekend, one day will be granted. In all cases, the time off teaching will be without loss of pay or deduction from sick leave credit.

L14.04 Bereavement/Compassionate Leave

- a) (i) When a teacher is required to be absent because of the death of a member of his/her family, he/she will be granted up to five consecutive teaching days in conjunction with the day of the funeral without loss of pay or deductions from sick leave credit. The five days may be split between days required for the funeral and days required for the spring interment or memorial service. Immediate family includes father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, son, stepson, daughter, stepdaughter, spouse, grandfather, grandmother, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or guardian. The Board recognizes that prior notice may not be possible for this type of leave.
- (ii) A leave of absence may be granted by the Principal of a teacher for up to one (1) full day to attend the funeral of a person other than those mentioned above. The Board recognizes that prior notice may not be possible for this type of leave.
- b) A teacher shall be granted an unpaid leave for compassionate reasons at the discretion of the Director. Such leave will be for a maximum of four (4) weeks in duration. Benefits will continue during the leave and there will be no reduction in the sick leave allocation for absences covered by this clause.

L14.05 Personal Reasons

- a) When teachers are required to be absent for personal reasons they shall be granted up to six half-days per school year, taken individually, collectively, or in combination without loss of pay. Teachers must inform their principal in writing on the Board approved form that they want to take a personal day a minimum of one week in advance except in emergency situations. Only the scheduling of these absences must be approved by the Principal. A teacher may be granted a leave when requested for family medical concerns under this clause or for the purposes of recognized religious holidays. Personal leave will not be granted on P.A. days or on the day before/after a long weekend or the day before/after a school holiday without prior approval by the Director and without reasons acceptable to the Director.
- b) For personal reasons not otherwise covered, an unpaid leave of absence for up to one week may be granted by the superintendent with one week prior notice where possible. For extenuating circumstances, a leave may be permitted for up to one year with the approval of the Director. Where the leave is for a period exceeding one (1) month, the teacher is responsible for 100% of the cost of benefits.

L14.06 Absence Without Leave

- a) Early leaving/late returning to and from Christmas holidays, March Break or Summer Break or approved leaves will not be granted. Where in the opinion of the Director, unavoidable developments occur, the Director may grant personal days under Article L14.05. For any days not approved as personal leave salary will be deducted at a daily rate.
- b) Absence without leave may be considered as grounds for discipline.

L14.07 Quarantine

Leave with pay and without loss of benefits, experience or seniority shall be granted to a teacher for a period for quarantine when declared by the Medical Officer of Health or designate.

L14.08 District 3 OSSTF Leave

- a) In consultation with the Board, District 3 OSSTF may purchase release time for teachers who are engaged in District 3 OSSTF business involving their provincial associations. If OSSTF is to be billed for costs, the replacement teachers under this article will only assume the timetable of the released teacher.
- b)
 - i) At the request of the Union, and subject to clause (ii) below, the Board will grant up to 80 person days per school year of release time to tend to local District 3 OSSTF business. These 80 days are exclusive of and in addition to release time provided for below in sections c), d) and e) of this clause. District 3 OSSTF shall reimburse to the Board the actual cost of the occasional teacher hired for the released teacher's timetable.
 - ii) The Union will provide as much notice as possible to the school principal or designate whenever such release time is to be requested, and in any event, subject to emergency situations, a minimum of five (5) days' notice shall be provided.
- c) Release time for up to 8 teachers shall be granted by the Board for negotiation meetings between the parties when such meetings occur during the school day. District 3 OSSTF shall reimburse to the Board the actual cost of the occasional teacher hired for the released teacher's timetable.
- d) Release time for up to 8 teachers shall be granted by the Board for meetings when a Mediator or arbitrator is present as part of the negotiating process. District 3 OSSTF shall reimburse to the Board the actual cost of the occasional teacher hired for the released teacher's timetable.
- e) At the request of District 3 OSSTF, a member shall be granted a leave of absence of up to one school year, renewable upon request. The Board will pay the teacher(s) full salary and fringe benefits and will allow full credit for

teaching experience, seniority and sick leave for such leave. District 3 OSSTF shall reimburse the Board for the cost of the teacher hired to replace the teacher on leave of absence. Such replacement salary shall be deemed to be Category 2 minimum on the salary scale. In addition, OSSTF shall reimburse the Board for any allowances paid to the teacher who is on the leave of absence.

- f) For District 3 OSSTF members elected/selected to positions/jobs on the provincial organizations (OSSTF, OTF):

Full-time leaves without pay will be granted on an annual basis if requested by May 1st, as long as the member(s) hold an elected/selected position/job.

Leaves on a day-to-day basis will be granted at the discretion of the Board when requested by the parent organization. District 3 OSSTF shall reimburse the Board the actual cost of the occasional teacher hired for the released teacher's timetable.

Positions of responsibility of teachers on District 3 OSSTF leave will be protected for a period not exceeding the remainder of the position's term.

L14.09 General Leave of Absence

A teacher who has a minimum of 2 years of continuous service will be permitted one year's leave of absence without pay or benefits. Part year or part-time leaves may also be granted. A teacher who has less than 2 years of continuous service may be granted a leave of absence for the purpose of attending an educational institution.

During a full-time leave of absence, the teacher will be permitted to remain with the various group benefit plans as outlined in the contract, but with the proviso that he/she will be responsible for 100% of the cost of such plans.

Following the year's leave of absence, the teacher will be placed in the same school, subject to the provisions of Article L17. A teacher holding a position of responsibility will return to his/her position of responsibility at the end of the leave.

Applications for a general leave of absence shall be submitted to the Manager of Human Resources through the Principal, not later than March 31st of the preceding year.

The teacher will be responsible for notifying the Board by March 31st of his/her intention to return to work or to extend his/her leave. Leaves may be renewed for a second successive year upon the mutual agreement of the Board and the teacher. Half-time leaves may be renewed for up to five successive years upon the mutual agreement of the Board and the teacher.

L14.10 Special Leave Incentive Plan (SLIP Leave)

- a) Teachers who have reached the maximum salary in his/her category are eligible for this plan.
- b) A teacher may take a full semester as a SLIP leave and will receive 10% of his/her annual salary payable on the 25th of the first month of the leave.
- c) Benefits will be maintained for teachers on leave under this plan.
- d) In order to ensure viability of programs, the Board may limit the number of leaves, per semester, per subject or per school. Such limitations shall be applied according to the seniority of the applicants. No teacher shall be entitled to this leave for more than 4 years in their career with the Board.
- e) Applications for leave under this plan shall be submitted to the Manager of Human Resources through the Principal, not later than March 31st of the preceding year.

L14.11 Leave for Professional Purposes

When a teacher is required to be absent for professional purposes approved by the Board, the necessary time will be provided without loss of pay or deduction from sick leave credits. Professional purposes may include conferences and professional development.

If teachers are requested to be absent for a full day by the appropriate Superintendent and a supply teacher is required, the cost of such shall be charged to the Board's budget.

ARTICLE L15 - STAFFING FORMULA

L15.01 Secondary Staffing Committee

- a) The Secondary Staffing Committee shall be comprised of the Superintendent responsible for secondary staffing, the Manager of Human Resources, the OSSTF T.B.U. President or the OSSTF District 3 President, the OSSTF District 3 District Officer and the OSSTF District 3 Chief Negotiator.
- b) The Secondary Staffing Committee shall perform the following duties:
 - review the allocation of staff to the schools for regular and special needs students including modifications to the allocation required to bring the allocated staff within the maximum class size parameters in Article L22;
 - review, monitor and make recommendations regarding working conditions of teachers including on-call/supervisions;
 - review, monitor and ensure that the application of transfer, surplus, redundancy and recall procedures are properly followed;
 - establish a system for tracking the monthly utilization of on-call/supervisions.

L15.02 In-School Staffing Committee

- a) By September 15th of each year the staff in each secondary school shall have an in-school staffing committee, selected by the school staff, comprised of the Staff Representative in the school and one other staff member. The Principal and Vice-Principal shall be the management representatives on the committee.
- b) The In-School Staffing Committee shall:
- review the staff complement allocated to the school
 - discuss program needs before the principal declares vacant positions or surplus staff within the school
 - review individual teacher timetables prior to the distribution of tentative timetables in June
 - review the timetables of teaching staff by September 30th each year and forward unresolved issues to the Secondary Staffing Committee through the superintendent responsible for secondary staffing
 - the principal will, by September 30th each year, work with the in-school staffing committee to generate a teaching staff list
 - nothing precludes the principal from seeking input from other program leaders individually or as a group for determining staffing needs of the school
 - review the supervision/on-call schedule during the first week of September
 - the principal and/or designate will provide the in school staffing committee with at least 24 hours notice of meetings. This timeline may be amended by mutual agreement of the parties.
- c) Nothing precludes the Principal from seeking input from other program leaders individually or as a group for determining staffing needs of the school.

L15.03 Projected Staff Requirement

- a) Regular Classroom Teachers

This formula will be used to generate staff complement for all students earning credits excluding adults, self-contained and Section 23 students. Where the term student enrolment is used in this Article it shall refer to these student populations only.

i) Definitions:

Projected Student Enrolment (PSE) – projected student enrolment for October 31 x 0.5 + projected student enrolment for March 31 x 0.5. The March projection will be calculated using the following drop rate formula:

$$\frac{(\text{October 31 enrolment current year}) - (\text{February 28 enrolment current year})}{(\text{October 31 enrolment current year})}$$

Average Number of Credits per Student (Average Credits) - shall be the base number of credits recognized in the legislative grants.

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

ii) Formula:

The base number of classroom teachers shall be generated and allocated as follows:

$$(\text{PSE} \times \text{Average Credits}) = \text{Total Number of Student Credits}$$

$$\frac{\text{Total Number of Student Credits}}{(\text{ACS})} = \text{Base Number of Classes}$$

$$\frac{\text{Base Number of Classes}}{6} = \text{Base Number of Teachers}$$

b) Guidance:

The minimum number of guidance teachers shall be generated by the Legislative Grant Regulations.

c) Adult Students:

The number of FTE students over 21 years of age / 25 = number of teachers. These students must be integrated into existing classes or programs i.e. no special stand alone classes to be created for these students. Students used in this calculation cannot be included in L15.03 a) i) and ii) above.

d) Dual Credits

A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this collective agreement and/or any class-size regulations.

e) Special Education:

The Board shall determine the number of teachers assigned to self-contained programs, special education resource positions and section 20 programs.

f) Cecil Facer:

The teaching staff complement of the Educational Program at the Cecil Facer Secondary School shall be the number approved and funded by the Ministry of Education in each school year.

g) Holdback:

Up to 1.5% of the projected staff requirement generated by the above shall be held back from a school's allocation. Principals will timetable without including the staff allocation which has been held back. By October 15th the Superintendent responsible for secondary staffing will, with input from the Secondary Staffing Committee, determine what percentage, if any, of the holdback will be allocated to the schools in each of the two semesters depending on enrolment fluctuations and to meet the maximum class size requirements. Additional staff out of the holdback may be allocated through the year if circumstances change.

- h) The allocation to any school which is less than three sections may be re-assigned by the Board to the system. The total staff allocated to the system including any holdback will equal the total number generated by the formula.

ARTICLE L16 - SENIORITY LIST

- L16.01 a) For the purposes of transfer, redundancy and recall, the Board will prepare a list of all secondary school teachers ranked according to seniority as defined below and will provide copies of the list to District 3 OSSTF and to each secondary school. Such a list will be distributed by the last teaching day in November. An updated teacher seniority list shall be distributed to the schools by April 15.

The seniority list dated December 31, 1997 will be frozen as previously agreed to. The seniority date and the order of seniority that is in effect on this first list will not change except as provided for in this Agreement.

The following will be used to place teachers on the seniority list after January 1, 1998.

- b) "Seniority" shall be defined as the length of continuous employment as a teacher, other than as an occasional teacher in the secondary panel of the Board or its predecessor Boards from the first date worked.
- c) Seniority shall be accumulated without regard to whether employment is full-time or part-time and shall accumulate during all periods while a teacher is on an approved leave of absence; is in receipt of sick leave, LTD or Workplace Safety and Insurance benefits; is redundant and continues to retain recall rights.
- d) Where seniority, as defined in b) is equal, the placement of the teachers on the seniority list will be determined, at the time the teacher is hired, by the following factors in order:
 - i) total experience as a teacher with the Board and its predecessors in the secondary panel, including any periods as a long term occasional teacher in the secondary panel; then
 - ii) total experience as a teacher with the Board and its predecessors in both the secondary and elementary panels, including any periods as a long term occasional teacher in the secondary or elementary panel; then
 - iii) total teaching experience recognized for salary purposes; then
 - iv) by lot conducted jointly by the parties.
- e) When a teacher tenders his/her resignation, is terminated or loses his/her recall rights, his/her name will be removed from the seniority list.
- f) Errors in the calculation of a teacher's seniority shall be brought to the attention of the Board by the teacher within 20 school days of placement on the list or the list shall be deemed correct. Any errors brought to the Board within the specified timelines which are not resolved will be subject to the grievance procedure.

ARTICLE L17 - TRANSFER, SURPLUS AND REDUNDANCY

L17.01 Geographic Regions

For the purposes of Transfer, Surplus and Redundancy, the Employer shall be deemed to consist of three (3) geographic regions as follows:

1. Espanola: the former Espanola Board of Education
2. Manitoulin: the former Manitoulin Board of Education
3. Sudbury: the former Sudbury Board of Education

L17.02 Board Initiated Transfers between Geographic Regions

No teacher will be transferred by the Board from a school in one geographic region to a school in another geographic region without the teacher's written consent. Teachers who change schools through the surplus/redundancy/recall process or through the job posting process are not considered transfers for the purpose of Article L17.02.

L17.03 Definition of Redundancy

Redundant teachers shall be those in excess of the projected staffing requirements of the system for the upcoming school year. Teachers shall be declared redundant strictly in order of seniority, starting with the teacher with the least seniority in the system, but subject to the provisions of L17.05, L17.06, L17.07 and L17.08. The names, seniority and present location of such teachers shall form the initial redundancy list. The number of teachers to be declared redundant shall be determined as follows:

$$R = (PS + RL - A - GL) - PSR$$

WHERE:

R	=	number of teachers redundant to system
PS	=	Present Staff - that is, all secondary teachers presently in the employ of the Board.
RL	=	Returning from Leave - that is, teachers who are presently on leave but will be returning for the upcoming year.
A	=	Attrition - resignations or retirements.
GL	=	Going on Leave - those teachers in the employ of the Board, who are going on a leave commencing with the upcoming September.
PSR	=	Projected Staff Requirement.

The Board may increase "R" the number of teachers to be declared redundant as generated by the above formula due to the fact that some teachers who, because of seniority would be declared redundant but who will, because of their qualifications, be required to remain in order to maintain the viability of the secondary program. This will be done only with the approval of the Secondary Staffing Committee.

L17.04 Declaration of Redundancy

- a) By May 1 or the last school day preceding, the Board shall determine the number of and names of, teachers to be declared redundant. Teachers so declared shall be informed by the same date in writing. At the teacher's request the Board will provide him/her with a letter of reference outlining the fact that the possible termination of this teacher's employment is due solely to redundancy and the person's seniority. The teacher shall also be informed of the provisions of this contract which might lead to his/her re-employment. The Secondary Staffing Committee of the District 3 OSSTF will

be kept fully informed of all decisions made under the provisions of this Article. The Director or his/her designate will discuss the development of the Redundancy List and Surplus List and advise the secondary staffing committee of the initial lists and subsequent revisions to these lists.

- b) When a position of responsibility is vacated due to redundancy, such position shall be filled on a provisional basis until it is established that the redundant Program Leader will not have a position in the same school in the following school year. If the redundant Program Leader is recalled prior to the start of the school year, he/she will be reinstated to his/her original position.
- c) The redundancy line shall be posted the first working day after teachers have received notification from the board.

L17.05 Definition of Surplus

A surplus teacher shall be a teacher for whom no position will be available in his/her present school in the upcoming school year, based on the criteria outlined below:

In those schools where it is necessary, the Principal and/or Academic Superintendent will designate teachers deemed surplus.

Criteria for designation will be according to the Seniority List as defined in Article L16 (Seniority) providing the viability of the programs within the school is not jeopardized. Viability of a program means having enough teachers who meet Ministry requirements for certification and who have adequate post secondary academic qualifications, training or experience to teach the subjects required. Teachers in positions of responsibility as outlined in Article L10 (Positions of Responsibility) and/or those who will be holding such positions in the upcoming September, will not be declared surplus.

No teacher going on a full year's leave in the upcoming September shall be declared surplus to his/her school. Teachers declared surplus in the schools shall be listed, in order of seniority, showing their present location.

L17.06 Surplus to School

By May 1 or the last school day preceding, but following the declaration of initial redundancy, teachers shall be declared surplus to their school and placed on the Surplus List. The Secondary Staffing Committee will be provided with a copy of the surplus list. Those teachers declared surplus will be informed by the Principal(s) in a personal interview and given in writing:

- a) a copy of the first posting;
- b) on the request of the teacher, the reasons for the teacher being declared surplus;
- c) on the request of the teacher, an assessment of his or her work in the

school, which the teacher may use as a letter of reference in applying for another position in or out of the system;

- d) after a teacher has been declared surplus, he/she has exclusive rebound rights in accordance with Article L17.09 to any posted position in the original school for which he/she is qualified until August 31st of the year he/she was declared surplus.

L17.07 Posting of Positions

Each Friday from May 1st to May 25th, all teaching positions and positions of responsibility that become available in the schools shall be posted as they occur. Posted positions shall be available to all teachers on the seniority list not declared redundant. Teachers who are qualified according to their Certificate of Qualification, or who will become qualified by September shall be treated equally from the date of receipt of copies of registration documents and tuition fee receipts in Human Resources. A candidate who fails to qualify by September shall forfeit the position and will be declared redundant.

L17.08 Placement of Surplus Teachers

- a) On May 25th, or the Friday preceding May 25th, a meeting will be convened of the Principal(s), Administrative Staff and representative(s) of District 3 OSSTF, at which, remaining surplus teachers will, where possible, be placed.
- b) Vacancies that occur between the last posting and the May 25th meeting will be filled without postings by teachers on the Surplus List at the May 25th meeting.
- c) Positions remaining vacant at the May 25th meeting shall be examined to see whether in the opinion of the Board, a position suitable for someone on the Surplus List can be made by some internal adjustment in the school.
- d) Teachers remaining on the Surplus List will be offered the position of the least senior teacher in the system who has a timetable for the upcoming year which the teacher on the Surplus List is at least equally qualified to assume (provided the surplus teacher is more senior). Any teacher so displaced will be added to the Surplus List. The teacher may decline the position if it involves a move from one geographic region to another and will remain on the Surplus List.
- e) At the May 25th meeting, teachers remaining on the surplus list who have not been placed shall be added to the redundancy list and declared redundant. Principals will verbally advise the newly redundant teachers on the next regular school day following the meeting. The teacher will be advised in writing prior to the end of the month.

L17.09 Rebound Rights

A teacher who has rebound rights triggered either under Article L17.06 or Article L19.03 may rebound either by applying to a posting for which they are qualified or by being offered rebound to a posting for which they are qualified. A teacher with rebound rights to a position will be offered the job without an interview. Where more than one teacher with rebound rights to a school applies to a posted position for which the teacher is qualified, the most senior teacher will be offered the job without an interview.

ARTICLE L18 - RIGHT OF RECALL

L18.01 Teachers who are declared redundant to the requirements of the Board in accordance with Article L17 (Transfer, Surplus and Redundancy) shall be added to the Recall List, in order of seniority, and shall have preferential rights for regular employment for a period of three (3) years. The Recall List shall become operative on May 25.

L18.02 It shall be the responsibility of the teachers on the recall list to ensure that Human Resources has a current address and telephone number and to notify Human Resources of their availability for recall including forwarding address and phone number in case of absence from their regular residence. Failure to comply with this Article will result in the teacher's name being bypassed for recall.

L18.03 All posted positions after the May 25 meeting are open to incumbent teachers and to those on the recall list. There will be a deemed application from the senior qualified teacher on the recall list.

- L18.04 a) When positions are offered to teachers who have recall rights and are qualified for the posted positions, the offer will be made on the basis of seniority only.
- b) Teachers who are qualified according to their certificate of qualification, or who will become qualified by the date the teaching position commences, shall be treated equally from the date copies of registration documents and tuition fee receipts are received in Human Resources.
- c) A teacher who is recalled and who fails to qualify by the date the position commences shall forfeit the position, be declared redundant and have his/her name returned to the recall list.
- d) Acceptance or rejection of positions shall be confirmed in writing by the teacher to the Principal.

L18.05 Teachers who are recalled and who refuse positions for the following reasons shall remain on the recall list for the prescribed period:

- a) Sickness (with a doctors note)
- b) Accident
- c) Pregnancy/Parental Leave
- d) Employment elsewhere already committed, and
- e) Special problems approved by the Board after consultation with the District 3 OSSTF Representatives.

L18.06 A teacher who refuses recall to a position in one semester only that is less than full time shall not lose recall rights. A teacher who refuses recall to a position for the school year that is half time or less shall not lose recall rights.

L18.07 Teachers with recall rights who are hired to replace regular teachers shall be hired as an occasional teacher and their recall rights remain in effect for the original recall period of three (3) years.

L18.08 A teacher with recall rights may present a grievance at Step 2 of the Grievance Procedure, Article L20 (Grievance Procedure) if he/she believes that his/her redundancy or the Board's failure to recall or rehire him/her was in contravention of this Agreement.

ARTICLE L19 - REDEPLOYMENT OF STAFF DUE TO CLOSING OF SCHOOLS

L19.01 The Board will advise District 3 OSSTF not later than March 31st that a secondary school(s) will be closed effective August 31st of that calendar year.

L19.02 All staff at the closed school will be declared surplus or redundant in accordance with Article L17 (Transfer, Surplus and Redundancy).

L19.03 Teachers in closed schools will have rebound rights in accordance with Article L17.09 to one posted position for which he/she is qualified in a school receiving 25% or more of the students from the closing school. Rebound rights will be determined by May 15.

ARTICLE L20 - GRIEVANCE PROCEDURE

L20.01 Definitions

- a) A "grievance" is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.
- b) A "party" shall be defined as:
 - i) District 3 OSSTF
 - ii) The Board
- c) "days" shall mean teacher work days unless otherwise indicated.

L20.02 A teacher shall have the right to have present a representative from District 3 OSSTF to assist the teacher at any stage in this grievance and arbitration procedure.

L20.03 Procedure

Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the teacher with the principal within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, District 3 OSSTF may file a formal grievance at Step One, within ten (10) days of the informal stage.

Step One

District 3 OSSTF may initiate a written grievance with the Director of Education, or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Collective Agreement; AND
- ii) a statement of the facts to support the grievance; AND
- iii) the relief sought; AND
- iv) the signature of the duly authorized official of District 3 OSSTF.

Step Two

If no settlement is reached at Step One, District 3 OSSTF, may, within ten (10) days of receipt of the written reply of the Director or designate, refer the matter to the Board's Grievance Committee. The Board's Grievance Committee shall meet with the District 3 OSSTF's Grievance Committee within ten (10) days of receipt of the written request of District 3 OSSTF to discuss and endeavour to solve the problem.

The Board's Grievance Committee shall answer the grievance in writing within ten (10) days of the meeting.

If the reply of the Board's Grievance Committee is unacceptable to District 3 OSSTF, it may, within ten (10) days of receiving the written reply of the Board, apply for arbitration.

Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the grievance procedure.

L20.04 Policy and Group Grievance

District 3 OSSTF has the right to file a policy grievance or group grievance on behalf of two or more teachers who are similarly affected as a result of an alleged violation of the Collective Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that a Board grievance shall be filed with the President of District 3 OSSTF and at Step Two, the Board's Grievance Committee shall present its grievance to District 3 OSSTF's Grievance Committee.

L20.05 Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party either that it accepts the other party's appointee as a single arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

The Arbitration Board shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher or employer affected by it. The decision of a majority is the decision of the

Arbitration Board, but, if there is not a majority, the decision of the Chair governs.

The single arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.

The single Arbitrator or Board of Arbitration shall have the power to relieve against timelines and modify penalties including discharge and disciplinary penalties.

L20.06 Time restrictions may be extended if mutually agreed upon in writing. If the grievor fails to comply with the time limits, the grievance shall be deemed to be abandoned. If the respondent fails to comply with the time limits, the grievor shall be at liberty to enter the grievance in the next succeeding stage. Forwarding of the required documents by fax or delivery by hand to the party's representative within set time limits shall be considered as complying with the time limits.

L20.07 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.

L20.08 Should the processing or investigation of a grievance require that a grievor or one District 3 OSSTF representative be released from regular duties, as provided for under Article L14.08(b), they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the Manager of Labour Relations.

L20.09 Cost of Arbitration

The fees for a single arbitrator, or a Chair of a Board of Arbitration shall be shared equally by the parties.

Other costs incurred by each party shall be the responsibility of that party.

L20.10 Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The cost of the mediator shall be shared equally between the parties.

ARTICLE L21 – TEACHER PERFORMANCE APPRAISAL

L21.01 The Board will consult with District 3 OSSTF in the development of, and prior to making changes to, the board's policies and procedures regarding teacher performance appraisals.

L21.02 i) The Principal shall notify OSSTF District 3 within three (3) working days of a Post Observation meeting at which a teacher receives an unsatisfactory/development needed rating. At the conclusion of any such meeting, the teacher will be encouraged to contact their OSSTF District 3 Representative.

ii) Where the performance appraisal has resulted in an unsatisfactory/development needed rating, the principal will meet with the teacher and a representative of OSSTF District 3 as soon as is reasonably practicable to share the improvement plan and the resources to be provided.

L21.03 District 3 OSSTF has the right to file a grievance with respect to the performance appraisal report of a teacher which may lead to termination up to the last day of the school year in which the performance appraisal is completed.

L21.04 At least one (1) observation during the performance appraisal shall be in a class within the teacher's area of qualification unless the teacher is in agreement or the Teacher Performance Appraisal is out of cycle and there is a compulsory timeline that must be met.

L21.05 A teacher shall be given at least 48 hours notice before a classroom observation, unless the teacher and the school principal agree otherwise.

L21.06 The extent of a teacher's participation in extra-curricular programs shall not be the subject of adverse commentary in a performance appraisal and shall not be a factor considered in rating any teacher's performance unsatisfactory.

L21.07 The Board agrees to apply the timelines for evaluation in a manner that is consistent with its obligations under the *Human Rights Code*.

ARTICLE L22 - CONDITIONS OF WORK

L22.01 General Conditions of Work

- a) Each full-time teacher shall be assigned a maximum of 6.00 periods. Each full-time teacher may also be assigned up to the following maxima Alternative Professional Assignments comprised of either on-calls/supervisions, student mentoring and teacher mentoring based on seventy-five (75) minute periods or equivalent. Nothing in this agreement negates the responsibility of teachers to contribute to a safe school environment.

- i) Off-Site Alternative Education Teachers and Cooperative Education Teachers will be assigned Alternative Professional Assignments comprised of student mentoring based on seventy-five (75) minute periods or equivalent:

- 53 half periods

- ii) Program Leaders will be assigned up to the following Alternative Professional Assignments comprised of on-calls/supervisions based on seventy-five (75) minute periods or equivalent:

- 26 half periods

- iii) All other Teachers may be assigned up to the following maxima Alternative Professional Assignments comprised of on-calls/supervisions based on seventy-five (75) minute periods or equivalent:

- 53 half periods

L22.02 Students timetabled with a special education teacher shall only be exceptional students. Students who have not been identified as exceptional by an IPRC will only be placed with a special education teacher with the approval of the Superintendent responsible for Special Education Programs and Services.

L22.03 Unassigned time shall be available to the teacher for preparation and marking.

L22.04 Principals will make every effort to assign on-call/supervisions equitably.

L22.05 Every full-time teacher will have 40 consecutive minutes for lunch free from teaching and non-teaching duties to be scheduled anytime from the start of the period immediately preceding the lunch period to the end of the period immediately following the lunch period.

L22.06 The following shall be the class size maxima and shall not be exceeded:

	Current
Academic Grade 9 & 10	32
Applied Grade 9 & 10	23
Essential (Locally Developed)	18
College	30
College/University	32
University	32
Workplace	25
Technical	22
Cooperative Education (4 periods)	26
Open Level Classes	
- Grade 9 and 10	26
- Civics/Career Studies	25
- Grade 11 and 12	28
- Music/ Phys Ed/ Drama/ Dance/Visual Arts	30

Up to 10% of these open level classes in each school, in each semester, may exceed the class size maximum by up to one student. Where, for program need e.g. band, drama, a teacher requests that an open level class be allowed to exceed either the class size maximum or the 10% limit, the request will be reviewed by the secondary staffing committee by May 31st.

Peer helpers are not part of the class size count for purpose of maximum class size calculations.

- With the exception of the Cooperative Education courses, if a class can be classified in more than one category, the category with the lowest class size shall be applicable.
- Full Time teachers of Cooperative Education shall be timetabled with three periods per semester. The fourth period shall be used for student mentoring in accordance with Article L22.01 a) i).
- Cooperative Education teachers will be allocated teaching assignments in multiples of two (2).

- Computers/Information Technology class sizes shall not exceed the number of electronic devices in any given classroom.
- The class size maximum of a multi-level or multi-grade class shall be the lowest class size.
- No e-learning credit course shall exceed 35 students.
- Class sizes not specified here will be referred to the Secondary Staffing Committee for a determination.
- The Principal and/or designate and the ISC in each school shall identify any discrepancies between actual class sizes and the class size maxima by the last Friday in September.
- By the first Friday in October any class sizes that exceed the maxima shall be reviewed by the Secondary Staffing Committee. The Secondary Staffing Committee shall make any necessary adjustments or determine any necessary exceptions. For second semester, the process will be completed by the first Friday in March.
- The Secondary Staffing Committee will annually review the timelines.

Further, the following central default language will apply:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent, any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

L22.07 Where a part-time teacher is assigned two (2) periods in one (1) semester, every reasonable effort shall be made to assign those two (2) periods either in the morning or in the afternoon.

L22.08 A teacher shall not be assigned more than one half-period of on calls or supervisions in a day unless by mutual consent.

ARTICLE L23 - TEACHING ASSIGNMENT

L23.01 Tentative teaching assignments for the upcoming semester shall be provided in writing at least one week before the end of the current school year or semester one, as the case may be. If revisions are to be made to such assignments during the summer prior to the commencement of the semester, the teacher will be notified by e-mail as soon as is practicable following the finalization of the change.

ARTICLE L24 - RETIREMENT

L24.01 Teachers must advise the Board prior to March 31st of their intention to retire at the end of the school year and prior to November 30th of their intention to retire at the end of semester one. Notwithstanding the above, a request for retirement due to exceptional circumstances, at any other time during the school year, will require approval by the Director. Should an exceptional circumstance create a situation where an approval was granted, the vacancy would be filled on a temporary basis. Up to date student data would be transferred prior to retirement.

L24.02 Retirement Gratuity

"Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above."

a) Teachers Hired Prior to December 16, 1998

Teachers entitled to a retirement gratuity in the Letter of Agreement dated December 16, 1998 shall be paid in accordance with said agreement.

b) Teachers Hired After December 16, 1998

The provisions of this Article shall apply to teachers in the Secondary Panel hired by the Board after December 16, 1998.

A retirement gratuity shall be paid to a teacher who has a minimum of 10 years of continuous service with the Board or its predecessor Boards and who is retiring on a service pension or a disability pension under the terms of the Teachers Pension Plan, immediately upon retirement from the Board.

Gratuity payment for teachers with 10 years of continuous service shall be based on 20% of the unused portion of the accumulated sick leave (maximum 200 days) rising 2% for each additional full year of service to a maximum of 50% divided by 200 multiplied by the teacher's annual salary at the time of retirement.

In the event of the death of a teacher before retirement, the retirement gratuity

payable to the teacher's estate will be based on the teacher's service and salary at the time of death.

Retirement gratuity shall be paid in full within one year after retirement or as arranged to the mutual satisfaction of the teacher and the Board.

Teachers who, in the year immediately prior to retirement, participate in any leave plan under the terms of this Agreement will receive a retirement gratuity based on their annual salary had they continued to teach full-time.

L24.03 a) Teachers who retire from the teaching profession (other than for the purpose of occasional teaching) and who elect to transfer the commuted value of their pension to another retirement savings arrangement in accordance with the provisions of the *Teachers' Pension Act* will be deemed to have retired on pension for the purpose of qualifying for a retirement gratuity if their date of retirement is within two years of the date they would have qualified to receive a monthly pension from the Teachers' Pension plan.

b) Teachers who elect this option must provide the Board with proof from the Teachers' Pension Plan that their retirement date is within two years of the date they would have qualified to receive a monthly pension and proof that they have applied for a commuted value transfer of funds.

ARTICLE L25 - GENERAL

L25.01 As soon as possible, after ratification of the Agreement, each member of District 3 OSSTF shall receive an electronic copy of this Agreement by e-mail. Upon ratification, each party will be provided with three (3) fully-executed original copies of the Agreement.

L25.02 Application Forms

Copies of the application forms for the various types of Leave Plans are available on the Board's electronic system.

ARTICLE L26 – CRIMINAL BACKGROUND CHECKS

L26.01 For newly hired teachers, the Board will require the least intrusive criminal check which will meet the requirements of the applicable legislation.

L26.02 The Board shall ensure that all records and information (including offence declaration and CPIC record) obtained pursuant to regulation 521/01 of the Education Act or any subsequent regulation or law which contain a criminal record are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Director of Education and/or designate(s).

L26.03 Notwithstanding a legal obligation to release information, the Board shall not release any information about a teacher obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law without the permission of

the teacher except for the purpose of recommending disciplinary action against the teacher.

L26.04 Notwithstanding a legal obligation to release information, the Board shall not release or report to the Ontario College of Teachers any information about a teacher obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law unless the Board recommends disciplinary action against the teacher based on the information obtained.

L26.05 District 3 OSSTF may grieve any disciplinary action taken against a teacher based on or related to the information that the teacher is required to provide to the Board pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law.

ARTICLE L27 – HOURS OF WORK FOR E.I. PURPOSES

L27.01 For the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, full-time teachers shall be deemed to have worked eight (8) hours each weekday they are employed. Part-time teachers working a part of a day shall be deemed to have worked hours per day that are pro-rated accordingly.

ARTICLE L28 – ATTENDANCE MANAGEMENT

L28.01 No changes to written Board-wide policies or rules addressing attendance management issues shall be implemented, or applied, to teachers without the Board first providing an opportunity to the Union to comment upon such changes.

L28.02 No medical records or medical information shall be stored in school files. All such information provided by teachers to school administrators shall be kept confidential and shall immediately be forwarded to Human Resources and stored in a confidential manner.

Dated at Sudbury this 23rd day of October 2020.

SIGNED AND AGREED ON BEHALF OF RAINBOW DISTRICT SCHOOL BOARD:

Chairperson

Doreen Dewar

Director of Education

[Signature]

SIGNED AND AGREED ON BEHALF OF OSSTF, DISTRICT 3:

[Signature]

Susan McPherson

LETTER OF AGREEMENT

Between:

RAINBOW DISTRICT SCHOOL BOARD

and

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF), DISTRICT 3

Subject: CONTINUING EDUCATION TEACHERS

1. The following outlines all terms and conditions that apply to continuing education teachers employed by Rainbow District School Board as agreed to by the parties:
2. Continuing Education teachers will be paid the following hourly rate per hour for all hours of instruction, subject to all mandatory payroll deductions:

	Credit	Non-Credit
September 1, 2019	39.27	22.83
September 1, 2020	39.66	23.05
September 1, 2021	40.06	23.28

3. The employment of a continuing education teacher may be terminated with one day's notice should the enrolment in the course being taught not be sufficient in the Board's opinion to run the course or if the Board decides not to offer the course.
4. Continuing Education teachers shall have the right to grieve in accordance with Article L20.
5. A list of teachers teaching in the Continuing Education program will be maintained.
6. Continuing Education teachers will not be covered by any other Articles of the collective agreement other than this letter of agreement

Date at Sudbury this 23rd day of October, 2020.

For Rainbow District School Board,

[Signature]
B. Brisset

For OSSTF District 3,

[Signature]
[Signature]
Susan McNeill

LETTER OF AGREEMENT

Between

Rainbow District School Board (Board)

and

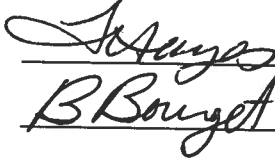
Ontario Secondary School Teachers' Federation of Ontario (OSSTF),
District 3 (Union)

Subject: Accommodation Plan


A teacher may request union representation at any meeting where an accommodation plan is being discussed. Where such a request is made, a meeting will be convened in a timely manner.

Dated at Sudbury, Ontario this 18th day of June, 2020

For Rainbow District School Board,



For OSSTF, District 3:



**Todd
Sintic**

Digitally signed by Todd Sintic
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email=littleman_1000@hotmail.
com, c=US
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LETTER OF AGREEMENT

Between

Rainbow District School Board (Board)

and

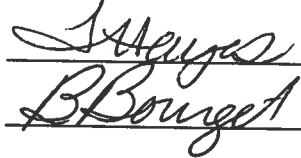
**Ontario Secondary School Teachers' Federation of Ontario (OSSTF),
District 3 (Union)**

Subject: Personal Leave


**The board shall review annually the intent, purpose and proper use of
personal leave with staff.**

Dated at Sudbury, Ontario this 18th day of June, 2020

For Rainbow District School Board,



For OSSTF, District 3:



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email=littleman_1000@hotmail.com, c=US
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LETTER OF AGREEMENT

Between

Rainbow District School Board (Board)

and

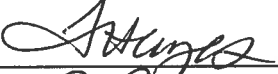
**Ontario Secondary School Teachers' Federation of Ontario (OSSTF),
District 3 (Union)**

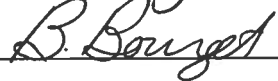
Subject: Unsatisfactory Teacher Performance Appraisals

When a principal notifies a teacher they are going to receive an unsatisfactory teacher performance appraisal, they will inform the teacher they can have an OSSTF representative as an observer. If the teacher chooses to have representation, the discussion of the contents of the teacher performance appraisal will take place when a District 3 representative and a second administrator are present. The meeting will take place in a timely fashion.


Dated at Sudbury, Ontario this 18th day of June, 2020

For Rainbow District School Board,





For OSSTF, District 3:



Todd

Sentic

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Collective Agreement

Between



The Ontario Secondary School Teachers Federation

(hereinafter called “OSSTF” or “Union”)

representing

The Secondary Teachers of District 4 of the OSSTF

Employed by the Board

(hereinafter called the “Bargaining Unit”)

And



The Near North District School Board

(hereinafter called “Employer” or “Board”)

September 1, 2019 to August 31, 2022

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or

- ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.

- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.

- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:

☐ Patient is capable of returning to work with no restrictions.

☐ Patient is capable of returning to work with restrictions. **Complete section 2 (A & B) & 3**

☐ I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. **Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.**

First Day of Absence: _____	General Nature of Illness (please do not include diagnosis): _____
---------------------------------------	--

Date of Assessment:
dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (please specify):</td> <td><input type="checkbox"/> Other (please specify):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy			

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

**LETTER OF AGREEMENT #2
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

**LETTER OF AGREEMENT #3
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to

accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**LETTER OF AGREEMENT #5
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

**LETTER OF AGREEMENT #6
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

**LETTER OF AGREEMENT #7
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);

- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

**LETTER OF AGREEMENT #10
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

**LETTER OF AGREEMENT #11
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or

profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.

- d. The Trust shall retain rights to the data and the copy of the software systems.

4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.

4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.

4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.

4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

- a. If available, the paid premiums or contributions or claims costs of each group; or
- b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information

that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will

be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;

- b. Fund claims stabilization or other reserves;
- c. Improve plan design;
- d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective

agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

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PART B LOCAL TERMS PERMANENT TEACHERS

ARTICLE #L1	PURPOSE
L1.01	The purpose of this agreement is to establish the terms and conditions of employment of all members of the Bargaining Unit employed by the Board, including salaries, employee benefits, working conditions and other matters, and to establish an expeditious procedure for the resolution of grievances, which may arise.
L1.02	Except for errors, inadvertence or omission, this Collective Agreement shall form the basis for computing all salaries and other conditions.
ARTICLE #L2	MANAGEMENT RIGHTS
L2.01	The Board retains those management rights not limited by this Collective Agreement.
ARTICLE #L3	DELEGATION OF RESPONSIBILITY
L3.01	The parties understand and agree that where reference is made in this Collective Agreement to persons holding positions of responsibility, such reference shall in every case be deemed to include "or his/her designate".
L3.02	All correspondence and communications between the parties arising out of this Collective Agreement shall pass to and from the Superintendent of Support Services or Designate and to and from the President of the Bargaining Unit.
ARTICLE #L4	RECOGNITION
L4.01	The Board recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the bargaining agent authorized to negotiate and to participate in the administration of this Agreement on behalf of its members employed to teach by the Board.
L4.02	The OSSTF authorizes and the Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the OSSTF.
L4.03	The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
L4.04	The Bargaining Unit recognizes the right of the Board to be represented by any duly appointed advisor, counsel, solicitor, or representatives to assist, advise, or represent the Board in all matters pertaining to the negotiations and administration of this Collective Agreement.
L4.05	The Bargaining Unit recognizes the obligation of the Board to operate its schools in a manner consistent with the Education Act and the Regulations made thereunder.
L4.06	The Board recognizes its obligation to provide a secure environment for employees in accordance with the Board's Safe School Policy.

- L4.07** The Board agrees that the District 4 Branch Affiliates may hold meetings at the work site outside of the school day provided that the appropriate facilities are available or as part of regularly scheduled staff meetings at schools where that has been past practice. Branch Affiliate meetings during the school day must be approved by the Principal or designate. Such approval will not be unreasonably denied.
- L4.08** The Board recognizes its obligations to fulfill all of the statutory requirements contained within the Human Rights Code. Additionally, the Board agrees that there shall be no discrimination or harassment specifically based on any reasonable OSSTF business.

ARTICLE #L5	DURATION AND AMENDMENT OF THE COLLECTIVE AGREEMENT
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- L5.01** Notwithstanding the period of notice stipulated in the Central Terms, either party may notify the other within the period of 150 days prior to the termination date of the Collective Agreement that it desires to negotiate the renewal, with or without modifications of this collective agreement.
- L5.02** If either party gives notice of its desire to negotiate amendments in accordance with 5.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario [Labour Relations Act](#).
- L5.03** No change can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- L5.04** There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the [Labour Relations Act](#).

ARTICLE #L6	CATEGORY SYSTEM AND CERTIFICATION
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- L6.01** Each teacher's category classification on the salary grid shall be determined by the application of the most recent OSSTF or Qualifications Evaluation Council of Ontario (QECO) Certification Chart.
- L6.02** New teachers employed by the Board shall submit an OSSTF or QECO Certification Rating Statement to the Manager of Human Resources. Until the statement is received, teachers shall be placed on the salary grid at Category 1. Retroactive pay shall be to the first day of employment and in no case will it be prior to the beginning of the current school year.
- L6.03** Changes in Category for all other teachers shall be made only after receipt of a Certification Rating Statement issued by the OSSTF Certification Department or the Qualifications Evaluation Council of Ontario. It is the responsibility of the teacher to present the Certification Rating Statement to the Manager of Human Resources in accordance with the timelines outlined in this article. Retroactive pay shall be limited to the current school year.
- L6.04** Any changes in category shall be made effective as follows:

- L6.04.01** Where courses have been completed prior to the first day of the current school year, a salary change due to a change in category will be made effective as of the first day of the current school year, subject to Article 6.03, provided that the Manager of Human Resources has received the Category Rating Statement by June 30 of the same school year.
- L6.04.02** Where courses are completed during the school year, a salary change due to a change in category will be made effective as of the date the required course(s) were completed, subject to Article 6.03, provided that the Manager of Human Resources has received the Category Rating Statement by June 30 of the same school year.
- L6.04.03** The course completion date shall be as provided by the institution offering the course.
- L6.05** If delays in the receipt of the Certification Rating Statement occur which are beyond the control of the teacher and if the teacher provides an OSSTF Certification Department or Qualifications Evaluation Council of Ontario acknowledgement to the Manager of Human Resources prior to June 30, then retro- activity as stated in Article 6.04 will be applied subject to Article 6.03 and 6.06.
- L6.06** Changes in salary, including any appropriate retroactive payment, will be made within three months by the Manager of Finance upon receipt of the Certification Rating Statement to verify the change in category.

ARTICLE #L7	CATEGORY SYSTEM AND EXPERIENCE
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|-----------------|---|
| L7.01.01 | Teaching experience, for the purpose of placement on the salary grid, shall be all full- time, part-time or long-term occasional teaching experience gained in elementary and/or secondary schools. |
| L7.01.02 | All teaching experience shall be validated with documentation provided by the teacher to the Manager of Human Resources within 60 school days of the first day worked. Such information shall form part of the materials in Article 7.06.01. |
| L7.01.03 | The teacher shall be paid at Step 0 of the appropriate category as determined by Article 6 until such time as they provide the required documentation. Upon receipt of the required documentation the Board shall make the necessary adjustment to the date of employment. The maximum period of retroactivity shall be one year. |
| L7.02 | Teaching experience for less than a full-time assignment and/or less than a full school year, including long-term occasional teaching experience, shall be recognized as follows: |
| L7.02.01 | .5 assignment or more, or half school year or more: one full year credit. |
| L7.02.02 | less than 0.5 assignments shall accumulate until reaching 0.5, then a full year credit shall be granted. |

L7.02.03 the teaching experience provision for less than a full year, as stated in this article, shall only be applied to a teacher's salary beginning as of September 1, 1998, and shall not be paid for previous years when another method may have been used. Credit for teaching experience previously granted by a predecessor board will continue to be recognized as calculated by that board.

L7.03 Statutory pregnancy/parental leave shall count as teaching experience.

L7.04 No teacher employed by the Near North Board of Education on June 30, 1998, shall suffer a reduction in grid placement as a result of wording in this article which may conflict with the grid placement received under the Collective Agreement of their predecessor board.

L7.05 Related Experience

L7.05.01 Upon presentation of supporting documentation and effective on the date the experience is approved by the Superintendent of Support Services or Designate, each year of related experience will be recognized for one year of grid placement on the basis of the following:

- a) technical teachers - years of work experience in the trade being taught,
- b) business teachers - years of work experience in the subject area being taught,
- c) other experience - years of teaching at a university or community college.

L7.05.02 The years of related experience to be counted shall be those in excess of requirements for entrance to Ontario Faculties of Education.

L7.05.03 Documentary or documented evidence must be submitted with all applications for related experience allowances. Teachers must apply for related experience, as defined in this article, by submitting an application to the Superintendent of Support Services or Designate. The previous related experience granted to a teacher may be reviewed by the Board each year.

L7.06 New Teachers

L7.06.01 The Board shall provide, prior to September 1 for new hires commencing on the first day of any school year, and prior to the first day of work for new hires commencing after September 1, a package of materials to be determined by the Board in consultation with OSSTF.

L7.06.02 The Board shall provide to the President of the Bargaining Unit a copy of all job postings and a copy of the letter of appointment for each new hire. The letter of appointment shall include the posting number.

ARTICLE #L8	SALARY
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L8.01	All years of teaching experience shall be recognized for the purpose of category placement. Teachers shall be paid according to the following salary grids. Each pay will be calculated using the grid in effect on the pay date.
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Effective September 1, 2019

Step	CAT 1	CAT 2	CAT 3	CAT 4
0	49,309	51,324	56,627	59,215
1	51,795	54,035	59,822	62,672
2	54,282	56,749	63,018	66,130
3	56,768	59,460	66,211	69,586
4	59,257	62,172	69,406	73,040
5	61,742	64,883	72,599	76,497
6	64,229	67,593	75,793	79,956
7	66,718	70,306	78,990	83,411
8	69,201	73,018	82,185	86,865
9	71,689	75,729	85,379	90,325
10	74,175	78,441	88,572	93,780
11	79,608	84,273	95,295	100,975

Effective September 1, 2020

Step	CAT 1	CAT 2	CAT 3	CAT 4
0	49,802	51,837	57,193	59,807
1	52,313	54,575	60,420	63,299
2	54,825	57,316	63,648	66,791
3	57,336	60,055	66,873	70,282
4	59,850	62,794	70,100	73,770
5	62,359	65,532	73,325	77,262
6	64,871	68,269	76,551	80,756
7	67,385	71,009	79,780	84,245
8	69,893	73,748	83,007	87,734
9	72,406	76,486	86,233	91,228
10	74,917	79,225	89,458	94,718
11	80,404	85,116	96,248	101,985

Effective September 1, 2021

Step	CAT 1	CAT 2	CAT 3	CAT 4
0	50,300	52,355	57,765	60,405
1	52,836	55,121	61,024	63,932
2	55,373	57,889	64,284	67,459
3	57,909	60,656	67,542	70,985

4	60,449	63,422	70,801	74,508
5	62,983	66,187	74,058	78,035
6	65,520	68,952	77,317	81,564
7	68,059	71,719	80,578	85,087
8	70,592	74,485	83,837	88,611
9	73,130	77,251	87,095	92,140
10	75,666	80,017	90,353	95,665
11	81,208	85,967	97,210	103,005

L8.02 No Teacher shall be newly employed at a salary higher than that being paid to any member of incumbent staff having the same or equal qualifications, experience, and responsibility.

L8.03 A full allowance (see table) shall be paid for either but not both, a Ph.D. or a Masters Degree from a recognized University, except where one or more courses of such a Degree have been used in the determination of the teacher's category. This allowance shall be in addition to the maximum salary under the terms of this Agreement. The full allowance will be distributed in the remaining pays effective the date that the Human Resources Department receives a copy of the degree.

\$1137.26	effective September 1, 2019
\$1148.63	effective September 1, 2020
\$1160.12	effective September 1, 2021

L8.04 Coordinators and the Section 23 Administration/Liaison Position shall be paid Category A4-4 maximum plus an allowance of:

\$7,486.02	effective September 1, 2019
\$7,560.88	effective September 1, 2020
\$7,636.48	effective September 1, 2021

L8.05.01 Errors in pay creating an overpayment shall be recoverable back to the beginning of the school year in which the error was discovered. The overpayment shall be recovered by equal payments deducted from each pay. The duration of the deduction in pay shall be for the same length of time that has elapsed from the beginning of the school year to the pay period at which the overpayment was discovered. Notwithstanding the foregoing, the Teacher may mutually agree with the Board to repay the overpayment in a shorter period. In no case shall a teacher have monies deducted by the Board in conjunction with this article without first advising the teacher.

L8.05.02 Errors in pay creating an underpayment or non-payment (where no remuneration has been received for required work which has been performed) shall be recoverable back to the beginning of the school year in which the error was discovered and shall be recovered on the next pay.

ARTICLE #L9	METHOD OF PAY
L9.01	The payment shall be deposited electronically at the financial institution of the employee's choice and payment information shall be maintained in the employee portal which can be printed by the employee.
L9.01.01	Effective January 1, 2010: Teachers shall be paid their annual salary entitlement in twenty-six (26) (or twenty-seven (27) as the case may be) equal bi-weekly installments.
L9.02	Employee benefits shall be deducted from each pay. Statutory deductions shall be deducted in accordance with Revenue Canada requirements.
L9.03	Where a payday falls on a Saturday, Sunday or holiday, salaries shall be paid on the business day immediately preceding.
L9.04.01	Information regarding credit for teaching experience, category classification, salary and allowances are available on the Human Resources Portal.
L9.04.02	Benefit plan contributions and deductions are provided on the pay statement with each pay which is available electronically on the employee portal.
L9.05.01	Teachers who leave the Board's employ shall be paid any salary owing up to the last school day worked.
L9.05.02	Where a teacher works only part of the school year, the teacher shall be paid a salary in proportion that the number of school days which the employee works bears to the total number of school days in the school year.

ARTICLE #L10	FEDERATION LEAVE AND FEES
L10.01	On each pay date on which an employee is paid the Board shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
L10.02	The OSSTF dues deducted in 10.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted. The Board shall, where available, provide the information in electronic form.
L10.03	Dues specified by the Bargaining Unit in 10.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 4 TBU no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days

worked, salary for the period, and the amounts deducted. The Board shall, where available, provide the information in electronic form.

L10.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

L10.05.01 At the request of the Union, the Board shall grant full-time/part-time release time to the equivalent of one (1) full-time position. The person(s) named shall be forwarded to the Director of Education and the Manager of Human Resources by June 30. The person(s) shall be treated for all purposes, including but not limited to the payment of salary, allowances and benefits, and the accumulation of seniority, sick leave, as if working at their normal assignment. The Union will reimburse the Board at a rate of minimum category 2 plus employee and employer share portion of statutory benefits.

L10.05.02 In addition to the person(s) released in Article 10.05.01, the Board may grant further release time from teaching duties for additional members of the Union. The Board shall not unreasonably deny requests from the Union for additional release time. The Union shall reimburse the Board for its actual costs of the teacher released.

L10.05.03 A teacher returning from a Union leave has the right to be reassigned to the same school and same position as prior to going on leave, subject to the lay-off procedures in Article 14.

L10.06 The Board shall grant a leave of absence to a teacher who holds an office requiring full-time duty at the provincial level, provided that the Union reimburses the Board for the full cost of the teacher's total salary and other benefits. The teacher shall continue to accumulate seniority during the period of leave.

ARTICLE #L11	EMPLOYEE BENEFITS
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- L11.01** a) There shall be a Long Term Disability Plan selected by and fully paid for by the teachers. The Board agrees to cooperate with the enrolment, the deduction and remittance of premiums, the provision of available necessary data to the insurer and the continuation of assisting teachers in the administration of claims as has been established through past practice. The Union is responsible for selecting the carrier and for the resolution of any disputes between the teacher and the carrier regarding the eligibility of the claim.
- b) As a condition of employment, all teachers newly employed by the Board shall be enrolled in the prevailing employee benefit plan including LTD.
- c) The Board agrees to deduct at source any required premium payments incurred by the teachers.
- d) The amount of the employee's share of the refundable Employment Insurance Rebate shall be refunded and in turn

submitted to the Bargaining Unit by February 28th for the preceding taxation year.

ARTICLE #L12 POSTING OF VACANCIES

L12.01 Definition of Vacancy

It is the Board's responsibility to determine the location of a teaching vacancy.

L12.01.01 A teacher is at liberty to apply for any available secondary school position within the Board at any time, if suitably qualified.

L12.02 Any permanent vacancy resulting from transfer, death, resignation, secondment, leaves, creation of a new position, or any other reason, shall be posted internally and emailed to all secondary teachers on the Board email.

L12.02.01 Internal posting shall be in all educational workplaces within the jurisdiction of the Board.

L12.02.02 Internal applicants shall mean members of the Bargaining Unit including teachers on the recall list.

L12.02.03 All vacancies shall be posted at least five (5) school days before the vacancy is to be filled. Concurrently a copy shall be sent to the President of the Bargaining Unit and to each teacher, at the teacher's last known address, who is entitled to recall under this collective agreement.

L12.03 All postings shall include the title of that position, requisite experience if any, qualifications and effective date.

L12.04 The Board will endeavour to post the Co-ordinator/Liaison positions at least every 5 years. Nothing in this article will prevent the Board from posting the positions sooner than 5 years.

ARTICLE #L13 WORKING CONDITIONS

Individual Teacher Workload and Class Size

Based on the projected ADE, the FTE classroom teaching staff assigned shall be the number of FTE required to provide for an average class size of all secondary school classes, in the aggregate, of 23 to 1 in accordance with the [Education Act](#) and Regulations.

L13.01.01 a) The following shall be the class size maximums and shall not be exceeded:

Effective September 1, 2009

Category	Grade 9	Grade 10	Grade 11	Grade 12
Enriched	30	30		
Academic	28	28		
Applied	25	25		
Remedial/Applied	18	18		
Open	25	25	26	26
Physical Education	30	30	30	30

Music (including multigrade/multilevel)	33	33	33	33
Essential and Practical	18	18		
Essential and Practical Technical	16	16	16	16
Technical	20	22	23	23
University			32	32
University/College			32	32
College			27	27
Workplace			20	20
Multi-grade Performance	28	28	28	28
Multi-Level Performance	28	28	28	28

The following represents the special education classes in place. In the Behaviour program, TIL program, and SIP program one class may move to a maximum indicated in the brackets if the makeup of the class is one that is not considered severe. This decision would be made in consultation with the special education department at the board and the special education team at the school.

Effective September 1, 2009

Special Education			
Program Location	Class size maximum		
	Class 1	Class 2	Class 3
TIL (WSS)	12	12	8 (10)
SIP (CSS)	8	6 (8)	
PLMP (AHSS)	12		
Behaviour (WFSS)	8 (10)		
PSHS	12		
TIP (FJM)	10		

In those schools using an MSIP timetable format the class maximum for the MSIP class will be 25 at all grade levels. If the MSIP class setting is a tech class, the maximum shall be 20.

* Class sizes not specified here will referred to SAC

** Technical classes are defined as shop classes conducted in areas where safety is a concern.

They do not include Communications Technology or Computerized Drafting. They do include Food Preparation and Family Studies' Foods' courses.

*** Multi-Grade and Multi-Level Performance classes are defined as classes in Visual Arts, Dance, Drama, and Physical Education.

**** Literacy Skills: Reading and Writing, Grade 11 and Ontario Secondary School Literacy

Course, Grade 12 shall be deemed to be workplace level courses for the purposes of establishing class sizes

Computers/Information Technology class sizes shall not exceed the number of workstations in any given classroom.

The classes designated as enriched for this purpose would be limited to: ST-21 classes at WFSS, Enriched English at PSHS, Enriched English, Mathematics and Science at AHSS, Enriched English and Mathematics at WSS and Contest Classes in Mathematics and Electronics Mathematics at CSS.

The SAC shall review annually and make recommendations regarding the allocation of staff generated from the Student Success Initiatives funding with a view to supporting student success through the review of maximum class sizes at the Applied, Open, Workplace, Essential and College levels.

- L13.01.01 b) As part of the staffing cycle, consideration for health and safety, limitations of available equipment and physical space may necessitate the lowering of class size maximums in certain areas. Such situations shall be referred to the Staff Allocation Committee for a decision.
- L13.01.01 c) Co-operative Education classes shall have a maximum of 20 students per period. A full-time Co-operative education teacher shall have a maximum of 60 students per day. A full-time Co-operative education teacher shall deliver a maximum of 120 credits.

The minimum assignment for a teacher in Co-operative Education shall be 2 periods per semester. A teacher assigned 2 periods of Co-operative Education during a semester shall be assigned this time as consecutive periods in either the morning or afternoon of a regularly scheduled day.

- L13.01.01 d) With the exception of the multi-grade or multi-level classes defined in Article 13.01.01 the class size of a multi-grade and or multi-level class shall be 1 less than the lowest class size allowed for the constituent classes as defined in 13.01.01 provided that each of the constituent levels and grades has at least 6 students. If there are not 6 students in each of the levels or

grades, the class size maximum is the average of the two class size maximums.

L13.01.01 e) The Staff Allocation Committee as defined in Article 14.01.01 shall be responsible for using consensus to decide the class size for any course which appears not to fit within the parameters of Article 13.01.01 a). Where possible, this process should take place in the spring before the course(s) are scheduled.

L13.01.02 A bi-level or multi-grade class shall be composed of no more than two (2) distinct groups unless the teacher of the class and the Bargaining Unit agrees otherwise in writing.

L13.01.03 The Board shall endeavor to limit the number of students identified Exceptional, excluding gifted students, integrated into a credit classroom to five (5) at any given time. If the number of identified ISA students exceeds five, the Board shall provide an educational assistant for the class.

L13.02 The Principal shall endeavor to ensure that the following guidelines related to the number of lesson preparations are not exceeded. For the purpose of article 13.02, one "preparation" shall mean all the work involved in preparing to teach and evaluate students in a course for which a full credit is offered.

L13.02.01 Other than at F.J. McElligott, the number of lesson preparations shall be not more than three (3) different preparations per semester and not more than a total of six (6) different preparations in one school year. The same course taught in two semesters shall be counted as two preparations.

L13.02.02 At F.J. McElligott, the number of lesson preparations shall be not more than four (4) different preparations per semester and not more than a total of eight (8) different preparations in one school year. The same course taught in two semesters shall be counted as two preparations.

L13.03 Principals shall endeavor to provide staff timetables not later than the last day of school in the previous school year for the following September, and not later than December 31 for the following semester.

L13.03.01 By October 31st of a new school year the Board shall ensure that each school complies with Articles 13.01.03.

L13.03.02 Within 20 school days of the start of the second semester of a school year, the Board shall ensure that each of its secondary schools is in compliance with Articles 13.01.03.

L13.04 By November 1st, and again by April 1st, the Board shall provide the Bargaining Unit with its data on workload and class size for each teacher, including number and category of teaching periods per day, number of student/teacher contacts, number of lesson preparations, and number of students in each class. Bargaining Unit requests for this information on any other dates shall not be unreasonably denied.

L13.05 Should any or all schools covered by this Agreement institute any timetabling agreement other than the semestered system now in effect, the teaching conditions and workload of the teachers in the school(s) shall be in principle comparable to those of the teachers under the present system

L13.05.01 The maximum length of the school year shall be the minimum number of school days as prescribed by the applicable [Education Act](#) .

L13.05.02 A teacher who is assigned duties at two (2) or more locations on the same day shall be provided with time to travel between the locations. When traveling time occurs, it shall be exclusive of preparation time, and when it occurs during the lunch period, it shall be an extension of the 40-minute lunch period.

L13.05.03 Each teacher shall be entitled each day to an uninterrupted period of not less than forty (40) minutes for lunch free from assigned duties. Lunch shall begin no earlier than 10:45 am and end no later than 1:15 pm. (This does not prevent teachers from engaging, on a voluntary basis, in extra- curricular activities.)

L13.06 **Positions of Added Responsibility “(PAR)”**

L13.06.01 Regardless of the PAR model in any school, in the event that there is a vacancy in a position of added responsibility, no teacher will be assigned any duty normally carried out by the teacher who has vacated the position.

L13.06.02 All PAR positions shall be posted, and interviews held internally within the school when a vacancy occurs.

L13.06.03 Each year, school staffs, in consultation with the Principal, may review the number and kind of PARs based on school needs. The total cost shall not exceed what has been assigned to the school, and the combined cost of all PARs in the Board shall not exceed the revenues generated in the Department Head line of the Provincial Funding Formula.

L13.07 **Assigned Time and Preparation Time**

L13.07.01 i) Each full time teacher shall be assigned a maximum of 6.00 periods. Each full-time teacher may also be assigned up to the following maxima Alternative Professional Assignments comprised of either on- call/supervisions or student

mentoring based on seventy-five (75) minute periods or equivalent as outlined in Article 13.01.01.

L13.07.01 ii) No teacher shall be assigned more than 3.00 periods in one semester.

L13.07.01 iii) Section 23, Co-operative Education, and Guidance teachers will be assigned up to the following maxima Alternative Professional Assignments comprised of student mentoring:

i) 2014-2017: (47 half periods)

L13.07.01 iv) Alternative Education will be assigned up to the following maxima Alternative Professional Assignments comprised of student mentoring, supervisions and on-calls within the Alternative Program:

i) 2014-2017: (47 half periods)

L13.07.01 v) All other teachers may be assigned up to the following Alternative Professional Assignments comprised of on-calls/supervisions, student mentoring or teacher mentoring

i) 2014-2017: (47 half periods) of which up to 20 may be on-calls

For the purposes of this collective agreement, an on-call is deemed to be one teacher replacing one other absent teacher in a classroom setting for a maximum of one-half period at a time. In no case will any teacher be required to complete more than 2 on-calls in a week. At the mutual consent of the teacher and the in-school administration, teachers may elect to complete a full period on-call. In such cases, the teacher will be credited with 2 completed on-calls. In no case will any teacher be required to complete a full period supervision.

L13.07.02 All unassigned time shall be available to the teacher for preparation and marking.

L13.07.03 Principals will make every effort to assign on an equal basis the working conditions described above.

L13.07.04 No teacher shall be allocated assigned time over a continuous interval exceeding 150 minutes excluding travel time between periods and/or breaks.

L13.07.05 During a legal strike undertaken by members of another bargaining unit against the Board, no teacher shall be required to perform duties beyond the scope of his/her regular duties.

L13.07.06 Guidance and Co-operative Education Teachers who agree with a request from the Board to work beyond the designated school year shall receive compensating days off equal to the number of days or part days worked to be scheduled by mutual consent during the course of the school year exclusive of examination and professional development days.

- L13.07.07** The parties recognize that teacher participation in extra-curricular activities and School/Board committees is voluntary.

ARTICLE #L14 TEACHER RETENTION PLAN
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L14.01 Definitions

- L14.01.01** Secondary System Staffing Committee: is comprised of one Superintendent, Manager of Human Resources, and the Union President and one Vice-President or designate.
- L14.01.02** In-School Staffing Committee: is comprised of the Principal, Vice-Principal, the bargaining unit branch president or designate and a second representative of the branch executive.
- L14.01.03** Redundant Teacher: Teachers with lower seniority than the staff complement specified for the system in accordance with this Collective Agreement and relevant legislation, are declared redundant to the system. Teachers declared redundant to the system are placed on the recall list in order of seniority.
- L14.01.04** Surplus Teacher: A teacher is surplus from his/her present school due to various school related factors as determined in Article 14.05. These teachers are placed on the Surplus List.
- L14.01.05** Recall List: A list, established on August 31, of redundant teachers, in order of seniority, who may remain on this list for a period of four (4) years for recall purposes.
- L14.01.06** Severance Allowance: An allowance based on seniority with the Board and the teacher's salary at the time of accepting the allowance. Acceptance of a severance allowance by a teacher means the Board has no further obligation to the teacher.

L14.02 Release of Teachers

- L14.02.01** Members of the Bargaining Unit shall be released only through
- a) Natural Attrition - (Retirement, Resignation)
 - b) Just Cause
 - c) The procedures outlined in this Article.

L14.03 Seniority

- L14.03.01** In this article "seniority" shall mean:

- i) the total number of continuous years under contract, as a secondary teacher, with the Board of Education plus all seniority as recognized by its predecessor boards on December 31, 1997.
- ii) Any leave granted by the Board shall count when calculating a teacher's seniority.
- iii) All part-time teaching as defined in Article 20 shall be equivalent to full-time teaching when calculating a teacher's seniority.
- iv) Notwithstanding the above, for the purposes of seniority, any Superintendent, Principal, or Vice-Principal who returns to the bargaining unit shall come in with zero years of seniority.

L14.03.02 If it becomes necessary to "break ties" because two or more teachers have identical service credits according to Article 14.03.01 then, the teachers shall be considered to have the greatest seniority according to:

- a) the greatest number of years as an active teaching member of OSSTF, followed by,
- b) the greatest number of years as a teacher with the Board of Education or its predecessor boards, followed by,
- c) the greatest number of years, including all teaching related experience, with the Near North District School Board or its predecessor boards, to a maximum of one (1) year seniority in any one school year, followed by,
- d) the greatest number of years service as a teacher in the secondary schools in the Province of Ontario, followed by,
- e) the greatest number of years service as a teacher in the secondary schools in the Province of Ontario, plus teaching experience in elementary schools in the Province of Ontario but only from the year of qualification to teach in specialized subject areas, in a secondary schools, followed by,
- f) teaching as in 14.03.02 e) plus recognized teaching experience outside Ontario, followed by,
- g) the greatest number of years, including any paid experience, with the Board or its predecessor boards.

L14.03.03 When a tie still exists, the Manager of Human Resources and a representative of the Bargaining Unit shall determine the order of the names of the teachers to be placed on the seniority list. Such determination is to be made by placing in a container the names of all teachers who are tied. The Manager of Human Resources will draw the names. The first name drawn is to be most senior, and so on, until the names of all persons tied have been drawn.

L14.03.04 A seniority list shall be prepared annually by the Manager of Human Resources and emailed by October 31st. Teachers have until November 30 to report, in writing, possible errors to the Bargaining Unit President and the Manager of Human Resources. A revised list shall be sent to the Bargaining Unit President by December 15 and emailed to all teachers. Further changes to the list as a result of new teachers being hired or additional revisions will be updated on a regular basis thereafter, and used for the purpose of formation of surplus or layoff lists in accordance with other subsections of this article.

L14.03.05 Teachers with more than ten (10) years seniority shall have their names listed in alphabetical order at the top of the list indicating that they all have seniority greater than the first teacher in the non-alphabetical part of the list. Teachers who have ten (10) years of seniority or less shall be placed on the list in order of decreasing seniority. A copy of the most recent version of the list shall be emailed to all secondary teachers.

L14.04 Secondary System Staffing Committee

- i) The Secondary System Staffing Committee shall monitor the staffing requirements of the secondary system in accordance with the [Education Act](#) and the Regulations thereunder, to allocate the system's staffing referenced in this collective agreement to each secondary school and to monitor the workload provisions of the Collective Agreement.
- ii) The Secondary System Staffing Committee shall communicate the staffing information to all In- School Staffing Committees as defined in this collective agreement and shall meet with one or all of them, if necessary, to review each school's share of the system's secondary staff. The Committee shall review the distribution of staff to schools on a regular basis to be determined by the Committee.

L14.04.02 Either party may call for a meeting of the Secondary System Staffing Committee at any time.

L14.04.03 In-School Staffing Committee

The In School Staffing Committee shall meet each semester and as required, hold additional meetings, to discuss such issues as indicated below. Scheduling of meetings will be mutually agreed to.

- i) Staff allocation for the following semester
- ii) On-calls and supervision
- iii) Student programming
- iv) Workload provisions

L14.04.04 Redundancy

On April 15, the Board shall declare the number of redundant teachers, if any, and shall notify the Bargaining Unit President of this number in writing.

L14.04.05 To determine if a redundant situation exists for the following year, the Board shall determine the total teaching staff required for the following year in accordance with projected enrollments and the requirements of this Collective Agreement and relevant legislation. If this figure is less than the number presently on staff, with adjustments for those returning or leaving, then a redundant situation exists.

L14.04.06 If on April 15, there are no teachers to be declared redundant, the surplus article will apply.

L14.04.07 All teachers declared redundant shall be notified in person, at the end of the school day, by the Principal or designate and in writing by May 1, with copies of this notification provided to the Bargaining Unit President and the principal(s) involved.

L14.04.08 i) A redundant teacher may be so designated because a redundant situation exists. These redundant teachers so designated by seniority as outlined in Article 14.03, shall be placed on the Recall List.

ii) Any teacher who has been granted a leave of absence for the following year and has been declared redundant in the year immediately preceding that leave, shall have that leave granted when he/she has been recalled if the teacher still wants to take the leave.

iii) After surplus teachers are placed; redundant teachers are recalled in seniority order provided they have the qualifications required for the vacant position.

In the event that the most senior teacher on the recall list does not have the qualifications necessary to fill a staff complement vacancy, the next most senior teacher on the list with appropriate qualifications may be recalled.

Any teacher(s) passed over in this manner will be given first consideration for the next and any subsequent staff complement vacancy postings.

In the event that none of the teachers on the recall list have the qualifications necessary for the posting, the Board may advertise and hire externally.

Members on the recall list will be given first consideration for any Long Term Occasional positions, and will automatically be placed on the list for Short Term Occasional work.

To the extent that such enrollment is allowable by the plan, redundant members shall be entitled to continue to be enrolled in benefits plans in which the members were enrolled immediately prior to being declared

redundant, with the teacher paying the full cost of premiums for up to a maximum 4 years after being declared redundant.

L14.04.10 If a teacher cannot be accommodated because there are insufficient available positions by August 31 and that teacher has not accepted an alternate teaching position, then, the redundant teachers shall be accommodated by one of the alternatives listed below,

- i) Recall List for up to four (4) years
- ii) Severance Allowance

L14.04.11 On August 31, an unaccommodated redundant teacher may choose to:

- a) accept a severance allowance based on seniority with the Board and on the teacher's salary at the time of accepting the allowance, as follows:

Years of Service	Severance % of Salary
less than one year	5% of actual money earned
1	5%
2	10%
3	15%
4	20%
5	25%
6	30%
7	35%
8	40%
9 and over	45% maximum

OR

- b) To be placed on the recall list in order of seniority for a period of four (4) years without prejudice to acceptance of severance pay at a later date. When a teacher is recalled, employment shall be under the same type of contract as the one held when declared redundant and retain all rights held when declared redundant.

L14.04.12 Acceptance of the severance allowance means the Board has no further obligation to the teacher.

L14.04.13 If a teacher on the recall list has not been recalled by the end of four (4) years, then, severance allowance shall be given in accordance with the provisions of Article 14.05.05.

L14.04.14 Any teacher declared redundant and released from employment, in accordance with Article 14 shall be given a letter from the Manager of Human Resources stating the reasons for the teachers release and stating that there was no question of incompetence.

L14.04.15 No teacher from the Board's elementary panel shall be considered for a position at the secondary level until all redundant teachers at the secondary level have been placed in a position.

L14.05 Surplus Teachers

L14.05.01 For the purposes of the following article, there shall be 3 regions:

North	East	West
F.J. McElligott	Almaguin	Parry Sound
Northern		
Chippewa		
Laurentian Learning		
West Ferris		
Widdifield		

L14.05.02 Definition:

A surplus teacher shall mean a teacher on contract for whom no position will be available within the school in which the teacher is presently teaching.

If no teacher presently on the staff of the school (other than those already on the surplus list) is currently qualified or will be qualified by September 1st for a position that would, if not filled, entail the curtailment or elimination of a program in that school, then the teacher is not declared surplus and instead, the next teacher with the lowest seniority on the list is so declared. It is possible that more than one teacher will have to be passed over in this manner to arrive at the final surplus list for that school.

- i) Surplus teachers so designated shall be placed on the Surplus List.
- ii) On the date that the number of teachers on the Surplus List is determined, it will be the same as the number of vacancies available in the schools.

By May 15th, vacancies in schools will be open for application for 3 business days and a copy of each posting will be emailed to all secondary teachers. The position shall be awarded to teachers as follows:

- a. Round 1 - for the consideration of permanent teachers. The most senior qualified teacher who applies for the position shall be granted the position.
- b. Round 2 - for the consideration of permanent teachers and surplus teachers. The most senior qualified teacher who applies for the position shall be granted the position.
 - i. Each teacher on the Surplus List is guaranteed an interview for each position for which they apply.
 - ii. The Principal shall offer the position to one of the applicants who is suitably qualified.

L14.05.03 By May 31st, the Superintendent of Support Services shall place any unaccommodated surplus teacher in a school, using an administrative transfer if required. Teachers on the Surplus List shall be placed in the same region as indicated above, if possible. If a teacher on the Surplus List accepts an offer or is placed in a position in another Region, then Article 14.10.01 and 14.10.02 shall apply.

L14.06 If a redundant or surplus teacher accepts a position in another secondary school in the system, and if:

- i) a position becomes available in the former school before September 1 and subsequent to the transfer, then, the transferee has right of first refusal.
- ii) a position becomes available in the former school on September 1 or thereafter in the first school year following the initial transfer then the transferee has the right to request to be returned to their former school at the beginning of the semester subsequent to the date upon which the position becomes available.
- iii) another position occurs within the secondary system, then, the transferred teacher shall be able to apply for and accept another position before September 1 of the year in which the transfer occurred.

L14.07 Teacher Requested Transfers and Exchanges

L14.07.01 A mutually agreeable transfer may be arranged for any reasons or at any date acceptable to the Board and the teacher concerned, provided that the principals involved are agreeable. The Board shall facilitate this process during the month of March by providing forms for this purpose.

L14.07.02 The Board shall ask and teachers shall submit requests for year-end transfers before March 31. These transfer requests may be conditional (specifying the municipality and/or the school desired) or may be

unconditional. Conditional transfers must meet with the stipulated conditions indicated by the teacher or the transfer can be declined.

L14.07.03 The teachers shall be informed of the proposed transfer as soon as possible, and no later than May 15.

L14.07.04 Any teacher declared surplus or AFT will not be considered for a transfer or exchange until that teacher has been recalled or removed from the AFT list.

L14.08 Administrative Transfers and Voluntary Relocation

L14.08.01 Administrative transfers may be carried out at any time during the school year. If it becomes necessary to transfer a teacher, the Board will endeavor to place the transferee in a position which is mutually satisfactory to both parties. The following steps shall apply:

- a) Teachers involved in these transfers shall be informed five (5) school days in advance of the transfer.
- b) Should a vacancy occur in the school from which the teacher was transferred, the teacher may request to be returned to that school.

L14.08.02 Articles 14.10.01 and 14.10.02 shall apply to any teacher who is administratively transferred.

L14.08.03 The Board may offer to teachers a "Voluntary Relocation" to a position at another school. The Voluntary Relocation must be made by mutual consent of the teacher, the principal of the originating school, the principal of the receiving school, the Bargaining Unit and the appropriate supervisory officer(s) and may occur any time during a school year. The allowances referenced in Article 14.10 shall not apply.

L14.09 Retraining Leave

L14.09.01 The Staff Allocation Committee shall determine the suitability of retraining each unaccommodated teacher at the earliest possible date on the basis of the projected needs of the Board, the courses requested by the teacher and the availability of funding for retraining purposes.

L14.09.02 When summer courses are available to aid in the re-qualification of an unaccommodated teacher(s) for a position or a projected position, then the tuition for these courses may be paid by the Board if suitable funding is available.

L14.09.03 i) Upon recommendation of the Staff Allocation Committee an unaccommodated teacher who still remains surplus after August 31 and chooses to be placed on the recall list shall be granted retraining leave for one year without pay to re-qualify for a possible position in the District. The

tuition for the courses and any portion of the teacher's salary shall be paid by the Board if suitable funding is available.

- ii) If, during the year of retraining, a suitable teaching position with the Board becomes available, the teacher shall be allowed to assume the position subject to Article 14.05.07 (ii) and the repayment by the teacher of tuition fees paid for by the Board.

L14.09.04 A teacher who receives a retraining leave for one year will be credited with a year's experience for seniority purposes.

L14.09.05 Placement of the teacher upon return from retraining leave shall be governed by the provisions of Article 14.

L14.10 Allowances

L14.10.01 i) The teacher shall receive a mileage allowance for two years as described below:

North Bay to Mattawa - \$75/month
North Bay to Sturgeon Falls - \$50/month
North Bay to Almaguin - \$75/month
North Bay to Parry Sound - \$150/month
Almaguin to Parry Sound - \$75/month

These amounts are for either direction of travel, and a teacher traveling from A to C via B shall receive the sum of the amounts from A to B plus B to C.

If the teacher lives in the same municipality as the new school to which he/she is administratively transferred, then no allowance is paid. If a decision to relocate occurs any time during the first year, 100% of the relocation allowance as described in Article 14.10.02 shall be paid. If a decision to relocate occurs any time during the second year of teaching, 100% of the relocation allowance less any money paid for travel in the second year shall be paid. At no time shall the teacher receive less than 50% of the actual costs of relocation as eligible under Article 14.10.02 up to a maximum of \$2641.00.

- ii) The teacher shall receive the allowance only if she/he is actually "out of pocket" (i.e. when carpooling as a passenger or if the transfer results in no increase in distance traveled, the allowance will not be paid).

L14.10.02 The Board shall pay, per teacher or per family,

- i) actual moving costs to a limit of \$1,321.00

and

- ii) actual related expenses (i.e. real estate fee, legal fee, and appraisal fee related to selling a home and legal, survey,

registration and land transfer fees and the cost of arranging a mortgage when purchasing a home) to a limit of \$3960.00.

L14.11 Important Dates (for reference)

DATE	EVENT	ARTICLE REFERENCE
by Oct 31	Seniority list emailed to teachers	L14.03.04
by Nov 1	Staffing/Workload reports provided to the Bargaining Unit President	L13.04
by Nov 30	Possible seniority list errors reported	L14.03.04
by Dec 15	Revised seniority list emailed to teachers and Bargaining Unit President	L14.03.04
by Mar 1	Deferred Salary Leave Plan requests submitted	L18.01.02
by Mar 1	Notification to extend an Unpaid Leave must be Provided	L18.03.02
by Mar 1 (of preceding year)	Requests for Second Semester Leave with Benefits Paid submitted	L18.04.02
15 days later	Board provides response to Requests for Second Semester Leave with Benefits Paid	L18.04.03
by Mar 31	Requests for Transfer must be submitted	L14.07.02
by Apr 1	Staffing/Workload reports provided to the Bargaining Unit President	L13.04
by Apr 15	Board declares number of teachers deemed redundant or surplus to the Bargaining Unit President	L13.04.04
by May 1	Notification of teachers declared redundant in person and in writing. Bargaining Unit President also notified	L14.04.07
by May 15	Vacancies in schools open to applications: Round 1: Permanent teachers only, qualified and most senior Round 2: Permanent and Surplus teachers, qualified and most senior	L14.05.02
by May 15	Deferred Salary Leave Plan acceptance, denial, or suggested modifications provided	L18.01.03
by May 31	Unassigned surplus teachers assigned to schools in their region where possible	L14.05.03

ARTICLE #L15 TEACHER PERFORMANCE APPRAISAL

L15.01 The Board recognizes that Teacher Performance Appraisal shall be conducted in accordance with the [Education Act](#) and relevant legislation and in accordance with the Board's Policies and Procedures. The Board shall consult with the Bargaining Unit prior to

making changes to the Board's Policies and Procedures with respect to Teacher Performance Appraisal.

ARTICLE #L16 PERSONAL FILES

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| L16.01 | The personnel file respecting a teacher shall be maintained in the Human Resources Department of the Board and shall be available and open to the teacher and/or a person authorized in writing to act on the teacher's behalf for inspection in the presence of a Board Human Resources Staff member at any reasonable time during the regular working hours of the department. |
| L16.02 | The teacher may make a copy of such information and may be accompanied by one other person who shall have access to such information at the request of the teacher. |
| L16.03.01 | If the teacher disputes the accuracy or completeness of any such information other than an evaluation referred to in Article #15, the Board shall, within twenty school days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm, amend or remove the information. |
| L16.03.02 | Where the Board amends or removes information as outlined in Article 16.03.01, the Board shall notify the teacher within 7 days of such changes and, at the request of the teacher notify all persons who received a report based on the prior information. |
| L16.04 | A teacher may place comments on any materials kept on file pertaining to the teacher. |
| L16.05 | Documents contained in an employee's personnel or school file of a disciplinary or negative nature shall be removed from the file and returned to the employee no later than 4 years after the date of issue. A teacher may request a review after 3 years and upon further review by the Superintendent of Support Services or Designate, the letter/or document may be removed. No reference to the documents shall remain in the file. |

ARTICLE #L17 SICK LEAVE PLAN
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(Sick leave provisions are also provided in Section C9.0 of Part A – Central Terms)

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| L17.01.01 | A sick leave credit system is hereby established for every teacher eligible under Article 17.02. The administration of the system shall be vested in the Superintendent of Support Services or Designate. |
| L17.01.02 | The Superintendent of Support Services shall have the power to do and perform all things necessary for the conduct of the sick leave credit system, including the power to allow or disallow any sick leave credit or deduction there from. |
| L17.01.03 | The Superintendent of Support Services shall keep a record of the sick leave credits and the deductions there from. |
| L17.02 | All teachers shall be covered under this Sick Leave Plan. |

- L17.03** Details of accumulated sick leave credits are available by logging into the Board's Human Resources Portal.
- L17.04** No transfer into the sick leave credit plan shall be made if the teacher receives from the previous Board a service gratuity or other allowance paid in respect of accumulated sick leave.
- L17.05** For absence for illness by a teacher for five (5) days or more in any given school year, the Board may require that a medical certificate be supplied. The Board may further require that this medical certificate be from a qualified medical or dental practitioner of the Board's choice. The cost of such a certificate, supplied by a medical, or dental, practitioner of the Board's choice, shall be paid by the Board.
- L17.05.01** Deductions shall be made from a teacher's sick leave credit for the number of days of absence because of illness. No salary payment or further accumulation of sick leave credits shall be made after the expiration of sick leave credits. Ninety days after the expiration of sick leave credits, no further contribution shall be made by the Board toward the cost of employee benefits.
- L17.05.02** Absence due to pregnancy/parental leave is excluded from this plan.
- L17.06** **Short Term Leave**
- Any leave of absence requested by a Teacher for any of the following reasons shall be granted by the Principal and shall be with pay, and without loss of sick leave:
- L17.06.01** where a teacher is writing examinations and:
- i) the examination is written in conjunction with improvement of qualifications or professional standing, and
 - ii) the examination is written during the school day, or
 - iii) the examination is written outside the instructional day, but travel time from the instructional day is necessary to reasonably arrive at the examination location.
- L17.06.02** where a teacher is attending his/her own graduation exercises or the graduation (grade 8, secondary or post-secondary) of his/her spouse, son, daughter or parent
- and;
- i) the exercises occur during the instructional day, or
 - ii) the exercises occur outside the instructional day, but travel time from the instructional day is necessary to reasonably arrive at the graduation location.

L17.06.03 for absence occasioned by the birth or adoption of a son/daughter, a leave of absence may be granted without loss of pay or sick leave credit for a period not exceeding one day;

L17.06.04 where a Teacher is attending the funeral of a member of the family:

- i) in the case of immediate family as defined below, a leave of absence without deduction of salary or sick leave credit up to a maximum of five (5) days.
- ii) in the case of a member outside the immediate family as defined below or a friend, one (1) day.

Definition - IMMEDIATE FAMILY - Parents, parents-in-law, spouse, children, brothers, sisters, grandparents, grandchildren. However, there may be an exceptional situation for other relatives. In the case of such a relative, the employee may be granted leave, subject to approval of the Manager of Human Resources. Spouse shall have the meaning as defined in the [Education Act](#) Section 1.0.1.

L17.06.05 A teacher shall be allowed leave of absence from duty by reasons of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which he/she is not a party or one of the persons charged, provided that the teacher pays to the Board any fee, exclusive of traveling allowances and living expenses that he/she receives as a juror or witness.

L17.06.06 A leave will be granted without deduction of salary or sick leave credit, for illness or medical appointments for a member of the immediate family as a result of which the teacher is required to be away from school. Such leave shall be limited to a maximum of three (3) days in a school year. Every reasonable effort has been made to take care of the situation by other means.

L17.07 Each teacher shall be allowed leave of absence without deduction of salary or sick leave when quarantined, or otherwise prevented from teaching by order of the Medical Authorities.

L17.08 Any leave of absence without pay of 3 days or less requested by a teacher and not covered elsewhere in Article 17 may be granted by the Principal. Leaves of more than 3 days may be recommended by the Principal and may be granted by the Manager of Human Resources or Designate and shall be without pay.

L17.09 Under the [Workplace Safety and Insurance Act](#), this Board provides protection for its teachers by way of insurance for partial loss of salary due to injury sustained in the course of duty. Under this cumulative leave sick plan, the Board will augment the compensation award so that full net salary will be paid up to the cash value of the number of days accumulated, after which the teacher shall receive only the compensation award.

L17.10 Retirement Gratuities

L17.10.01 General:

Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:

The gratuity will be paid March 1 for teachers who retire during or at the end of the first semester if the Board is notified of such retirement prior to May 1 of the preceding school year. Where a teacher retires during or at the end of the first semester and has not given notice prior to May 1, the retirement gratuity shall be paid by the following October 1.

The gratuity will be paid October 1 for any teacher retiring during the second semester or no later than August 31 if the Board is notified of such retirement prior to May 1.

Where a teacher retires during the second semester or no later than August 31 and has not given notice by May 1 the gratuity will be paid by September 1 of the following calendar year. A teacher may request the payment of their gratuity no later than two (2) years after their retirement date.

L17.10.02 Eligibility and Method of Calculation:

- i) To qualify for a gratuity, a teacher must have a minimum of twelve (12) years of service with the Board and be eligible for a pension and be at least fifty (50) years of age. This does not apply to teachers under the age of fifty (50) who may be eligible for a disability pension in accordance with the provisions of the [Teachers' Pension Act](#).
- ii) The number of years of service, as used in the formula below, shall be those with the Near North District School Board and its predecessor Boards. Years of service are the years of continuous service from the date of last appointment.
- iii) The number of days of accumulated sick leave, as used in the formula below, shall be restricted to those actually earned while in the employ of the Near North District School Board and its predecessor Boards since the date of last appointment. At the time of calculation of the gratuity this information will be determined from the records.
- iv) The formula to calculate the amount of the gratuity is as follows:

$$G = \frac{Y}{20} \times \frac{N}{200} \times \frac{S}{2}$$

Where:

G = value of the gratuity

Y = number of years of continuous service with this Board (maximum of 20)

N = number of days of cumulative sick leave (maximum 200)

S = annual salary

- v) Maximum gratuity shall be one-half of the annual salary rate at the time of retirement.

L17.10.03 Working Status Change and Gratuity Calculation

Teachers who change their working status from part-time to full-time, or full-time to part-time (this does not apply to teachers on a second semester leave as described in Article 18.04) or are on an unpaid leave of absence, within their last five years of employment with the Near North District School Board, shall have their gratuity prorated.

Example: A teacher working full-time in 1999-2000, 2000-2001 and 2001-2002 then assumes a two-thirds part-time teaching load in each of 2002-2003 and goes on an unpaid leave in 2003/2004. The time equivalent for this teacher is calculated as:

$$[(3 \times 1) + (1 \times 2/3) + (1 \times 0)]/5 = .734$$

The gratuity for that teacher is thus 73.4% of the gratuity determined from the formula in Article 17.10.02 (iv) of the Collective Agreement.

ARTICLE #L18 LEAVES

L18.01 Deferred Salary Leave Plan (DSLP)

The DSLP shall afford teachers the opportunity to take a one semester or one-year leave of absence, financed through the deferral of salary.

- L18.01.01** Any teacher who has at least two (2) years of service is eligible to participate in the DSLP.
- L18.01.02** A teacher shall make written application to the Board on or before March 1 of the school year prior to that in which the deferral leave plan is to commence, requesting approval for participation in the DSLP, and specifying the desired salary deferral.
- L18.01.03** Written acceptance, denial, or suggested modifications of the request, with explanation, shall be forwarded to the teacher on or before May 15 of the school year in which the request is made.
- L18.01.04** The DSLP shall be from two (2) to seven (7) years length including the semester or year of the leave. The leave shall be taken in the last semester or year of the plan.
- L18.01.05 Payment Formula and Retention of Deferred Salary**
 - a)** In each year of the DSLP preceding the semester or year of leave, a teacher shall be paid a reduced percentage of salary.
 - b)** The remaining percentage of annual salary (maximum 33 1/3 % of salary) shall be placed in an individual trust account in an investment plan mutually agreeable to the teacher and the Board.

- c) The interest earned annually shall be kept separate from the deferred salary and reported in the year earned in accordance with the requirements of Revenue Canada. The teacher shall receive twice- yearly statements showing the total deferred salary plus accumulated interest.
- d) The deferred salary shall be paid to the teacher in the year of leave, in the same manner as his/her salary would be or in a manner mutually agreeable to the teacher and the Board. Interest accrued prior to the leave shall be paid in a lump sum.
- e) Interest accrued during the year of leave shall be paid to the teacher in the year it is earned.

L18.01.06 Subject to Article 18.01.08, the teacher shall be entitled to the same, allowances, vacation, teaching experience credit and seniority as when not enrolled in the plan. The teacher may pay their benefits premiums for the period of the leave to maintain benefits coverage to the extent that such payments are allowable under the terms of the plan.

L18.01.07 During the period of leave, seniority will continue to accrue. Long-term disability coverage shall be based on the salary the teacher would have received had there not been a leave. Allowances shall not be paid and sick leave shall not be credited to the teacher's account during the year of leave.

L18.01.08 Withdrawal

- a) A teacher may withdraw from the DSLP anytime up to March 1 of the school year prior to that in which the leave is to be taken subject to the approval of the Superintendent of Support Services or Designate and in consultation with the local President of OSSTF. It is understood that withdrawals will be approved only when extenuating circumstances arise (i.e. serious illness, bankruptcy etc...).
- b) Upon withdrawal from the DSLP, the teacher shall be paid the total amount of salary deferred plus interest accrued at the date of withdrawal in a lump sum within 30 days of withdrawal or in a manner mutually satisfactory to the teacher and the Board.

L18.01.09 On return from the leave, the teacher shall return to the same, or a comparable position, held prior to the leave.

L18.01.10 Should a member die while participating in the DSLP, the total salary deferred plus interest accrued at the time of death shall be paid to a designated beneficiary or the estate.

- L18.01.11** The Deferred Salary Leave Plan shall be subject to the Regulations under the [Income Tax Act](#).

L18.02 Leave of Absence Without Pay

- L18.02.01** A leave of absence without pay for an extended period of time may be granted by the Board.
- L18.02.02** If a teacher decides not to return to the Board following a leave of absence without pay, the Board shall be notified by March 1st.
- L18.02.03** While a teacher is on a leave of absence, no sick leave time shall accumulate, but when the teacher returns to the Board from the leave, the teacher shall be credited with the same number of accumulated sick leave days as were previously banked before going on the leave.
- L18.02.04** Upon return from the leave of absence, the Teacher shall be assigned to the school previously taught at by the teacher unless a position is not available. If the position does not exist the teacher will be placed in a comparable position in the system.
- L18.02.05** Subject to the restrictions of the plan, a teacher on a leave of absence from the Board shall be allowed to prepay the full cost of any employee benefits participated in at the commencement of the leave, provided that the prepayment will cover the whole anticipated period of the leave.

L18.03 Extended, Unpaid Leaves of Absence for Teachers

- L18.03.01** Teachers who apply for an unpaid leave of absence from the Board, in accordance with Article 18.02, and who wish to extend that leave beyond a period of one year, shall be subject to the following provisions:
- L18.03.02** If the teacher informs the Human Resources Department that he/she intends to extend that unpaid leave for an additional year, in writing by March 1st of the first year of unpaid leave, then an additional unpaid leave for a second year shall be granted.
- L18.03.03** After March 1st, the teacher may apply for an additional unpaid leave for a second year to the Human Resources Department, and the extension shall be at the sole discretion of the Employer. If the extension is not granted, the teacher is expected to return to teaching duties according to the provisions of Article 18.02.04.
- L18.03.04** This provision does not apply to teachers on federation leave as outlined in Article 10.
- L18.03.05** On the return from the leave, the teacher shall return to the same location, if a position is available. If the position does not exist the teacher will be placed in a comparable position in the system.

L18.04 Second Semester Leaves of Absence for Teachers

- L18.04.01** Teachers may apply for a special leave of absence for the second semester of the school year and receive pension contributions, in the following manner.
- L18.04.02** The teacher must complete a Request for Leave form provided by the Board, to the Human Resources Department by March 1 of the year immediately before the year in which the leave would be taken.
- L18.04.03** The granting of the leave is at the sole discretion of the Employer. The Human Resources Department shall respond to the application of the teacher within 15 days, and shall provide a written copy of the letter of acceptance or denial of the leave to the teacher, the appropriate principal and the President of the Teachers' Bargaining Unit.
- L18.04.04** If a special leave of this type has been granted, the teacher who has been granted that leave shall have the right to withdraw his/her application for that leave provided that the job posting to fill the position for the second semester has not taken place.
- L18.04.05** Once the job posting for the vacancy created in the second semester by this leave has taken place, the teacher may withdraw from that leave only after having received written approval from the Human Resources Department.
- L18.04.06** On return from that leave, the teacher shall be placed back in his/her former school for the next school year. The teacher may resign from the board or may be transferred to another school, only in accordance with the provisions of article 14 of the Collective Agreement. The teacher shall receive sick days only for that portion of the school year in the first semester, as provided for in Article 17. For the first semester of teaching and the leave in the second semester, the teacher shall be granted one full year for purposes of seniority and the other provisions of the Collective Agreement, exclusive of salary and grid placement as outlined in articles 7 and 8.
- L18.04.07** The benefits paid on behalf of the teacher by the Board for the second semester shall be limited to the following provisions:
- L18.04.08** The teacher will be required to pay any required contributions for the employee benefit plan.
- L18.04.09** The Board shall remit to the teacher, an amount of money equal to that of the teacher's contribution to the Teachers' Pension Plan for the period of the second semester. The teacher shall then be responsible for making the necessary arrangements for the pension premium contributions required by the Teachers' Pension Plan.
- L18.04.10** The amounts of the Board contributions for the Teachers' Pension Plan, as outlined above, shall be reduced in the manner described herein for teachers who are approved for this special leave, and who have fewer than

ten (10) years teaching experience. The Board's contributions for the Teachers' Pension Plan contributions shall be multiplied by a factor of $Y/10$, where Y represents the number of years teaching experience for salary grid placement as defined in Articles 7 and 8 of the Collective Agreement.

Example: A teacher with a salary grid placement level at step 7 in September, 1999, applies for this special leave for the second semester of 1999-2000. The teacher receives 7/10 or 70% of that teacher's portion of the required Pension Plan contributions.

L18.04.11 A teacher who applies for and receives approval for taking this special leave, shall not be considered to be a half-time teacher for gratuity purposes, if the teacher is in his/her last five years before retirement, as outlined in Article 17.10.03. Such special leave shall not be unreasonably denied.

L18.04.12 On the return from the leave, the teacher shall return to the same location provided a position is available to him/her. If the position does not exist, the teacher will be placed in a comparable position in the system.

ARTICLE #L19	PREGNANCY AND PARENTAL LEAVE
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L19.01 This article shall be in accordance with the [Employment Standards Act](#) - Part XI. Nothing in this Article shall remove from the employee any entitlement under the Act or the Collective Agreement.

L19.02 **Pregnancy Leave**

L19.02.01 "Pregnancy Leave" means a leave of absence under subsection 35 (1) of the [Employment Standards Act](#) .

L19.02.02 A pregnant teacher who started employment with the Board at least 13 weeks before the expected birth date is entitled to Pregnancy Leave.

L19.02.03 The teacher may begin pregnancy leave no earlier than 17 weeks before the expected birth date.

L19.02.04 The teacher must give the Board:

- i) at least 2 weeks written notice of the date the leave is to begin;
- ii) a certificate from a legally qualified medical practitioner stating the expected birth date.

L19.02.05 Article 19.02.04 does not apply when a teacher stops working due to complications caused by pregnancy, or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth. In such a case the teacher shall, within 2 weeks of stopping work, give the Board:

- i) written notice of the date the pregnancy leave began or is to begin;

and

- ii) a certificate from a legally qualified medical practitioner that,
 - a) states, in the case of a teacher who stops working because of complications caused by her pregnancy, the teacher is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
 - b) states, in any other case, the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.

L19.02.06 The pregnancy leave ends:

- i) for a teacher who is entitled to take parental leave, seventeen (17) weeks after the leave began

Or

- ii) for a teacher who is not entitled to take parental leave, the later of the day that is seventeen (17) weeks after the leave began or the day that is six (6) weeks after the birth, still-birth or miscarriage.

Or

- iii) at an earlier day than provided for in (i) or (ii) if the teacher gives the Board at least four weeks (4) written notice of that day.

L19.03 Short-term Parental Leave

L19.03.01 "Short-term Parental Leave" means leave taken for the purposes of caring for or adopting a child. This leave shall be equivalent to "Parental Leave" as defined in Subsection 36(1) of the [Employment Standards Act](#), Part XI.

L19.03.02 A teacher who had been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to Short-term Parental Leave following:

- i) the birth of a child or
- ii) the coming of the child into the custody, care and control of a parent for the first time.

L19.03.03 Short-term Parental Leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care or control of a parent for the first time with the exception as noted in 19.03.06.

- L19.03.04** For a teacher who has taken pregnancy leave, Short-term Parental Leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the teacher for the first time.
- L19.03.05** The teacher must give the Board at least two weeks written notice of the date the Short-term Parental Leave is to begin, with the exception as noted in 19.03.06.
- L19.03.06** In the event that the child comes into the custody, care and control of the teacher for the first time sooner than expected, the Short-term Parental Leave begins on the day the teacher stops working. The teacher must give the Board written notice of the wish to take Short-term Parental Leave within two weeks of stopping work.
- L19.03.07** Short-term Parental Leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day.

L19.04 Change of Notice to Begin or End Pregnancy/Short-term Parental Leave

- L19.04.01** A teacher who has given notice to begin Pregnancy Leave or Short-term Parental Leave may change the commencement of the leave:
 - i) to an earlier date if the employee gives the Board at least two weeks written notice before the earlier date,

Or

 - ii) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.
- L19.04.02** A teacher who has given notice to end Leave may change the date of return to work:
 - i) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date;

Or

 - ii) to a later date if the teacher gives the Board at least four weeks written notice before the date the leave was to end.

L19.05 SEB Plan

During a period of Pregnancy Leave (L19.05.01), or Short-term Parental Leave involving the adoption of a child who has not attained school age (L19.05.03), payments made according to the Supplementary Employment Benefit Plan will consist of the following:

L19.05.01 PREGNANCY LEAVE BENEFITS

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the [Employment Insurance Act](#) , as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

- l) A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits as in article L19.05.05. For greater clarity, teachers will receive 6 weeks at 100% pay and an additional 11 weeks at 95% as indicated below.

L19.05.02 The Board will pay 95% of the teacher's regular salary for the first two weeks of either Pregnancy or Short-term parental leave but not both.

- a) During this leave, the teacher shall receive 95% of full pay minus Employment Insurance Pregnancy Leave benefits. In the case of Pregnancy Leave this top up amount will be for the next 15 weeks. An employee is entitled to top up for either Pregnancy or Short-term parental leave but not both. The combined weekly level of Employment Insurance benefits, SEB payments and other earnings shall not exceed 95% of the teacher's full salary.
- b) While on Pregnancy Leave, the Board shall continue to pay its portion of all employee benefits in which the teacher is participating at the commencement of the leave. The Board shall also arrange for the teacher's portion of these benefits unless the teacher elects, in writing, not to do so.

The teacher must apply for Employment Insurance benefits before 95% of salary becomes payable.

- c) No monies will be paid to a teacher who is not entitled to Employment Insurance benefits or who is excluded from said benefits. Monies owing will only be paid once the Board has been assured that the teacher has applied for Employment Insurance benefits and is entitled to said benefits. The only exceptions are:
 - i) serving the Employment Insurance waiting period;
 - ii) Employment Insurance benefits entitlement have been exhausted;
 - iii) insufficient insurable weeks to qualify for Employment Insurance.
- d) Teachers do not have a right to SEB payments except for supplementation of Employment Insurance benefits during the unemployment period as specified in the plan.
- e) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the SEB plan.

- f) An employee on Pregnancy Parental Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the employee been actively employed.
- g) An employee returning from Pregnancy Parental leave to active employment shall be reinstated to the position held prior to the leave, unless the Board offers an alternate position acceptable to the employee.
- h) Notwithstanding this provision, the employee is subject to Article 14.
- i) A teacher on Pregnancy Leave is under contract to the Board and may not accept employment as a teacher with another board, either during the leave or at its conclusion, unless the Board has accepted her resignation.

L19.05.03 Short Term Parental Leave Benefits

The Board will pay 95% of the teacher's regular salary for the first two weeks of either Pregnancy or Short-term parental leave but not both

L19.05.04 During this leave, the teacher shall receive 95% of full pay minus Employment Insurance Pregnancy or Parental benefits. For Short-term Parental Leave this top up amount shall be for the next 10 weeks. An employee is entitled to top up for either Pregnancy or Short-term parental leave but not both. The combined weekly level of Employment Insurance benefits, SEB payments and other earnings shall not exceed 95% of the teacher's full salary.

L19.05.05 While on Pregnancy/Short-term Parental Leave, the Board shall continue to pay its portion of all employee benefits in which the teacher is participating at the commencement of the leave. The Board shall also arrange for the teacher's portion of these benefits unless the teacher elects, in writing, not to do so.

L19.05.06 The teacher must apply for Employment Insurance benefits before Short Term Parental SEB benefits become payable.

L19.05.07 No Short Term Parental SEB benefit monies will be paid to a teacher who is not entitled to Employment Insurance benefits or who is excluded from said benefits. Monies owing will only be paid once the Board has been assured that the teacher has applied for Employment Insurance benefits and is entitled to said benefits. The only exceptions are:

- i) serving the Employment Insurance waiting period;
- ii) Employment Insurance benefits entitlement have been exhausted;

iii) insufficient insurable weeks to qualify for Employment Insurance.

L19.05.08 Teachers do not have a right to SEB payments except for supplementation of Employment Insurance benefits during the unemployment period as specified in the plan.

L19.05.09 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the SEB plan.

L19.06 An employee on Pregnancy/Short-term Parental Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the employee been actively employed.

L19.07.01 An employee returning from Pregnancy/Short-term Parental leave to active employment shall be reinstated to the position held prior to the leave, unless the Board offers an alternate position acceptable to the employee.

L19.07.02 Notwithstanding this provision, the employee is subject to Article 14.

L19.08 A teacher on Pregnancy/Short-term Parental Leave is considered to be under contract to the Board and may not accept employment as a teacher with another board, either during the leave or at its conclusion, unless the Board has accepted his/her resignation.

L19.09 Extended Parental Leave

L19.09.01 Parental Leave may be extended up to five years subject to the approval of the Director of Education.

L19.09.02 When the duration specified for an extended leave is two teaching years or less:

- a) No sick leave time shall accumulate but when the teacher returns to the Board from the leave, the teacher shall be credited with the same number of accumulated sick leave days that the teacher had before going on leave.
- b) Notwithstanding Article 14, upon returning from extended Parental Leave, the teacher shall be assigned to the teacher's previous position, or after discussion with the teacher a comparable position in the system.
- c) The teacher on extended parental leave shall accumulate seniority for the period of the leave.

L19.09.03 A teacher shall be allowed to prepay the full cost of any employee benefits participated in at the commencement of leave, provided that the prepayment will cover the whole anticipated period of leave.

- L20.01** A part-time teacher shall mean any teacher assigned less than a full teaching timetable.
- L20.02.01** All teachers may apply to teach part-time for any specified period of time. The granting of this application is at the sole discretion of the Board. In the event that the Board denies the application, the reason(s) will be provided, in writing, to the applicant.
- L20.02.02** A request to teach part-time must be submitted to the Manager of Human Resources or Designate. The written submission must state the nature of the request and the intended date of return to full-time teaching. Copies of the letter are to be sent to both the Bargaining Unit President and the appropriate Principal.
- L20.02.03** Written acknowledgement of the receipt of the request is to be sent to the applicant by the Manager of Human Resources or Designate. A copy of the acknowledgement letter is to be sent to both the Bargaining Unit President and the Principal.
- L20.02.04** No later than thirty (30) days after the application is submitted, the Principal shall interview the applicant in order to discuss the applicant's teaching preference and the scheduling of the teaching request.
- L20.02.05** The applicant shall receive written confirmation from the Manager of Human Resources or Designate as to whether or not the request has been accepted. A copy of this letter shall be sent to both the Bargaining Unit President and the appropriate Principal.
- L20.03.01** A daily part-time teaching load shall be scheduled over consecutive periods, if at all possible.
- L20.03.02** A part-time teacher may request in writing, a timetable other than described in Article 20.03.01. The Principal shall attempt to arrange a suitable teaching schedule for the teacher. If a mutually agreeable schedule cannot be arranged Article 20.03.01 shall be used.
- L20.04.01** The salary of a part-time teacher shall be prorated in the same proportion as the teacher's timetable is to that of a full-time timetable.
- L20.04.02** The parties agree to jointly develop a chart detailing part-time pro-ration.
- L20.04.03** Part-time teachers shall be entitled to the employee benefits.
- L20.05** For the purpose of Article 17.03.01, the number of sick leave days granted to a part-time teacher shall be pro-rated in the same proportion as the teacher's timetable is to that of a full-time teacher.
- L20.07.01** For a part-time teacher, salary, sick leave credits, and any other entitlements that are not specified in other provisions of this Collective Agreement shall be prorated in the ratio that the teacher's assignment bears to a full-time assignment as defined in Article 13.07.

ARTICLE #L21 SHARED LEAVE

L21.01 Shared leave is offered to teachers on a one-year basis to create vacancies.

L21.02 Eligibility and Prerequisites

L21.02.01 Any teacher who is teaching full-time may participate in the Shared Leave Plan.

L21.02.02 A teacher entering into Shared Leave must work not less than fifty (50) percent of the school year.

L21.02.03 The Shared Leave Plan may be on a daily, cycle, semester or term basis.

L21.03 Conditions

L21.03.01 Any teacher satisfying the requirements of Article 21.02 may be granted a Shared Leave by the Board.

a) The teacher must send an application (for Shared Leave) to the Manager of Human Resources before February 1.

b) Upon receipt of a letter from the Board certifying that the application has been accepted, the teacher shall have twenty (20) school days to make a final commitment to Shared Leave.

L21.03.02 A Shared Leave Agreement is for a one-year period. If a teacher wishes to continue in Shared Leave, then a new application must be made in accordance with the terms of this agreement before April 1.

L21.04 Working of the Plan

L21.04.01 The grid salary will be pro-rated in direct proportion to the percentage of time worked.

L21.04.02 The Board's contribution to the teacher's employee benefits will be pro-rated according to the percentage of time worked.

L21.04.03 A teacher involved in Shared Leave shall accumulate seniority as though the teacher were teaching full-time for a complete school year.

L21.04.04 The Board recognizes that a teacher employed by the Board who teaches less than full-time within the conditions of this Article shall, following the completion of the Shared Leave arrangement, be entitled to return to the teacher's previous full-time position and status.

L21.05 On return from leave, the teacher shall return to the same or comparable position held prior to the leave.

L21.06 A teacher who participates in a Shared Leave Plan must relinquish his/her position of responsibility during the Shared Leave period.

ARTICLE #L22 LOCAL GRIEVANCE PROCEDURE
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- L22.01** A grievance shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitral.
- L22.02** A grievor shall be defined as:
- i) the Bargaining Unit
 - ii) the Board
- L22.03** A Statement of Grievance shall be in writing and shall include the name of the teacher, if applicable, and shall state the facts giving rise to the grievance. It shall identify the provisions of this Agreement alleged to have been violated, shall state the grievor's contentions with respect to these provisions, and shall indicate the specific relief requested.
- L22.04** A representative of OSSTF shall be present to assist the teacher at any stage of this grievance and arbitration procedure.
- L22.05** If the Bargaining Unit wishes to initiate a complaint the procedure will start at Step 1. If the grievor is the Bargaining Unit, the procedure may begin at Step 1 or Step 2 (i). If the grievor is the Board, the procedure will begin at Step 3.
- L22.06** Step 1
- i) The Bargaining Unit representative and/or the teacher will discuss the complaint with the appropriate Principal/Supervisor.
 - ii) The Principal/Supervisor shall attempt to resolve the matter informally within five (5) school days of the initial discussion. The Principal/Supervisor shall answer the complaint in writing.
 - iii) If the reply of the Principal/Supervisor is not acceptable to the Bargaining Unit, the Bargaining Unit may, within ten (10) school days, refer the complaint to the Superintendent of Support Services or designate. The grievor will call the meeting.
- L22.07** Step 2
- i) The Superintendent of Support Services or designate shall attempt to resolve the grievance within ten (10) school days of referral. Failing settlement within the ten (10) school days mentioned the Superintendent of Support Services or designate shall immediately advise the grievor to submit the grievance to step 3/arbitration.
- L22.08** Step 3

- i) If the grievance is not deemed settled on the basis of the answer in Step 2, either party, shall within fifteen (15) school days of the receipt of the answer given in Step 2, notify either party in writing of its desire to submit the grievance to arbitration.
- ii) The parties shall attempt to name an arbitrator. If the parties cannot name an arbitrator within ten (10) school days, they shall apply to the Ontario Labour Relations Board to appoint an arbitrator.
- iii) The decision of the arbitrator shall be binding on all parties.

- L22.09** The cost of the arbitrator under Article 33.03.04 shall be shared equally by the Board and the Bargaining Unit.
- L22.10** Time limits established in this article may be extended by mutual agreement. Such agreement is specific to a particular grievance, and shall not be used as precedent in other grievances.
- L22.11** If either party fails to meet any of the stipulated time limits, the non-defaulting party, if the grievor, shall have the right to proceed to the next step, and if the non-defaulting party is not the grievor, the grievance shall be deemed to be dismissed.
- L22.12** When a dispute arises where the Board is the grievor, the dispute may be referred directly to the Grievance Officer of the Bargaining Unit. If there is no resolution to the dispute within ten (10) school days, the Board may initiate a grievance under Step 3 provided such reference is made within twenty (20) school days of the occurrence giving rise to the complaint. Failing settlement of the grievance within the twenty (20) school days, the Board may proceed to Step 3.
- L22.13** **Grievance Mediation**
- L22.14** At any stage in the grievance procedure, the parties by mutual consent, in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
- L22.15** The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.
- L22.16** Parties have the right to be protected from repetitious grievances, which concern similar matters. Such grievances may be collected and considered together as one grievance. Should mutual consent to this grouping not be forthcoming the grouping shall be the first issue submitted to arbitration.
- L22.17** No action of any kind shall be taken against any person because of participation in the grievance or arbitration procedures under this Agreement. The fact that a grievance is

raised on behalf of the teacher by the Bargaining Unit, regardless of the ultimate disposition, shall not be recorded in the teacher's file, or in any file or record utilized in the promotion process. Such fact shall not be used in any recommendation for transfer.

ARTICLE #L23 JUST CAUSE

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| L23.01 | A teacher under contract shall not be disciplined, dismissed, demoted, or suspended without just and sufficient cause. The parties recognize the lesser standard (basic procedural fairness) for probationary teachers. |
| L23.02 | If the Board requires a teacher to meet with his/her supervisor in order to formally investigate the professional conduct of a teacher or in order to receive a reprimand, suspension, dismissal or any other form of discipline, the supervisor will inform the teacher that he/she has the right to have an OSSTF representative present. If the teacher elects to have OSSTF representation, no discussion of the issues will take place until the OSSTF representative is present no later than 48 hours. |

ARTICLE #L24 PROBATIONARY PERIOD

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| L24.01 | A newly-hired teacher shall serve a probationary period of not more than one (1) year. |
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ARTICLE #L25 TERMINATION OF EMPLOYMENT

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| L25.01 | The Board or a teacher shall provide written notice by December 31 of the intention to terminate employment effective January 31 (end of Semester 1), and by May 15 of the intention to terminate employment effective June 30 or August 31. |
| L25.02 | Nothing herein prevents an employee and the appropriate Superintendent of Support Services or Designate from mutually agreeing to the teacher's resignation at any time. |

ARTICLE #L26 CONTINUING EDUCATION AND SUMMER SCHOOL TEACHERS

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| L26.01 | Unless otherwise stated in this Agreement, the conditions of work for all continuing education, summer school and night school teachers shall be as defined in this article. |
| L26.02 | The salary per hour for continuing education, summer school and night school teachers shall be

\$ 43.23 effective September 1, 2019
\$ 43.66 effective September 1, 2020
\$ 44.10 effective September 1, 2021 |
| L26.03 | All continuing education, summer school and night school teachers shall be provided with a letter stating their working conditions, length of employment and compensation before commencement of work. |
| L26.04 | Continuing education teachers shall be considered for permanent OSSTF Teacher postings. |

ARTICLE #L27 TRAVEL EXPENSES

- L27.01** A member who is required to travel between schools, or on other Board business, shall be paid for such travel by the Board at the rate established by the Board.

ARTICLE #L28 PROFESSIONAL DEVELOPMENT

- L28.01** It is the Board's belief that Teacher Professional Development should be linked to MET Initiatives, Board initiatives and projects, and school program initiatives.
- L28.02** It is the Board's intention to set aside a sum of money from the Professional Development envelope to address system school and individual needs.
- L28.03** The Secondary School System Professional Development Committee, whose members are designated by the Superintendent of Support Services or Designate and the Bargaining Unit President will allocate funds as noted in Article 28.02.

ARTICLE #L29 STAFFING

- L29.01** For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

L29.02 Projected Staff Requirement

This formula shall be used to generate the staff complement for all students excluding adults, self-contained and Section students. Where the term student enrollment is used in this Article it shall refer to these student populations only.

i) Definitions

Projected Student Enrollment (PSE) – projected student enrollment for October 31 X 0.5 + projected student enrollment for March 31 X 0.5. The March 31 projection will be calculated using the following drop rate formula:

$$\frac{(\text{October 31 enrollment current year} - \text{February 28 enrollment current year})}{\text{October 31 enrollment current year}}$$

Average Number of Credits per Student (Average Credits) – shall be based on the actual average number of credits earned by students in the current school year.

Average Class Size (ACS) – as defined by the Ministry of Education and as required by The [Education Act](#) and the Regulations thereunder.

ii) Formula

The base number of regular classroom teachers shall be generated and allocated as follows:

$$\begin{aligned} (\text{PSE}) \times (\text{Average Credits}) &= \text{Total Number of Student Credits} \\ \text{Total Number of Student Credits} / (\text{ACS}) &= \text{Base Number of Classes} \\ \text{Base Number of Classes} / 6.0 &= \text{Base Number of Teachers} \end{aligned}$$

- L29.03** The number of FTE classroom teachers assigned to non-credit self-contained Special Education classes shall be no greater than the number required by Regulation 298 Section 31. These teachers shall be generated using a workload divisor of 6.00 classes/ FTE teacher. The number of Section teachers shall be the number approved by the Ministry of Education.
- L29.04** The number of FTE classroom teachers assigned to non-credit Special Education Resource Withdrawal classes shall be determined by the Board in consultation with the bargaining unit. These teachers shall be generated using a workload divisor of 6.00 classes/ FTE teacher.
- L29.05** The number of FTE classroom teachers assigned to Cooperative Education, Guidance, and Alternative Education classes shall be determined by the Board in consultation with the Bargaining Unit. These teachers shall be generated using a workload divisor of 6.00 classes/ FTE teacher.
- L29.06** The Board shall endeavor to ensure that the number of FTE staff allocated in Articles 30.01 through 30.04 be used in the areas for which they have been generated.
- L29.06.01** Notwithstanding Articles 29.01 through 29.05, the Board may determine the total staffing complement that is needed to fulfill the yearly program requirements for each school and for the system. This will be done in consultation with the bargaining unit.
- L29.06.02** A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.
- L29.07 In-School Staffing Committee**
- L29.07.01** An In-School Staffing Committee shall be established and maintained from year to year in each secondary school, commencing January 1, 2001.
- L29.07.02** An In-School Staffing Committee shall be comprised of the following school personnel:
- i) The Bargaining Unit Branch President or designate
 - ii) A second representative from the Branch Executive
 - iii) The Principal
 - v) Vice-Principal
- L29.07.03** The In-School Staffing Committee will review and monitor the staffing of the school upon being allocated staff by the Staff Allocation Committee and will provide feedback to the Staff Allocation Committee in order to ensure that the staffing is allocated in a manner consistent with any directives from the Staff Allocation Committee.

- L29.07.04** The In-School Staffing Committee will monitor the application of the workload provisions of the Collective Agreement and will provide feedback to the Staff Allocation Committee where necessary.
- L29.07.05** The In-School Staffing Committee will provide input to the Principal with respect to 30.07.03 and 30.07.04.
- L29.07.06** The In-School Staffing Committee will review the method of staffing the school during the school year, including surplus and redundancy declarations, transfers and hiring to vacancies.
- L29.07.07** The In-School Staffing Committee shall meet at least five (5) times per school year and shall report in writing on its activities to the full school staff at the staff meeting next following any meeting of the In-School Staffing Committee.

ARTICLE #L30 ELECTRONIC EDUCATION PROGRAMS
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- L30.01** E-Learning courses offered by the Near North District School Board will be offered through the provincial LMS (Learning Management System) and coordinated through the DELC (district E-learning Coordinator).
- L30.02** The provision of e-learning and scheduling is at the discretion of the board.
- L30.03** Secondary school students under 21 years of age taking credit courses through an E-learning course offered by day school program shall be recorded on the day school register of the student's home school.
- L30.04** The provision of e-learning may be part of the day school and/or continuing education programs.
- L30.05** Classes consisting of both 21 years of age or over and under 21 years of age students, who are taking e-learning courses shall be assigned to a class taught by a member of the Teacher's Bargaining Unit.
- L30.06** E-Learning credit courses offered through the LMS will be conducted according to the requirements of the [Education Act](#) and Regulations.
- L30.07** Classroom teachers delivering E-Learning courses through the LMS shall be solely responsible for the teaching, monitoring, assessment and evaluation of students taking the course.
- L30.08** A teacher teaching E-learning courses is assigned by mutual consent and shall correspond with students solely through the LMS and using Board email.
- L30.09** The DELC will assign and manage all board accounts (student and teacher) in the secure environment of LMS.
- L30.10** The DELC will be responsible for managing student user accounts; activate, disable, suspend, remove and changing passwords.

- L30.11** A Teacher teaching an E-learning course(s) shall have access to an appropriate work area with the appropriate resources. A member assigned to teach e-learning courses shall be subject to the workload provisions set out in article 13 of this collective agreement.
- L30.12** For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.
- L30.13** No E-Learning credit course shall exceed 35 students.
- L30.14** The employer shall provide the appropriate support personnel to maintain and repair computer hardware/software and computer networks required in order to deliver e-learning courses.
- L30.15** The District E-learning Coordinator (DELC) will work with all of the secondary schools to coordinate the scheduling and enrolment of all the students in e-learning courses.

LETTER OF AGREEMENT

Between
The Near North District School Board (hereinafter called the "Board") and
OSSTF, District 4, Teachers' Bargaining Unit
(hereinafter called the "Union")

RE: Multiple Subject Instruction Period (MSIP) The Board and the Union agree to the following;

THAT full-time classroom teachers in the MSIP schools will be assigned equivalent workload to the workload as outlined in Article 13 of the collective agreement,

THAT a committee shall be formed consisting of the Director of Education or designate plus two other representatives of the Board as chosen by the Board, plus the Union President or designate plus two other representatives of the Union as chosen by the Union,

THAT the mandate of the committee shall be:

to decide, by June 25, 2005, the initial working conditions for teachers in the MSIP schools, to monitor and adjust as necessary, the working conditions established by this committee as related to the two MSIP schools,

THAT the committee shall stay in force until a final letter of understanding is established and signed by both parties.

THAT the issues to be addressed by the committee shall include, but not be limited to, the following:
MSIP class size

- Maximum consecutive assigned time
- Expectations re" MSIP – re: preparation, evaluation and assessment
- Part-time equivalent
- Who is assigned an MSIP
- Impact on other schools

THAT the committee may chose to invite any other people to meetings in a resource capacity,

THAT this Letter of Agreement is grievable and arbitrable.

Dated at Parry Sound, Ontario, this 31st day of May 2005,

FOR THE BOARD

FOR THE UNION

MEMORANDUM OF AGREEMENT Between:
Near North District School Board
(the “Employer”)
- and -
OSSTF District 4, Teachers’ bargaining Unit
(the “Union”)

With regards to the Letter of Settlement dealing with MSIP dated May 31, 2005, the parties agree that for the 2008-2009 school year, the following shall apply to teachers in schools using an MSIP program:

1. No teacher shall be allocated assigned time over a continuous interval exceeding 180 minutes excluding travel time between periods and/or breaks.
2. MSIP classes will have the students evenly distributed in each period and will be assigned a maximum of 20 if located in a tech shop and 25 otherwise.
3. Guidance and Co-operative Education teachers will be assigned 6 periods plus up to a total of 169 MSIP and Alternative Professional Assignment periods comprised of student mentoring.
4. For other teachers, in addition to the 6 assigned classes, over the course of the school year teachers may be assigned up to 135 MSIP classes, 25 half-period on-calls and 49 half-period supervisions as outlined in Appendix A. If necessary, a teacher may have up to 10 half-periods of supervisions (pro-rated for part-time teachers) assigned as MSIP duty.
5. For part-time teachers teaching in an MSIP school, the FTE calculation shall be based upon the total number of periods assigned during the school year divided by 706, and duties shall be assigned as per the chart in Appendix A.
6. Except in extenuating circumstances, teachers in an MSIP school will have at least 60 minutes of preparation time each day.
7. Teachers in an MSIP class will be expected to report daily attendance.
8. Teachers in an MSIP class will not be expected to do any formal assessments, evaluations, preparation, phone calls to parents or report learning skills on the report card.
9. Other working conditions not addressed in this article shall be as outlined in Article 13 of the current Collective Agreement.
10. Non-MSIP schools shall not be negatively affected when teachers and resources are distributed by the board.

Both parties agree that this Memorandum of Agreement is grievable and arbitrable and that prior to any item of dispute being grieved by either party, the item shall be referred to the MSIP Implementation Committee outlined in the Letter of Agreement titled Multiple Subject Instruction Period (MSIP) which shall convene within 5 school days of notice being given by either party.

Dated at North Bay, Ontario the 25th day of June, 2005.

For the NEAR NORTH DISTRICT SCHOOL BOARD

For OSSTF, D4 TBU

MEMORANDUM OF AGREEMENT

Between:

Near North District School Board (the "Employer")

- and -

OSSTF District 4, Teachers' Bargaining Unit (the "Union")

With regards to the Letter of Settlement dealing with MSIP (attached) from the Memorandum of Settlement (APPENDIX A) dated June 1, 2005, the parties agree that for the 2008-2009 school year, the following shall apply to teachers in schools using a 5-period program:

1. No teacher shall be allocated assigned time over a continuous interval exceeding 180 minutes excluding travel time between periods and/or breaks.
2. The class size and actual students assigned to a Focus will not change from class/period that the Focus period is paired with.
3. Guidance and Co-operative Education teachers will be assigned 6 periods plus up to a total of 169 Focus and Alternative Professional Assignment periods comprised of student mentoring.
4. For other teachers, in addition to the 6 assigned classes, over the course of the school year teachers may be assigned up to 135 Focus classes, 19 half-period on-calls and 49 half period supervisions as outlined in Appendix A.
5. For part-time teachers teaching in an 5-period day school, the FTE calculation shall be based upon the total number of periods assigned during the school year divided by 706, and duties shall be assigned as per the chart in Appendix A.
6. Teachers in a Focus class will be expected to report daily attendance.
7. Teachers in a Focus class will not be expected to do any additional formal assessments, evaluations, preparation, phone calls to parents or report learning skills on the report card for the Focus period.
8. Other working conditions not addressed in this article shall be as outlined in Article 13 of the current Collective Agreement.
9. Non-5-period day schools shall not be negatively affected when teachers and resources are distributed by the board.
10. Teachers in 5-period day schools shall be assigned on-calls as follows:
 - as a half period on a day a teacher has an assigned class attached to the focus period. A full period on-call may be assigned on the day a teacher has a preparation period attached to the Focus period.
 - to a maximum of 1 full-period on-call per week.

In addition, if a teacher and the in-school administration agree, the on-call assignment could be assigned in half-periods to a maximum of 2 per week.

Both parties agree that this Memorandum of Agreement is grievable and arbitrable and that prior to any item of dispute being grieved by either party, the item shall be referred to the MSIP Implementation Committee outlined in the Letter of Agreement titled Multiple Subject Instruction Period (MSIP) which shall convene within 5 school days of notice being given by either party.

Dated at Parry Sound, Ontario the 4th day of September, 2007

Near North District School Board

OSSTF, District 4 TBU

FTE CALCULATION FOR 2011-2017

Non-5 Period Day Schools (75 minute periods):

FTE	Instruction Periods	APA In Half-Periods (up to 20 may be used as on-calls)	Total Full Periods
$6/6 = 1.0000$	6	47	558
$5/6 = 0.8333$	5	39 (17)	465
$2/3 = 0.6667$	4	31 (13)	372
0.625	4	0 (0)	360
$1/2 = 0.5000$	3	24 (10)	279
$1/3 = 0.3333$	2	16 (7)	186
$1/6 = 0.1667$	1	8 (3)	93

FTE calculations for less than 1.0 are based on the total number of assigned periods per year divided by 563.5. The number in brackets represents the pro-rated number of on-calls a teacher may be required to complete.

5 Period Day Schools (60 minute periods):

FTE	Instruction		APA In Half-Periods (up to 25 may be used as on-calls)	Total
	Classes (Periods)	MSIP/ FOCUS		
$6/6 = 1.0000$	6	135	59	699.5
$5/6 = 0.8333$	5	113	49 (21)	583.5
$2/3 = 0.6667$	4	90	40 (16)	464
0.625	4	90	0	360
$1/2 = 0.5000$	3	68	30 (12)	350
$1/3 = 0.3333$	2	45	21 (9)	234
$1/6 = 0.1667$	1	23	10 (4)	117

FTE calculations for less than 1.0 are based on the total number of assigned periods per year divided by 704.5. The number in brackets represents the pro-rated number of on-calls a teacher may be required to complete.

PART C LOCAL TERMS OCCASIONAL TEACHERS

ARTICLE #OT1	PURPOSE
OT1.01	The purpose of this Agreement is to establish the terms and conditions of employment of all members of the Bargaining Unit employed by the Board, including salaries, employee benefits, working conditions and other matters, and to establish an expeditious procedure for the resolution of grievances which may arise.
OT1.02	Except for errors, inadvertence or omission, this Collective Agreement shall form the basis for computing all salaries and other conditions.
OT2.01	The Board retains those management rights not limited by this Collective Agreement.
ARTICLE #OT3	DELEGATION OF RESPONSIBILITY
OT3.01	The Board agrees that it will deal solely with the duly authorized agents of the Bargaining Unit in all matters pertaining to the administration and interpretation of this Agreement. In order that this may be carried out, the Bargaining Unit will supply the Board with the names of its officials and committee members.
OT3.02	All correspondence and communications between the parties arising out of this Collective Agreement shall pass to and from the Manager of Human Resources or Designate and to and from the President of the Bargaining Unit.
OT3.03	The parties understand and agree that where reference is made in this Collective Agreement to persons holding positions of responsibility, such reference shall in every case be deemed to include "or his/her designate".
OT3.04	Where the Board requires the attendance of an Occasional Teacher at a meeting convened during school hours and such occasional teacher has been scheduled for a teaching assignment, the Board shall compensate the teacher at the appropriate daily rate.
ARTICLE #OT4	RECOGNITION OF NEGOTIATION PARTIES
OT4.01	The Board recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the bargaining agent authorized to negotiate and to participate in the administration of this Agreement on behalf of its members employed to teach by the Board.
OT4.02	The OSSTF authorizes and the Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the OSSTF.
OT4.03	The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
OT4.04	The Bargaining Unit recognizes the right of the Board to be represented by any duly appointed advisor, counsel, solicitor, or representatives to assist, advise, or represent the Board in all matters pertaining to the negotiations and administration of this Collective Agreement.
OT4.05	The Bargaining Unit recognizes the obligation of the Board to operate its schools in a manner consistent with the Education Act and the Regulations made thereunder.

- OT4.06** The Board agrees that the District 4 Branch Affiliates may hold meetings at the work site outside of the school day provided that the appropriate facilities are available or as part of regularly scheduled staff meetings at schools where that has been past practice. Branch Affiliate meetings during the lunch break must be approved by the Principal or designate. Such approval will not be unreasonably denied.
- OT4.07** The Board recognizes its obligations to fulfill all of the statutory requirements contained within the Human Rights Code. Additionally, the Board agrees that there shall be no discrimination or harassment specifically based on any reasonable OSSTF business.
- OT4.08** A person who is employed as a permanent teacher in respect of part-time employment with the Board and who is accepted by the Board for additional employment as an Occasional Teacher shall be covered by whichever Collective Agreement is applicable to that teacher at any point in time.
- OT4.09** Both parties agree to notify each other, in writing, no later than the first day of each school year of the person(s) who are designates whenever the term “designate” is used in this Agreement. Any changes during the school year shall require either party to give written notice to the other within five (5) working days of the change(s).

ARTICLE #OT5 DURATION AND RENEWAL

- OT5.01** This Agreement shall be in effect from September 1, 2014 and shall continue in force up to and including August 31, 2017 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this agreement, in accordance with the Ontario [Labour Relations Act](#).
- OT5.01.01** Notwithstanding the period of notice stipulated in Section 59 of the [Labour Relations Act](#), either party may notify the other within the period of 150 days prior to the termination date of the collective agreement that it desires to negotiate the renewal, with or without modifications of this collective agreement.
- OT5.02** If either party gives notice of its desire to negotiate amendments in accordance with Article 5.01, the parties shall meet within (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario [Labour Relations Act](#).
- OT5.03** No change can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- OT5.04** There shall be no strike or lock-out during the term of this Agreement. The terms “strike” and “lock-out” shall be as defined in the [Labour Relations Act](#).
- OT5.05** Except for errors, inadvertence or omission, the Agreement shall form the basis for computing all salaries and other conditions defined herein. Amendments or deletions to the terms contained herein shall be made by mutual consent of the duly authorized bargaining agents of both parties.

ARTICLE #OT6 DEFINITIONS

- OT6.01** "Occasional Teacher" shall bear the meaning given in the [Education Act](#) 1 (1.1).
- OT6.02** "Long-Term Occasional Teacher" or LTO teacher means a teacher who is required to teach in the same teaching assignment for a period of ten (10) or more consecutive days. It is understood that any Professional Activity day, inclement weather day, extra-curricular activity or any leave permitted by this collective

agreement falling in the ten (10) day consecutive period will not be considered as a break in consecutive service.

- OT6.03** "Short-Term Occasional Teacher" means a teacher who is required to teach for a period of fewer than ten (10) consecutive and uninterrupted days.
- OT6.04** "Qualified" means holding a valid Ontario Teaching Certificate recognized by the Ontario College of Teachers.
- OT6.05** "Day" means an instructional day unless otherwise specified.
- OT6.06** "Occasional Teacher Roster" means a list of all teachers who have been accepted by the Board to teach as occasional teachers. An up-to-date occasional teacher roster will be made available to the Bargaining Unit President.

ARTICLE #OT7	RIGHTS
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| OT7.01 | As part of the hiring process and where practical, the Board shall grant interviews to an occasional teacher who has applied to fill any vacant teaching position for which they are eligible. |
| OT7.02 | Any supervisory personnel preparing a disciplinary document or adverse job-related correspondence about a teacher will ensure that the teacher receives a copy of the document/ correspondence within five (5) working days. |
| OT7.03 | All Long-Term Occasional Teachers employed by the Board shall be provided with a copy of this Agreement by the Board at their time of hire. Upon request, a copy of this Agreement will be provided to a short-term occasional teacher. |
| OT7.04 | Within fifteen (15) school days of the date of hire as a Long-Term Occasional Teacher, the Board shall provide the occasional teacher with a written list of all outstanding documentation required by the Board and the date the documentation is due. |

ARTICLE #OT8	UNION SECURITY AND CHECK-OFF
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| OT8.01 | All qualified occasional teachers hired by the Board shall as a condition of employment maintain their Union membership or join the Union within thirty (30) calendar days after the signing of this Agreement and remain Union members in good standing. |
| OT8.02 | The Board shall deduct for every pay period for which an Occasional Teacher receives a pay cheque, any fees levied, in accordance with the Union's constitution and/or by-laws and owing to the Union. |
| OT8.03 | Deductions made in accordance with Article 8.02 shall be remitted to the Treasurer of OSSTF, 60 Mobile Drive, Toronto, Ontario, M4A 2P3 within thirty (30) calendar days of the dues being deducted. Such remittance shall be accompanied by a list identifying the teachers and any information as currently provided. |
| OT8.04 | The Union shall indemnify and save the Board harmless from any claims, suits, judgments, attachments and from any form of liability as a result of deductions authorized by the Union. |
| OT8.05 | Dues deducted will be shown on the Employee T4 slips. |
| OT8.06 | There shall be no discrimination, interference, restraint, or coercion exercised upon occasional teachers because of participation in any lawful Union activity. |

ARTICLE #OT9 JOB POSTINGS

- OT9.01** Postings for all Long-Term Occasional teaching positions shall be posted on the Board's website and, at the same time, shall be sent to all Secondary School Principals for posting in the school and to the Bargaining Unit President.
- OT9.02** All long-term occasional postings shall be posted for 3 full schools days and shall include the title of the position, the requisite experience if any, the qualifications required and the starting and ending date.
- OT9.03** Within ten (10) school days of being hired as a Long-Term Occasional Teacher the Board shall provide a package of materials to be determined by the Board in consultation with OSSTF.

ARTICLE #OT10 OCCASIONAL TEACHER LIST

- OT10.01** At the time an Occasional Teacher is accepted for inclusion on the occasional teacher list, the occasional teacher will select, from among the geographic areas designated by the Board, geographic areas and schools within the geographic areas for which the occasional teacher wishes to be designated on the sub-list for each area.
- OT10.02** The Occasional Teacher may specify the number of days per week and/or the specific days of the week that he/she is available to work.
- OT10.03** It is the responsibility of each occasional teacher to notify the Board in writing of any change of address or phone number needed to contact the occasional teacher regarding teaching assignments.
- OT10.04** An Occasional Teacher who, because of illness, pregnancy, adoption of a child, or any other reasons acceptable to the Board, becomes unavailable for an assignment, shall be retained on the Board's occasional teacher list in an inactive status during the period of such unavailability for the remainder of the school year provided that the Occasional Teacher remains in good standing with The Ontario College of Teachers and makes herself/himself available for assignment during the school year following the commencement of the period of unavailability in order to be retained on the Occasional Teacher List. An Occasional Teacher who becomes unavailable for such reasons shall inform the Board of the date of commencement of a return from the period of unavailability.
- OT10.05 Procedures for Adding to the List**
- OT10.05.01** By May 1st of each year, each occasional teacher shall be issued a request for confirmation to be maintained on the List for the following school year. Teachers who wish to have their names maintained on the List shall so confirm in writing by May 31st. Teachers who so confirm are deemed to be available and willing to work and their names shall be maintained on the List.

ARTICLE #OT11 CALLING PROCEDURE

- OT11.01** All short-term occasional positions shall be filled by the Principal or designate by the following procedures:
- OT11.01.01** Calling those occasional teachers already working in the school on a part-time basis.
- OT11.01.02** Calling those occasional teachers on the occasional teacher List who are qualified in the required area(s) and expressed an interest in working in the school.
- OT11.01.03** Calling other occasional teachers on the occasional teacher List.
- OT11.02** Call-out Errors

- OT11.02.01** If an Occasional Teacher has been called for a half-day assignment and is told less than 12 hours prior to commencing work that the assignment is no longer available or required, the Occasional Teacher shall be guaranteed appropriate employment for that half day and shall be paid a half day's pay.
- OT11.02.02** If an Occasional Teacher has been called for a full-day assignment and is told less than 12 hours prior to commencing work that the assignment is no longer available or required, the Occasional Teacher shall be guaranteed appropriate employment for that full day and shall be paid a full day's pay.
- OT11.02.03** Notwithstanding articles 11.02.01 and 11.02.02, on inclement weather days, the Board shall give a minimum of two (2) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without two (2) hours' notice, the Board shall pay the Occasional Teacher for that day's assignment.

OT11.03 Late Calls

- OT11.03.01** An Occasional Teacher shall not be considered late for a teaching assignment as a result of a late request to report to such assignment provided that the Occasional Teacher arrives on or before the time mutually agreed upon by the Board representative and the occasional teacher.
- OT11.03.02** Except where otherwise indicated by the Board representative, an Occasional Teacher shall report for duty at least fifteen (15) minutes prior to the commencement of classes.

ARTICLE #OT12 CATEGORY SYSTEM AND CERTIFICATION FOR LONG-TERM OCCASIONAL TEACHERS

- OT12.01** Each teacher's category classification on the salary grid shall be determined by the application of the most recent OSSTF or Qualifications Evaluation Council of Ontario (QECO) Certification Chart.
- OT12.02** New teachers employed by the Board shall submit an OSSTF or QECO Certification Rating Statement to the Manager of Human Resources. Until the statement is received, teachers shall be placed on the salary grid at Category 1. Retroactive pay shall be to the first day of employment and in no case will it be prior to the beginning of the current school year.
- OT12.03** Changes in Category for all other teachers shall be made only after receipt of a Certification Rating Statement issued by the OSSTF Certification Department or the Qualifications Evaluation Council of Ontario. It is the responsibility of the teacher to present the Certification Rating Statement to the Manager of Human Resources in accordance with the timelines outlined in this article. Retroactive pay shall be limited to the current school year.
- OT12.04** Changes in category shall be made effective as follows:
 - OT12.04.01** Where courses have been completed prior to the first day of the current school year, a salary change due to a change in category will be made effective as of the first day of the current school year, subject to Article 12.03, provided that the Manager of Human Resources has received the Category Rating Statement by June 30 of the same school year.
 - OT12.04.02** Where courses are completed during the school year, a salary change due to a change in category will be made effective as of the date the required course(s) were completed, subject to Article 12.03, provided that the Manager of Human Resources has received the Category Rating Statement by June 30 of the same school year.

OT12.04.03 The course completion date shall be as provided by the institution offering the course.

OT12.05 If delays in the receipt of the Certification Rating Statement occur which are beyond the control of the teacher and if the teacher provides an OSSTF Certification Department or Qualifications Evaluation Council of Ontario acknowledgement to the Manager of Human Resources prior to June 30, then retro-activity as stated in Article 12.04 will be applied subject to Article 12.03 and 12.06.

OT12.06 Changes in salary, including any appropriate retroactive payment, will be made within three months by the Manager of Finance upon receipt of the Certification Rating Statement to verify the change in category.

ARTICLE #OT13 CATEGORY SYSTEM AND EXPERIENCE

OT13.01.01 Teaching experience, for the purpose of placement on the salary grid, shall be all full-time, part-time or long-term occasional teaching experience gained in elementary and/or secondary schools.

OT13.01.02 All teaching experience shall be validated with documentation provided by the teacher to the Manager of Human Resources within 30 school days of the first day worked. Such information shall form part of the materials in Article 7.04.

OT13.01.03 The teacher shall be paid at Step 0 of the appropriate category as determined by Article 12 until such time as they provide the required documentation. Upon receipt of the required documentation the Board shall make the necessary adjustment to the date of employment. The maximum period of retroactivity shall be one school year.

OT13.02 Teaching experience for less than a full-time assignment and/or less than a full school year, including long-term occasional teaching experience, shall be recognized as follows:

OT13.02.01 0.5 assignment or more, or half school year or more: one full year credit.

OT13.02.02 less than 0.5 assignments shall accumulate until reaching 0.5, then a full year credit shall be granted.

OT13.02.03 the teaching experience provision for less than a full year, as stated in this article, shall only be applied to a teacher's salary beginning as of September 1, 1998, and shall not be paid for previous years when another method may have been used. Credit for teaching experience previously granted by a predecessor board will continue to be recognized as calculated by that board.

ARTICLE #OT14 RELATED EXPERIENCE

OT14.01 Upon presentation of supporting documentation and effective on the date the experience is approved by the Superintendent of Support Services or Designate, each year of related experience will be recognized for one year of grid placement on the basis of the following:

- a) technical teachers- years of work experience in the trade being taught,
- b) business teachers- years of work experience in the subject area being taught,
- c) other experience- years of teaching at a university or community college.

OT14.01.01 The years of related experience to be counted shall be those in excess of requirements for entrance to Ontario Faculties of Education.

OT14.01.02 Documentary evidence must be submitted with all applications for related experience allowances. Occasional teachers must apply for related experience within sixty (60) days of receiving an applicable Long-Term Occasional assignment by submitting an application to the Superintendent of Support Services or Designate.

ARTICLE #OT15 SALARY SCHEDULE

OT15.01 An Occasional Teacher shall be paid the following daily rate which includes vacation allowance of four percent:

Effective September 1, 2019	\$254.17
Effective September 1, 2020	\$256.71
Effective September 1, 2021	\$259.28

OT15.01.01 A Long-Term Occasional Teacher shall be paid at a per diem rate 1/194th of his/her grid placement, which includes vacation allowance of four percent as follows:

Effective September 1, 2019

Step	CAT 1	CAT 2	CAT 3	CAT 4
0	49,309	51,324	56,627	59,215
1	51,795	54,035	59,822	62,672
2	54,282	56,749	63,018	66,130
3	56,768	59,460	66,211	69,586
4	59,257	62,172	69,406	73,040
5	61,742	64,883	72,599	76,497
6	64,229	67,593	75,793	79,956
7	66,718	70,306	78,990	83,411
8	69,201	73,018	82,185	86,865
9	71,689	75,729	85,379	90,325
10	74,175	78,441	88,572	93,780
11	79,608	84,273	95,295	100,975

Effective September 1, 2020

Step	CAT 1	CAT 2	CAT 3	CAT 4
0	49,802	51,837	57,193	59,807
1	52,313	54,575	60,420	63,299
2	54,825	57,316	63,648	66,791
3	57,336	60,055	66,873	70,282
4	59,850	62,794	70,100	73,770
5	62,359	65,532	73,325	77,262
6	64,871	68,269	76,551	80,756
7	67,385	71,009	79,780	84,245
8	69,893	73,748	83,007	87,734
9	72,406	76,486	86,233	91,228

10	74,917	79,225	89,458	94,718
11	80,404	85,116	96,248	101,985

Effective September 1, 2021

Step	CAT 1	CAT 2	CAT 3	CAT 4
0	50,300	52,355	57,765	60,405
1	52,836	55,121	61,024	63,932
2	55,373	57,889	64,284	67,459
3	57,909	60,656	67,542	70,985
4	60,449	63,422	70,801	74,508
5	62,983	66,187	74,058	78,035
6	65,520	68,952	77,317	81,564
7	68,059	71,719	80,578	85,087
8	70,592	74,485	83,837	88,611
9	73,130	77,251	87,095	92,140
10	75,666	80,017	90,353	95,665
11	81,208	85,967	97,210	103,005

- OT15.02** Should an Occasional Teacher replace a teacher for a period of ten (10) or more consecutive days that teacher shall be paid retroactively at the rate of a Long-Term Occasional teacher.
- OT15.03** A Long-Term Occasional Teacher who is scheduled to work when there is a Professional Activity Day will be paid for the day and will be required to participate in the scheduled professional activity.
- OT15.04** A Short-Term Occasional teacher may attend a Professional Activity Day or any other in-service program on a voluntary basis without pay and with the approval of the Superintendent of Support Services or Designate. Any fees charged for an in-service program will be paid by the occasional teacher.
- OT15.05** Occasional teachers shall accrue teaching experience towards an additional increment. The teacher shall be placed on the next grid step when the experience is 0.5 or more. Experience is recognized at September 1st or the beginning of the first long-term assignment of each school year.
- OT15.06** The rate of pay is pro-rated based on work over 300 minutes/day.
- OT15.07** The occasional teacher who accepts a full-day teaching assignment with the Board is provided with an uninterrupted period for lunch, free from duty, of at least forty (40) consecutive minutes per day.
- OT15.08** In the event that a Long-Term Occasional Teacher is employed on a part-time basis, then the rate of pay for that teacher shall be based on the workload per semester and be pro-rated as per Article 20 of the Collective Agreement between the OSSTF District 4 Teachers' Bargaining Unit and the Near North District School Board and then calculated on a per diem basis as described in Article 15.01.01.

ARTICLE #OT16 METHOD OF PAY

- OT16.01** Occasional teachers shall be paid bi-weekly on every second Friday, with a two-week salary holdback.

- OT16.01.01** The payment shall be deposited electronically at the financial institution of the employee's choice and payment information shall be maintained in the employee portal which can be printed by the employee.
- OT16.01.02** Benefit plan contributions and deduction are provided on the pay statement with each pay which is available electronically on the employee portal.
- OT16.02.01** Errors in pay creating an overpayment shall be recoverable back to the beginning of the school year in which the error was discovered. The overpayment shall be recovered by equal payments deducted from each pay. The duration of the deduction in pay shall be for the same length of time that has elapsed from the beginning of the school year to the pay period at which the overpayment was discovered. Notwithstanding the foregoing, the Teacher may mutually agree with the Board to repay the overpayment in a shorter period. In no case shall a teacher have monies deducted by the Board in conjunction with this article without first advising the teacher.
- OT16.02.02** Errors in pay creating an underpayment or non-payment (where no remuneration has been received for required work which has been performed) shall be recoverable back to the beginning of the school year in which the error was discovered and shall be recovered on the next pay.

ARTICLE #OT17 BENEFITS

- OT17.01** A Long-Term Occasional Teacher, teaching one semester or more, may participate in the employee Benefit Plan, exclusive of the Long-term Disability Plan, to the extent allowable under the terms of the plan.

ARTICLE #OT18 PREGNANCY LEAVE BENEFITS

- OT18.01** A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period exceed eight (8) immediately following the birth of her child but with no deduction from sick leave or the Short Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

ARTICLE #OT19 DAILY ASSIGNMENTS

- OT19.01** The continuous employment of a Long-Term Occasional teacher shall be deemed to be unbroken in the event of emergency school closure.
- OT19.02** In the event of early dismissal of students resulting from emergency conditions, an Occasional Teacher shall receive full salary (pro-rated for occasional teachers assigned for part of a day) for the balance of the school day.
- OT19.03** Within ten school days of being hired, Long-Term Occasional Teachers shall receive a letter which includes a statement of the duration of their assignment.
- OT19.04** In the event that the duration of a long-term occasional teaching assignment changes, the Board shall endeavor to give five (5) days notice of such a change to the occasional teacher. If this notice is not given the occasional teacher may be paid for five (5) days in lieu of notice.

ARTICLE #OT20 LEAVES

- OT20.01** All items in Article 19 shall apply solely to Long-Term Occasional Teachers and any reference to "teacher" in this Article is to be interpreted as meaning a long-term occasional teacher.

- OT20.02.01** Each teacher shall be entitled to one (1) day of sick leave credit (pro- rated for part-time employment) for every ten (10) days of teaching time.
- OT20.02.02** All sick leave accumulated will be credited if the teacher subsequently obtains another long-term assignment or a permanent teaching position with the Board and there has been no break in employment that exceeds sixty (60) days.
- OT20.02.03** A maximum of 5 days sick leave may be accumulated and used in the next school year for periods during which the teacher has long-term assignments.
- OT20.03** The Board may require a certificate from a qualified medical or dental practitioner of the Board's choice for absences greater than five (5) days. The cost of such a certificate shall be paid by the Board.
- OT20.04** Any leave of absence requested by a Teacher for any of the following reasons shall be granted by the Principal and shall be with pay, and without loss of sick leave:
- OT20.04.01** where a teacher is writing examinations and:
- OT20.04.01.01** the examination is written in conjunction with improvement of qualifications or professional standing,
- and
- OT20.04.01.02** the examination is written during the school day,
- or
- OT20.04.01.03** the examination is written outside the instructional day, but travel time from the instructional day is necessary to reasonably arrive at the examination location.
- OT20.04.02** where a teacher is attending his/her own graduation exercises or the graduation (grade 8, secondary or post-secondary) of his/her spouse, son, daughter or parent
- and;
- OT20.04.02.01** the exercises occur during the instructional day,
- or
- OT20.04.02.02** the exercises occur outside the instructional day, but travel time from the instructional day is necessary to reasonably arrive at the graduation location.
- OT20.04.03** for absence occasioned by the birth or adoption of a son/daughter, a leave of absence may be granted without loss of pay or sick leave credit for a period not exceeding one (1) day;
- OT20.04.04** where a teacher is attending the funeral of a member of the family:
- OT20.04.04.01** In the case of immediate family as defined below, a leave of absence without deduction of salary or sick leave credit up to a maximum of five (5) days.
- OT20.04.04.02** in the case of a member outside the immediate family as defined below or a friend, one (1) day.

Definition - IMMEDIATE FAMILY - Parents, parents-in- law, spouse, children, brothers, sisters, grandparents, grandchildren. However, there may be an exceptional situation for other relatives. In the case of such a relative, the employee may be granted leave, subject to approval of the Manager of Human Resources or Designate. Spouse shall have the meaning as defined in the [Education Act](#) Section 1.0.1.

OT20.04.05 A teacher shall be allowed leave of absence from duty by reasons of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which he/she is not a party or one of the persons charged, provided that the teacher pays to the Board any fee, exclusive of traveling allowances and living expenses that he/she receives as a juror or witness.

OT20.04.06 A leave may be granted, at the discretion of the Superintendent of Support Services or Designate, without deduction of salary or sick leave credit, for illness or medical appointments for a member of the immediate family as a result of which the teacher is required to be away from school. Such leave shall be limited to a maximum of three (3) days in a school year. Immediate family shall be defined as per Article 19.04.04.02. It is to be established that every reasonable effort has been made to take care of the situation by other means. Extra time will be allowed wherever overnight travel is necessary.

OT20.04.07 Each teacher shall be allowed leave of absence without deduction of salary or sick leave when quarantined, or otherwise prevented from teaching by order of the Medical Authorities.

OT20.05 Any leave of absence without pay of 3 days or less requested by a teacher that is not covered elsewhere in this article may be granted by the Principal. Leaves of more than 3 days may be recommended by the Principal and may be granted by the Superintendent of Support Services or Designate and shall be without pay.

OT20.06 Under the [Workplace Safety and Insurance Act](#), this Board provides protection for its teachers by way of insurance for partial loss of salary due to injury sustained in the course of duty. Under this cumulative leave sick plan, the Board will augment the compensation award so that full net salary will be paid up to the cash value of the number of days accumulated, after which the teacher shall receive only the compensation award.

ARTICLE #OT21 PERSONNEL FILES

OT21.01 The personnel file respecting a teacher shall be maintained in the Personnel Department of the Board and shall be available and open to the teacher and/or a person authorized in writing to act on the teacher's behalf for inspection in the presence of a Board personnel department officer at any reasonable time during the regular working hours of the department.

OT21.02 The teacher may make a copy of such information and may be accompanied by one other person who shall have access to such information at the request of the teacher.

OT21.03.01 If the teacher disputes the accuracy or completeness of any such information other than an evaluation referred to in Article #21, the Board shall, within twenty school days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm, amend or remove the information.

OT21.03.02 Where the Board amends or removes information as outlined in this article, the Board shall notify the teacher within 7 days of such changes and, at the request of the teacher notify all persons who received a report based on the prior information.

OT21.04 A teacher may place comments on any materials kept on file pertaining to the teacher.

- OT21.05** No later than four (4) years after the date of issue, or less at the discretion of the Director, any disciplinary documents or adverse job-related correspondence contained within a teacher's personnel records and files shall be removed and returned to the teacher unless further disciplinary action has occurred for the same or similar offense within that period. This does not apply to documents or correspondence which the Board is required to retain by law. These will be kept in a sealed envelope separate from the teacher's files and will only be opened when the Board is required by law to open them.

ARTICLE #OT22 EVALUATION OF TEACHER PERFORMANCE

- OT22.01** The Board recognizes that Teacher Performance Appraisal shall be conducted in accordance with the Board's Policies and Procedures. The Board shall consult with the Bargaining Unit prior to making changes to the Board's Policies and Procedures with respect to Teacher Performance Appraisal.

ARTICLE #OT23 LOCAL GRIEVANCE PROCEDURE

OT23.01 Definitions

- OT23.01.01** A "grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitrable.
- OT23.01.02** "Grievor" shall be defined as:
- i) the Bargaining Unit
 - ii) the Board.
- OT23.01.03** "Statement of Grievance" shall be in writing and shall include the name of the teacher, if applicable, and shall state the facts giving rise to the grievance. It shall identify the provisions of this Agreement alleged to have been violated, shall state the grievor's contentions with respect to these provisions, and shall indicate the specific relief requested.
- OT23.01.04** The "Grievance Committee" shall consist of:
- i) 2 trustees of the Board
 - ii) 2 members of the Bargaining Unit to be named by the Bargaining Unit;
 - iii) 1 member of the Board administrative staff.

- OT23.02** A representative of OSSTF shall be present to assist the teacher at any stage of this grievance and arbitration procedure.

- OT23.03.01** If a teacher, with the concurrence of the Bargaining Unit, wishes to initiate a complaint the procedure will start at Step I. If the grievor is the Bargaining Unit, the procedure may begin at Step I or Step II (i). If the grievor is the Board, the procedure will begin at Step II (i).
- OT23.03.02** Step I (i) The teacher and the Bargaining Unit representative will discuss the complaint with the appropriate Principal.
- Step I (ii) The Principal shall attempt to resolve the matter informally within 5 school days of the initial discussion. The Principal shall answer the complaint in writing.

Step I (iii) If the reply of the Principal is not acceptable to the Bargaining Unit, the Bargaining Unit may, within ten (10) school days, refer the complaint to the Superintendent of Support Services or Designate.

OT23.03.03 Step II (i) The Superintendent of Support Services or Designate shall attempt to resolve the grievance within 10 school days of referral. Failing settlement within the 10 school days mentioned, the Superintendent of Support Services or Designate shall immediately advise the grievor to prepare a Statement of Grievance.

Step II (ii) Within 10 school days of this advice the grievor shall send copies of the Statement of Grievance to the Superintendent of Support Services or Designate and the Bargaining Unit.

OT23.03.04 Step III (i) The Grievance Committee shall meet within 20 school days of the receipt of the Statement of Grievance by the Superintendent of Support Services or Designate. The committee shall review the dispute and attempt to resolve the grievance.

Step III (ii) If the Grievance Committee is unable to reach a decision within 5 school days of its initial meeting it shall declare an impasse.

OT23.03.05 Step IV (i) After declaring an impasse, the Grievance Committee shall remain constituted. The grievor, within 10 school days of the declaration of the impasse, shall give written notice of intention to submit the grievance to binding arbitration to the Superintendent of Support Services or Designate. The latter shall convene the Committee within 10 school days of receipt of notice to submit to arbitration.

Step IV (ii) The parties shall attempt to name an arbitrator. If the parties cannot name an arbitrator within 10 school days, they shall apply to the Ontario Labour Relations Board to appoint an arbitrator.

Step IV (iii) The decision of the arbitrator shall be binding on all parties. OT23.04 The cost of the arbitrator under Article 22.03.05 shall be shared equally by the Board and the Bargaining Unit.

OT23.05 Time limits established in this article may be extended by mutual agreement. Such agreement is specific to a particular grievance, and shall not be used as precedent in other grievances. Failure of a grievor to adhere to the time limits (as stated or extended by agreement) shall be deemed to be an abandonment of the grievance.

OT23.06 Failure of the Principal, the Supervisory Officer, or the Grievance Committee to adhere to the time limits shall be deemed to be failure of settlement, and the grievor may proceed to the next step in the grievance procedure.

OT23.07 A grievance in which the Board is the grievor may be referred directly to the Grievance Committee under Step III provided such reference is made within 20 school days of the occurrence giving rise to the complaint by the Board. Any such reference shall be preceded by discussion between representatives of the Board and Bargaining Unit. Notice for such discussion shall be given to the Bargaining Unit 10 school days prior to the meeting of the Grievance Committee.

OT23.08 **Grievance Mediation**

- OT23.08.01** At any stage in the grievance procedure, the parties by mutual consent, in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
- OT23.08.02** The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.
- OT23.09.01** Parties have the right to be protected from repetitious grievances which concern similar matters. Such grievances may be collected and considered together as one grievance. Should mutual consent to this grouping not be forthcoming the grouping shall be the first issue submitted to arbitration.
- OT23.09.02** No action of any kind shall be taken against any person because of participation in the grievance or arbitration procedures under this Agreement. The fact that a grievance is raised by a member of the Bargaining Unit, regardless of the ultimate disposition, shall not be recorded in the teacher's file, or in any file or record utilized in the promotion process. Such fact shall not be used in any recommendation for transfer.

ARTICLE #OT24 JUST CAUSE

- OT24.01** A Long Term Occasional Teacher under contract shall not be disciplined, dismissed, demoted, or suspended without just and sufficient cause.
- OT24.02** If the Board requires a teacher to meet with his/her supervisor in order to formally investigate the professional conduct of a teacher or in order to receive a reprimand, suspension, dismissal or any other form of discipline, the supervisor will inform the teacher that he/she has the right to have an OSSTF representative present. If the teacher elects to have OSSTF representation, no discussion of the issues will take place until the OSSTF representative is present no later than 48 hours.

ARTICLE #OT25 PROBATIONARY PERIOD

- OT25.01** All newly hired Long-Term Occasional Teachers shall serve a probationary period of thirty (30) school days. For the purposes of just cause, a lower standard (procedural fairness) may be applied for occasional teachers.

ARTICLE #OT26 CRIMINAL BACKGROUND CHECKS

- OT26.01** The Board shall ensure that all records and information (including offence declaration and CPIC record) obtained pursuant to Regulation 521/01 of the [Education Act](#) or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Superintendent of Support Services or Designate and the teacher and/or designate.

ARTICLE #OT27 INFORMATION FOR OCCASIONAL TEACHERS

- OT27.01** A binder of materials will be prepared that can be shared with Occasional Teacher.

SIGNATURE PAGE

**AGREEMENT BETWEEN
THE NEAR NORTH DISTRICT SCHOOL BOARD AND
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 4
TEACHERS' BARGAINING UNIT**

Dated North Bay **this** 21 **day of** Oct ' 2021
at (location) (day) (month) (year)

For the Board	For the Teachers' Federation
	
Assistant Manager of Human Resources	President
	
Bargaining Committee Member	Chief Negotiator
	
Bargaining Committee Member	Vice-President
	
	Bargaining Committee Member

Collective Agreement Between



The Ontario Secondary School Teachers Federation
(hereinafter called the “OSSTF” or Union)

Representing

The Ontario Secondary School Teachers Federation -
Northern Shield Occasional Teachers’ Bargaining unit

And



The Keewatin-Patricia District School Board
(hereinafter called the “Employer” or “Board”)

September 1, 2019

To

August 31, 2022

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PART A – CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.

- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.

- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.

- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.

- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.

- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.

- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:								
Employee ID:	Telephone No:								
Employee Address:	Work Location:								
1. Health Care Professional: The following information should be completed by the Health Care Professional									
Please check one:									
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.									
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3									
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.									
First Day of Absence: _____	General Nature of Illness (please do not include diagnosis): _____								
Date of Assessment: dd mm yyyy									
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.									
PHYSICAL (if applicable)									
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):								
Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):								
Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (please specify):</td> <td><input type="checkbox"/> Other (please specify):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):
Left Hand	Right Hand								
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping								
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching								
<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):								

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days			Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours			Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

**LETTER OF AGREEMENT #2
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

**LETTER OF AGREEMENT #3
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
 - a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.

- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.

- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**LETTER OF AGREEMENT #5
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector. Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

**LETTER OF AGREEMENT #6
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

**LETTER OF AGREEMENT #7
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

**LETTER OF AGREEMENT #10
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF-provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

**LETTER OF AGREEMENT #11
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

**LETTER OF AGREEMENT #12
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
RE: E-Learning Implementation Committee**

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

**LETTER OF AGREEMENT #13
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;

- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
 - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.

- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees’ Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) “Total cost” means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier’s most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.

- ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,
 then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.

- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and

e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STDLP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;

3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

PART B – LOCAL TERMS

L1:00 PURPOSE

- L1:01 It is the purpose and intent of the Parties to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the Parties.

L2:00 SCOPE AND RECOGNITION

- L2:01 The employer being the Keewatin-Patricia District School Board (hereinafter referred to as "the Board") recognizes the Ontario Secondary School Teachers' Federation (hereinafter referred to as "the Union,") as the bargaining agent for all Secondary School Occasional Teachers employed by the Board .
- L2:02 Each year the Bargaining Unit will provide to the Board the names of those who are authorized to act on behalf of the Union.

L3:00 DEFINITIONS

- L3:01 "Occasional Teacher" shall mean an "Occasional Teacher" as defined in the Education Act.
- L3:02 "Bargaining Unit" shall mean the Ontario Secondary School Teachers' Federation Northern Shield Occasional Teachers' Bargaining Unit.
- L3:03 "Union" shall mean the Ontario Secondary School Teachers' Federation.
- L3:04 "Probationary Occasional Teacher" is a newly hired Occasional Teacher who shall be on probation for twenty-five (25) teaching days (a teaching day may be less than 1.0) as an Occasional Teacher and will not have access to the grievance procedure in instances of demotion, discharge, dismissal or discipline. Notwithstanding, a surplus or retired Teacher of the Board would be considered to be a non-probationary Occasional Teacher.
- L3:05 "Long Term Occasional Teacher" shall mean a Teacher who is required to teach for a period of 10 or more consecutive teaching days as a substitute for the same Teacher.
- L3:06 "Daily Occasional Teacher" shall mean an Occasional Teacher who is not a Long Term Occasional Teacher.
- L3:07 "Unqualified Occasional Teacher" shall mean a person who does not have a Certificate of Registration and Certificate of Qualification from the Ontario College of Teachers, who is approved by the Board for inclusion on an Emergency Unqualified Occasional Teacher List.
- L3:08 "Occasional Teacher Roster" means a database containing the names of all Occasional Teachers approved by the Board to teach as an Occasional Teacher with the Board and who have paid their membership fees to OSSTF-Northern Shield Occasional Teachers Bargaining Unit.

- L3:09 "Secondary Teachers" shall mean the Secondary Teachers, other than Occasional Teachers, employed by the Board in its secondary panel.
- L3:10 "Recognized Teaching And Related Experience" shall mean, teaching experience as outlined in Articles 11:13 and 11:14.
- L3:11 School Term shall mean the first semester (September-January) or the second semester (February through June).
- L3:12 "Board" shall mean the Board and its predecessors.

L4:00 UNION DUES AND ASSESSMENTS

- L4:01 The Board shall deduct for every pay period for which an Occasional Teacher receives a pay, union dues and assessments. Dues and assessments deducted in accordance with this article shall be forwarded to the Provincial Office of the Union within thirty (30) days of the dues being deducted for secondary occasional teaching days.
- L4:02 The payment shall be accompanied by a dues submission list showing the names, addresses, wages earned, dues and assessments deducted, and the number of days worked for each Occasional Teacher from whose wages the deductions have been made. In addition to providing a written copy of this information the Board shall, where available, provide the information in electronic form. A copy of this list and these deductions shall be forwarded to the President of the Bargaining Unit after each submission to the Treasurer of OSSTF (60 Mobile Drive, Toronto, Ontario M4A 2P3).
- L4:03 The Board shall provide the Local President access through the automated call out system at the level of school principal to generate reports including, but not limited to, total number of absences of secondary school teachers, and the total number of daily and long term occasional teaching assignments.
- L4:04 The Board shall deduct from the first pay cheque issued to each Occasional Teacher, each school year, the Occasional Teacher Bargaining Unit levy. The Board shall forward to the Bargaining Unit the monies collected before January 31 and July 31 of each year. Unless otherwise notified, the levy shall be a one-time payment of ten dollars (\$10.00). A copy of this list of Occasional Teachers and these deductions shall be forwarded to the President of the Occasional Teacher Bargaining Unit.

L5:00 RIGHTS AND RESPONSIBILITIES

Reasonable Exercise of Rights

- L5:01 The Board agrees that its rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable, non-discriminatory and consistent with this collective agreement and the prevailing statutes.

Statutory Responsibilities

- L5:02 The Board agrees to comply with the Education Act, the Employment Standards Act, the Ontario Human Rights Code, the Occupational Health and Safety Act, and any other applicable statutes governing education and employment, and all regulations thereunder.

No Penalty

- L5:03 The Board agrees not to penalize or discriminate against any Occasional Teacher for participating in the activities of the Union, including exercising any rights under this collective agreement or the prevailing statutes of Ontario.

No Discrimination

- L5:04 The Board and the Occasional Teachers agree that there shall be equal treatment without discrimination or perpetuation of the effects of past discrimination, if any, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, or because of participation in the activities of, or membership in, the Union.

Evaluations

- L5:05 Only supervisory officers, secondary principals and vice-principals shall evaluate an Occasional Teacher's competence. No member of a union shall be required or requested to evaluate an Occasional Teacher's competence.
- L5:06 Occasional Teachers shall be evaluated upon request of an Occasional Teacher, or the Employer.
- L5:07 The jointly developed Occasional Teacher Performance Appraisal Procedure (Appendix C), as applicable to the particular status of the Occasional Teacher (Daily, Long Term, or Probationary) shall be used for the appraisal of Occasional Teachers. The procedure may be amended from time to time following joint discussions with the Board and the Bargaining Unit.

Just Cause

- L5:08 a) i) No Occasional Teacher, who has completed the probationary period, shall be demoted, discharged, dismissed, disciplined in any way, have his or her name removed from the list(s), or fail to be assigned work as a result of performance or conduct, without just and sufficient cause. Such cause shall be provided to the Occasional Teacher and the Bargaining Unit President in writing.
- ii) Notwithstanding a) i) above, a probationary Occasional Teacher who has been demoted, discharged, dismissed, or disciplined, will be provided a written explanation of any such actions with a copy to the Bargaining Unit President.
- b) In circumstances outlined in a), except in extenuating circumstances the Board shall hold a meeting as soon as possible between the Occasional Teacher and a Board representative to discuss the matter. In every case there shall be a meeting. The Occasional Teacher shall have the right to have a Union representative present.

- c) The Employer further recognizes the right of OSSTF to represent a member at any meeting when the conduct or competence of the member is being considered or any meeting with a member where an investigation of allegations of misconduct or incompetence is taking place. Further to this, the employer shall inform the employees of their right to OSSTF representation.

Non-Harassment

- L5:09 The Parties recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Board shall take such actions as are necessary as per Board Policy.

L6:00 PERSONNEL FILE

- L6:01 The Board agrees to abide by the provisions of the Freedom of Information and Protection of Privacy Act, and all prevailing statutes governing personal privacy in Ontario and all regulations thereunder.
- L6:02 Personnel files regarding performance or contractual status issues will be maintained in a secure manner within Human Resources.
- L6:03 An Occasional Teacher, either alone or accompanied by one (1) other person, shall have access to the Occasional Teacher's personnel file under the Supervision of the Human Resources Manager or designate. Such access shall be upon prior arranged appointment.
- L6:04 Occasional Teachers shall receive copies of any formal evaluations or letters of discipline placed in their personnel file within five (5) days of the material being filed.
- L6:05 The signature of an Occasional Teacher on any document respecting the performance or conduct of that Occasional Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- L6:06 An Occasional Teacher has the right to challenge, in writing, the accuracy or completeness of information referred to in 6:04 and 6:05. The Occasional Teacher's written submission shall become part of the file.
- L6:07 An Occasional Teacher may request to have copies of pertinent materials placed in his or her central personnel file.
- L6:08 An Occasional Teacher may make a written request to the Human Resources Manager that a written warning or disciplinary material be removed from his/her personnel file after two (2) years. Should there be no re-occurrence of the actions giving rise to the written warning or disciplinary letter, the material shall be removed.

L7:00 COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION

- L7:01 The Board shall provide an electronic copy of the current collective agreement to all Occasional Teachers on the Occasional Teacher Roster and to any Occasional Teacher who may be hired throughout the term of this agreement. Further, the Board shall provide an electronic copy to the principal of each secondary school under the jurisdiction of the Board.
- L7:02 The Board shall provide any newly hired Occasional Teachers, with an information package to be supplied by the Union.

L8:00 OCCASIONAL TEACHER ROSTER

- L8:01 The Board shall have only qualified Teachers on the Roster. Unqualified Teachers will only be called in as mutually agreed between the parties.
- L8:02 a) Only those Occasional Teachers whose names are on the Roster shall be called for Daily and Long Term Occasional teaching assignments.
b) Where no one currently in the employ of the Board is available to work and Human Resources has provided prior approval, individuals recommended by a Principal/Vice Principal may be used for coverage. In such cases, the Bargaining Unit will be advised.
- L8:03 It is the responsibility of the Occasional Teacher to keep their contact information current with the Human Resources Office through the utilization of the Employee Self Service Portal. Instructions are available by contacting Human Resources.
- L8:04 An Occasional Teacher's name shall be removed from the Roster for the following reasons:
a) they are removed for just and sufficient cause;
b) they ask, in writing, to have their name removed from the Roster;
c) they fail to complete the annual Offence Declaration by the first school day of each school year.
d) they fail to complete the mandatory training modules within the timelines provided by the Board. Members on an approved leave of absence shall be exempt from this requirement;
e) They resign;
f) They do not work in any capacity for the Board for a full school year. Occasional Teachers who are on an approved leave of absence are exempt from this requirement. Days worked in the capacity of union work will count as work for the Board for the purposes of this Article.
- L8:05 It is incumbent upon Occasional Teachers to manage their calendar in the call in system with regard to their availability or non-availability for work.

L9:00 CALLING OF OCCASIONAL TEACHERS

- L9:01 When a known Long Term Occasional position declared by the Board becomes available, the Board will notify the Bargaining Unit President and post such notice for five (5) days using the on-line system, following which the position may be filled. Positions may be advertised externally subsequent to or simultaneously with internal postings. Internal applicants shall be given first consideration.

L9.02 It is understood that occasional Teachers who have already accepted long term assignments for some or all of the period covered by the posted assignment are not eligible to be considered for the position, unless the posted position requires specific qualifications held by an individual Teacher already in a Long Term Occasional Assignment. If the posted assignment allows the individual to move from a 0.5 position to a 1.0 LTO assignment, the Board and the Bargaining Unit shall discuss the possibility of a transition of the member from 0.5 to 1.0 FTE.

L9.03 The Board and the Bargaining Unit agree to continue to work together to resolve call-in issues which may arise over the term of this collective agreement. It shall be the responsibility of the Bargaining Unit, through member communication and without fear of reprisal, to bring these matters forward to Human Resources.

L10:00 JOB VACANCIES: SECONDARY SCHOOL TEACHING POSITIONS

L10:01 The Board shall forward to the President of the Occasional Teacher's Bargaining Unit copies of all job postings for full-time and part-time teaching positions.

L10:02 The Board will post vacancies for the period defined in the TBU collective agreement prior to the closing date in order to allow sufficient time for all interested and qualified Occasional Teachers to make application. Upon request, an occasional Teacher who was unsuccessful in their application for a position shall receive a verbal debriefing from the Principal.

L11:00 SALARY

L11:01 Effective upon the date of ratification of this Collective Agreement, the Board shall pay rates of remuneration for Daily Occasional Teachers as follows:

(All rates are deemed to include statutory holiday pay, vacation pay and pay in lieu of benefits)

DAILY OCCASIONAL TEACHER RATES	Qualified	Unqualified
Effective August 31, 2019	\$245.85	\$184.39
Effective September 1, 2019	\$248.31	\$186.23
Effective September 1, 2020	\$250.79	\$188.09
Effective September 1, 2021	\$253.30	\$189.97

L11:02 a) Daily Occasional Teachers shall be paid on a bi-weekly basis, by direct deposit into the bank, trust company or credit union account designated by the Teacher. An Occasional Teacher who changes bank, trust company or credit union shall notify, in writing, the Payroll Department, at least two weeks in advance of the next scheduled payday.

b) An Occasional Teacher who holds a permanent or probationary teaching assignment of 0.5 or more with the Keewatin-Patricia District School Board, and has completed daily Occasional Teacher work will have their pay for their daily occasional work added to their pay for the permanent or probationary position.

- L11:03 The Daily Occasional Teacher's remuneration shall be determined either by a half day or a full day worked. Half/full day can be a combination of various assignments that total no more than a regular teaching assignment (where a regular teaching assignment means that no Occasional Teacher shall be assigned duties more than 3.5 periods per day).
- L11:04 a) Long Term Occasional Teachers shall be paid for each day of employment at a daily rate of 1/194 of the Secondary Teachers' salary grid according to their qualifications and teaching experience. It is understood that payment on the Secondary Teachers' salary grid includes payment for vacation pay, statutory holiday pay, and payment in lieu of benefits. (Appendix A – Secondary Long Term Occasional Daily Rates Grid)
- b) Where an Unqualified Occasional Teacher is employed in a long term assignment, s/he shall be compensated at 1/194 of Group 1, 0 years of experience on the Secondary Salary grid.
- L11:05 a) A Long Term Occasional Teacher shall be placed on the Secondary Teachers' salary grid in accordance with the Occasional Teacher's recognized teaching experience and category/group placement effective on the first (1st) day of a single assignment should an assignment replacing the same Teacher extend beyond nine (9) consecutive teaching days.
- b) In accordance with Article 11:05 a) the appropriate salary grid will be the grid of the panel, elementary or secondary, in which the assignment occurs. The qualifications and experience will be those of the Occasional Teacher accepting the assignment being applied to the appropriate grid.
- c) Should a long term assignment expire prior to ninety school days from their first day worked as an Occasional Teacher (see Articles 11:07 & 11:10), any retroactive adjustment will be protected to the end of ninety school days from their first day worked as an Occasional Teacher.
- L11:06 For all Occasional Teachers, the statement of earnings shall indicate the number of days worked during the pay period and will be made available electronically through the Employee Self Service Portal.
- L11:07 It shall be the responsibility of the Occasional Teacher to provide the Board with all relevant statements of teaching experience within ninety (90) school days of their first day worked as an Occasional Teacher for retroactive adjustment to the first day of any long term assignment.

Category/Group Placement

- L11:08 Each Occasional Teachers' category/group classification on the salary grid shall be determined by the application of the current QECO Programme and/or Certification plan of OSSTF, or at the option of the Occasional Teacher, he or she may continue placement under the previous programme/plan. Should QECO or OSSTF develop a new programme/plan during the life of the collective agreement, the new programme/plan shall apply. An Occasional Teacher who has chosen per the above, to continue placement under a previous programme/plan shall have the option to either continue placement under the chosen programme/plan or to have his/her placement determined according to the new QECO programme/OSSTF Certification Plan.

Where an Occasional Teacher has decided to continue under the current programme/plan and later decides to have his/her placement re-evaluated, he/she must notify the Board when making application. Any such resulting adjustment will be made in accordance with his/her application for re-evaluation and will not be made retroactive any further than the time of his/her re-application.

- L11:09 It shall be the responsibility of the Occasional Teacher to provide the Board with a QECO Programme 5 Rating Statement and/or an OSSTF Certification Rating Statement (Current Certification Plan) and any supporting documents within ninety (90) school days of their first day worked as an Occasional Teacher for retroactive adjustment to the first day of the long term assignment.

If receipt of the QECO or OSSTF statement is delayed, as a result of circumstances beyond the Occasional Teacher's control, such retroactive adjustment will not be unreasonably withheld. It shall be the responsibility of the Occasional Teacher to provide proof of his/her timely application for the evaluation.

- L11:10 Where an Unqualified Occasional Teacher is employed in a long term assignment, under a Letter of Permission, s/he shall be compensated at the daily rate of Group 1, 0 Years of Experience on the Secondary Salary grid.

- L11:11 a) The Record of Employment (ROE) certificates for casual Occasional Teachers will be issued at the end of the school year upon request of the Occasional Teacher. Long Term Occasional Teachers will receive the record of employment at the conclusion of their assignments or at the end of the school year by request.

- b) Upon request of daily/casual occasional teachers, Records of Employment will be issued electronically to Service Canada for the Christmas Break, March Break and/or at the end of the school year. Records of Employment are submitted after the final pay for the period is processed.

Records of Employment for those holding Long Term Occasional Positions will be issued automatically for these periods once the final pay has been processed.

- L11:12 For the purposes of employment insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

- L11:13 Occasional teachers will be credited with experience in days for teaching on a permanent, probationary or long term contract, or performing duties that require a teaching certificate pro-rated for part time teaching and occasional teaching on a daily basis. All such experience shall be totalled, divided by 194 and when this reaches 0.5 of a year the teacher shall be placed on the next grid step. Such credited teaching experience will apply to grid experience when the Occasional Teacher is placed on a Long-Term Occasional teaching assignment.

It is incumbent upon all Occasional Teachers to submit documentary proof of experience to the Board. It is recognized that the primary documentary proof acceptable will be the Teacher's Pension Plan Service Record indicating the summary of experience, or written confirmation from the prior employing Board including the number of days taught, or such other documentation deemed acceptable by Human Resources.

L11:14 Related Experience

An allowance for trade or business experience will be granted to a Long Term Occasional Teacher who is teaching in the area of technological or business studies and whose basic qualifications for admission to a college or faculty of education were technological or business qualifications rather than academic qualifications.

Each year of the related experience in excess of the minimum requirements set out in the Regulations of the *Education Act* will be recognized up to the maximum number of years on the Secondary Salary grid. At the Board's discretion, additional experience for salary purposes may be recognized.

Years of related experience will be equated to qualified teaching experience on a one-to-one basis to the maximum on the Secondary Salary grid. Related experience must be certified by the previous employer(s). Other proof of related experience acceptable to the Director of Education or Designate may be used for this purpose.

The years recognized for related experience will be added to the years recognized for base experience.

A documented request for related experience allowance must be presented to the Director or Designate during the term of the Long Term Occasional teaching Assignment in order for the salary adjustment to be retroactive to the first day of the Long Term Occasional Assignment.

L11:15 Should the Board require an Occasional Teacher to attend a Board sponsored event, be it a workshop, a seminar, health and safety training, or any other such event, the Board will pay either a half day or a full day (or days) as the circumstances dictate. Travel expenses will be paid as per Board Policy.

L12:00 STAFFING

L12:01 Only persons employed by the Board in accordance with this collective agreement or in accordance with the Board's Secondary School Teachers' collective agreement shall be assigned to teach secondary pupils.

L12:02 The Board may assign an Occasional Teacher when a Secondary Teacher is absent.

L13:00 WORKING CONDITIONS

L13:01 The Board recognizes the unique role of the Occasional Teacher and the variety of assignments given. The Board will ensure that each school will:

- a) Provide basic school related information to assist the Occasional Teacher at the beginning of the assignment;
- b) Assign only the regular timetable of the Teacher being replaced including on-calls and supervision assignments;
- c) The School Principal, or designate, will be available to assist the Occasional Teacher in matters of discipline with students.

- d) All Daily Occasional Teachers shall be provided with keys to permit them independent access to all classroom and workspaces necessary to the performance of their duties and the maintenance of a safe, secure environment for all members of the school community.
- e) Any concerns regarding timetable changes should be brought to the attention of the Principal or designate by the Occasional Teacher

L13:02 The Teacher-Board Relations Committee shall meet regularly to monitor the number of Alternative Professional Assignments (APA's) assigned to Daily Occasional Teachers. The monitoring of APA's is to ensure that the number of days in which an APA is assigned will not exceed the proportional level of APA's assigned to probationary or permanent Teachers, on an annual basis.

L14:00 MEDICAL PROCEDURES

Not Responsible for Diagnosis or Medication

L14:01 The Board shall not require any Occasional Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the Occasional Teacher to risk, injury or liability for negligence.

It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

L15:00 SERVICES NOT REQUIRED, LATE CALLS, AND EMERGENCY SCHOOL CLOSURE

L15:01 The automated call-in system shall be used for cancellation of assignments by the school and/or the Occasional Teacher. Notwithstanding the foregoing, a cancellation which occurs with less than twenty-four (24) hours' notice of the assignment start time, shall also be communicated via telephone (school to Occasional Teacher and/or Occasional Teacher to school).

If circumstances require the cancellation of a Daily Occasional assignment without notice two (2) hours prior to the start of class, the Occasional Teacher shall be assigned professional activities by the Principal for:

- a) one-half day and paid for one-half day if called for one half day.
- b) a full day and paid for a full day if called for a full day.

The Occasional Teacher may decline the assignment and forfeit pay.

Late Calls

L15:02 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided she or he arrives within a reasonable time of receiving such late request.

Emergencies

L15:03 In the event of an emergency closure of a school or early dismissal for emergency reasons, Occasional Teachers will be paid full pay at the applicable rate of pay.

L16:00 OCCUPATIONAL HEALTH AND SAFETY

Work Refusal

- L16:01 No Occasional Teacher shall be discharged, penalized or disciplined in any way for making a complaint relating to health and safety or for otherwise seeking to enforce her or his rights in any matter related to health and safety.

Health and Safety Committee

- L16:02 The Board agrees to provide Certification Training for one member of the Occasional Teacher Bargaining Unit. Training will be provided at the Board's expense with the Occasional Teacher's time being unpaid.
- L16:03 The Board agrees to comply with and to fulfill its obligations under The Occupational Health and Safety Act and Regulations, and any other relevant Acts and Regulations. The Board recognizes its obligation to promote a safe and healthy environment. The Board shall inform the Bargaining Unit President of any incidents which involve or affect members of the Bargaining Unit.

L17:00 TEACHER-BOARD RELATIONS COMMITTEE

- L17:01 The Teacher-Board Relations Committee shall be composed of an equal number of members from the Union and the Board. The Union and the Board shall each appoint a Co-Chair either of whom may request a meeting.
- L17:02 The Teacher Board Relations Committee shall meet at least two (2) times per school year (once per semester) to discuss any concerns that arise during the year. Such meetings shall be held within two (2) weeks of the request by either party.

L18:00 PAID SICK LEAVE (See also Central Agreement Part A Article C9.1 f)

Long Term Occasional Teachers

- L18:01 For absence due to illness or injury in excess of five (5) consecutive days, such Occasional Teacher shall, if requested by the Board, produce evidence of injury or illness satisfactory to the Board, which may include a certificate or report signed by a health care practitioner.

L19:00 VOLUNTARY LEAVE OF ABSENCE

- L19:01 Upon written request to the Human Resources Department, the Board agrees to approve a voluntary leave of absence for any Occasional Teacher on the Occasional Teacher Roster. The member's name remains on the Roster during this voluntary leave. Such leave may be for a period up to and including one school year.

L20:00 LEAVE FOR UNION BUSINESS

- L20:01 The Board will allow members of the Bargaining Unit enough release time to conduct the business of the Union in accordance with the guidelines set out by the Ontario Secondary School Teachers' Federation. Such released members will receive pay, benefits, teaching experience, seniority and other entitlements under this collective agreement and such leave shall not constitute a break in service.

The Union shall reimburse the Board with respect to its actual costs for such release time.

L21:00 SHORT-TERM PAID LEAVES OF ABSENCE FOR LONG TERM OCCASIONAL TEACHERS

Bereavement Leave

- L21:01 Commencing the first working day following the day of death, an employee is allowed a leave, with pay, of up to five (5) consecutive working days on the death of a member of the employee's immediate family. Immediate family includes the employee's spouse or common-law partner with whom the employee resides, parent, children, brother, sister, parent-in-law, grandparent, grandparent-in-law, grandchildren, daughter-in-law, son-in-law, brother-in-law, sister-in-law, legal guardian. Additional travel time may be granted at the discretion of the Director of Education or Designate.

Jury Duty

- L21:02 A Long Term Occasional Teacher is entitled to a paid leave of absence if ordered for jury duty or is summonsed to be a witness in a court proceeding (not including tribunals) for which the Teacher is not a party. Application for such leave must be in writing to the Director of Education or Designate and must fully articulate the reasons surrounding the request.

Quarantine

- L21:03 Leave with pay and without loss of benefits, experience or seniority shall be granted to an employee for a period of quarantine when declared by the Medical Officer of Health or Designate.

L22:00 PREGNANCY/PARENTAL/FAMILY CARE LEAVE (See also Central Terms Letter of Agreement #6)

The Board shall grant to a Long Term Occasional Teacher a Pregnancy/Parental/Family Care leave in accordance with the *Employment Standards Act, 2000*, as amended from time to time.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional Teachers and Teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The Teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The Teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed ten (10) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDLP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay. The SEB plan will be implemented as follows:
 - i) The board will pay one (1) week of pay at 100%.
 - ii) The board will then pay seven (7) weeks of top-up from the member's EI rate to 100% of their regular pay.
 - iii) After the 7 weeks of top-up, the board will pay the equivalent of one (1) week of the member's EI amount split up over the following two weeks to ensure that the member does not earn over 100% of their regular pay in any given week.
 - iv) It is understood that the total amount paid by the board shall not exceed what the member would have earned at two (2) weeks of 100% pay and six (6) weeks of top-up from their EI rate to 100% of their regular pay.
 - v) The Board agrees to pay retroactively to September 1, 2019 to all TBU members affected.

L23:00 GRIEVANCE AND ARBITRATION PROCEDURE

Definition of Grievance

- L23:01 Any dispute involving the application, administration, interpretation or alleged violation of this collective agreement, including any question as to whether a matter is arbitrable, may be the subject of a grievance, and an effort shall be made to settle such a grievance fairly and promptly in the following manner.

It is understood that an employee has no grievance until the matter has been referred to the appropriate principal or designate and an opportunity given to adjust the complaint.

L23:02 Policy Grievance

The Union and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall be presented at Step 2 to the Union or the Director of Education, and shall proceed through the balance of the grievance procedure outlined herein.

L23:03 Individual Grievance

STEP 1

Grievance(s) must be submitted by the Union in writing to the appropriate Superintendent or designate within twenty (20) school days of the time the grievor became aware of the circumstances giving rise to the grievance. Within ten (10) school days of receipt of the grievance a meeting will be held with the grievor, a Union representative and the Superintendent or designate. The Superintendent or designate shall respond to the grievance in writing within ten (10) school days of the meeting.

STEP 2

- L23:04 If no settlement is reached, the Union shall file the grievance in writing to the Director of Education with ten (10) school days from the response from the Superintendent or designate. Within ten (10) school days of receipt of the grievance a meeting will be held with the Director of Education. A written response will be provided to the Union from the Director of Education within five (5) school days of the meeting.

STEP 3

- L23:05 If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) school days of receipt of the response.

Arbitration

- L23:06 When either party requests that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the arbitrator. Within ten (10) school days thereafter, the other party shall respond in writing indicating their agreement of arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

Decision of the Arbitrator

L23:07 An arbitrator shall give a decision within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the parties and upon any employee or employees affected by it.

Board of Arbitration

L23:08 When both parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within five (5) school days inform the other party of the name of its appointee to the Arbitration Board. The two (2) so selected shall, within five (5) school days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.

If either party fails to appoint a nominee to the Arbitration Board, the other party may request the Minister of Labour of Ontario to refer the grievance to a single arbitrator.

Powers of the Board of Arbitration

L23:09 An arbitrator or an Arbitration Board, as the case may be, has the powers of an arbitrator or Arbitration Board under the Labour Relations Act and, in addition, has the power:

- a) to extend the time for the taking of any step in the grievance or arbitration procedures, including the submission to arbitration, notwithstanding the expiration of such time, where in its discretion it considers it proper to do so; and
- b) to grant such interim orders, including interim relief, as the arbitrator or Arbitration Board considers proper, including interim reinstatement.

Decision of the Board of Arbitration

L23:10 An Arbitration Board shall give a decision within sixty (60) calendar days after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration shall be final and binding.

Expenses of the Arbitrator or Board of Arbitration

L23:11 Both parties agree to pay one-half (½) of the fees and expenses of the single arbitrator or the fees and expenses of the parties respective appointees and one-half (½) of the fees and expenses of the chair of the Arbitration Board.

Grievance Mediation

L23:12 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.

L23:13 An Occasional Teacher's attendance at a meeting at any stage of the grievance procedure shall be without loss of pay or any other entitlement. As far as practical, such meetings shall be held during the school day.

L24:00 STRIKES AND LOCKOUTS

L24:01 The Board agrees that there shall be no lockout of Occasional Teachers and the Union agrees that there shall be no strike during the life of this agreement. Lockout and strike shall be as defined in the Labour Relations Act.

Strike by other Board Employees

L24:02 Where an Occasional Teacher feels that his/her safety is jeopardized by crossing a picket line, the Occasional Teacher shall contact the Director of Education, or designate, who in turn will provide for the safety of the employee in reporting for work.

L25:00 UNION REPRESENTATION

L25:01 The Bargaining Unit shall provide the Board with the names of those persons elected to office in the Bargaining Unit.

L25:02 The Board shall provide to the Union bulletin board space in each school for the posting of notices which may be of interest to Occasional Teachers.

L25:03 The Board shall provide Occasional Teachers with suitable meeting space on request, free of charge, provided this does not interrupt the instructional program.

L26:00 CORRESPONDENCE

L26:01 All correspondence between the Parties arising out of this collective agreement shall pass to and from the Director of Education or designate, and to and from the President or designate of the Bargaining Unit.

L27:00 PROFESSIONAL ACTIVITY DAYS

L27:01 The Board shall provide information to the Union about the professional development activities provided by the Board.

L27:02 A Professional Activity Day shall not interrupt the continuity of an Occasional Teaching assignment.

L27:03 A Long Term Occasional Teacher who is scheduled to work when there is a Professional Activity Day will be paid for the day and will be required to participate in the scheduled Professional Activity sessions.

L27:04 An Occasional Teacher may attend, without pay, scheduled Professional Activity Days arranged by the Board. Requests for attendance should be made through the Principal of a school.

L27:05 An Occasional Teacher shall, upon request, have access to other Board in-service programs on a voluntary basis without pay. Request for attendance should be made through the Principal of a school.

L27:06 The Board will assist the Bargaining Unit in organizing one unpaid Professional Development Day for Occasional Teachers each school year. It is understood that any Professional Development Day organized will be at no cost to the Board unless expenses are pre-authorized by the Board.

L28:00 REPRESENTATION

L28:01 The Board agrees that it will deal solely with the duly authorized agents of the Bargaining Unit in all matters pertaining to the administration and interpretation of this agreement. In order that this may be carried out, the Bargaining Unit will supply the Board with the names of its officials and committee members. Similarly, the Board, if requested, will supply the Bargaining Unit with a list of its supervisory personnel.

L29:00 CRIMINAL BACKGROUND CHECKS

L29:01 The Board shall pay the cost of any criminal record check required in respect of an incumbent Occasional Teacher provided the occasional Teacher participates in the process operated by the Ontario Education Services Corporation.

L29:02 The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 of The Education Act and other subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Manager of Human Resources and those personnel designated by the Manager of Human Resources. The Manager of Human Resources shall, upon request, advise the Bargaining Unit of the names of those so designated. Such personnel shall not be members of the Bargaining Unit.

L29:03 The Board shall not release any information about an Occasional Teacher obtained pursuant to Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.

L29:04 The Board shall consult with the Bargaining Unit regarding any changes to the Board's policy or operating procedures with respect to criminal record checks and any changes the Board makes to the offence declaration form.

L30:00 DURATION AND RENEWAL

- L30:01
1. Any party to this collective agreement desiring to amend an article or articles of this Agreement shall give notice in writing to the other party and both parties shall meet within fifteen (15) school days of the notice being received.
 2. No changes can be made to this Agreement without the mutual consent of the parties; nor can any changes be made without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

L31:00 RETURN TO WORK/ACCOMMODATION

- L31:01 The employer, the union, and the employee shall meet to develop cooperatively a modified return to work and/or accommodation program.
- L31:02 An employee/member has the right to union representation at any meeting where a return to work/accommodation program is being discussed. The employer shall notify the employee/member of this right.

APPENDIX A

Effective September 1, 2019								
	Group 1	Daily	Group 2	Daily	Group 3	Daily	Group 4	Daily
0	\$50,199	\$258.76	\$52,263	\$269.40	\$56,383	\$290.63	\$59,059	\$304.43
1	\$53,056	\$273.48	\$55,451	\$285.83	\$59,840	\$308.45	\$62,821	\$323.82
2	\$55,915	\$288.22	\$58,643	\$302.28	\$63,301	\$326.29	\$66,580	\$343.20
3	\$58,776	\$302.97	\$61,829	\$318.71	\$66,761	\$344.13	\$70,341	\$362.58
4	\$61,629	\$317.68	\$65,015	\$335.13	\$70,216	\$361.94	\$74,102	\$381.97
5	\$64,490	\$332.42	\$68,205	\$351.57	\$73,681	\$379.80	\$77,863	\$401.36
6	\$67,345	\$347.14	\$71,393	\$368.01	\$77,137	\$397.61	\$81,620	\$420.72
7	\$70,204	\$361.88	\$74,583	\$384.45	\$80,598	\$415.45	\$85,381	\$440.11
8	\$73,062	\$376.61	\$77,774	\$400.90	\$84,058	\$433.29	\$89,142	\$459.49
9	\$75,920	\$391.34	\$80,966	\$417.35	\$87,517	\$451.12	\$92,903	\$478.88
10	\$78,905	\$406.73	\$84,190	\$433.97	\$91,227	\$470.24	\$97,034	\$500.18
11	\$82,366	\$424.57	\$87,883	\$453.01	\$95,230	\$490.88	\$101,297	\$522.15
Effective September 1, 2020								
	Group 1	Daily	Group 2	Daily	Group 3	Daily	Group 4	Daily
0	\$50,701	\$261.35	\$52,786	\$272.09	\$56,947	\$293.54	\$59,650	\$307.47
1	\$53,587	\$276.22	\$56,006	\$288.69	\$60,438	\$311.54	\$63,449	\$327.06
2	\$56,474	\$291.10	\$59,229	\$305.30	\$63,934	\$329.56	\$67,246	\$346.63
3	\$59,364	\$306.00	\$62,447	\$321.89	\$67,429	\$347.57	\$71,044	\$366.21
4	\$62,245	\$320.85	\$65,665	\$338.48	\$70,918	\$365.56	\$74,843	\$385.79
5	\$65,135	\$335.75	\$68,887	\$355.09	\$74,418	\$383.60	\$78,642	\$405.37
6	\$68,018	\$350.61	\$72,107	\$371.69	\$77,908	\$401.59	\$82,436	\$424.93
7	\$70,906	\$365.49	\$75,329	\$388.29	\$81,404	\$419.61	\$86,235	\$444.51
8	\$73,793	\$380.38	\$78,552	\$404.91	\$84,899	\$437.62	\$90,033	\$464.09
9	\$76,679	\$395.25	\$81,776	\$421.53	\$88,392	\$455.63	\$93,832	\$483.67
10	\$79,694	\$410.79	\$85,032	\$438.31	\$92,139	\$474.94	\$98,004	\$505.18
11	\$83,190	\$428.81	\$88,762	\$457.54	\$96,182	\$495.78	\$102,310	\$527.37
Effective September 1, 2021								
	Group 1	Daily	Group 2	Daily	Group 3	Daily	Group 4	Daily
0	\$51,208	\$263.96	\$53,314	\$274.81	\$57,516	\$296.47	\$60,247	\$310.55
1	\$54,123	\$278.98	\$56,566	\$291.58	\$61,042	\$314.65	\$64,083	\$330.32
2	\$57,039	\$294.02	\$59,821	\$308.36	\$64,573	\$332.85	\$67,918	\$350.09
3	\$59,958	\$309.06	\$63,071	\$325.11	\$68,103	\$351.05	\$71,754	\$369.87
4	\$62,867	\$324.06	\$66,322	\$341.87	\$71,627	\$369.21	\$75,591	\$389.64
5	\$65,786	\$339.10	\$69,576	\$358.64	\$75,162	\$387.43	\$79,428	\$409.42
6	\$68,698	\$354.11	\$72,828	\$375.40	\$78,687	\$405.60	\$83,260	\$429.18
7	\$71,615	\$369.15	\$76,082	\$392.18	\$82,218	\$423.80	\$87,097	\$448.95
8	\$74,531	\$384.18	\$79,338	\$408.96	\$85,748	\$442.00	\$90,933	\$468.73
9	\$77,446	\$399.21	\$82,594	\$425.74	\$89,276	\$460.19	\$94,770	\$488.51
10	\$80,491	\$414.90	\$85,882	\$442.69	\$93,060	\$479.69	\$98,984	\$510.23
11	\$84,022	\$433.10	\$89,650	\$462.11	\$97,144	\$500.74	\$103,333	\$532.64

FULL-TIME EQUIVALENT ALLOCATIONS

ASSIGNMENT	FTE STATUS
1 period	0.166
2 periods	0.333
3 periods	0.500
4 periods	0.666
5 periods	0.833
6 periods	1.000

**KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD
OCCASIONAL TEACHER PROBATIONARY AND PERFORMANCE APPRAISAL REPORTS**

The Elementary and Secondary Occasional Teacher Collective Agreements provide a probationary period of twenty-five (25) teaching days (a teaching day may be less than 1.0) as a probationary period for Qualified and Unqualified occasional Teachers. During this period, it is important for both the occasional Teacher and the principals/administration to evaluate the occasional Teachers' success in the position and determine the individual's suitability for permanent employment.

The Appraisal forms may also be utilized at the initiation of either the Principal/Vice Principal or the occasional Teacher to evaluate the occasional Teacher's performance either while in a Long Term Assignment or while doing daily work beyond the probationary period. (see below)

FORM A PROBATIONARY OCCASIONAL TEACHER APPRAISAL REPORT

This form is to be utilized for newly appointed occasional Teachers working in daily and/or Long Term Occasional assignments.

FORM B LONG TERM OCCASIONAL TEACHER APPRAISAL REPORT

This form is to be utilized for occasional Teachers working in Long Term Occasional assignments (including Probationary Long Term Occasional Teachers – see #3.b) below)

FORM C DAILY OCCASIONAL TEACHER APPRAISAL REPORT

This form is to be used for Occasional Teachers who have completed 25 full days of Occasional Teaching.

PROCEDURES

1. Human Resources will provide a copy of these forms to newly appointed Occasional Teachers in their hiring package.
2. It is the responsibility of the probationary Occasional Teacher to advise the Principal, Vice Principal or the school that they are a probationary Occasional Teacher and to request that the Principal/Vice Principal sign off the competencies after the assignment.
3. a) For probationary daily occasional Teachers, two evaluations must be completed within the first twenty-five (25) working days.

- b) For probationary long term occasional Teachers one Probationary Occasional Teacher Appraisal Report is required within the first 25 teaching days. Additionally, the Long Term Occasional Teacher Appraisal Report should be completed prior to the end of the Long Term Occasional assignment.
- 4. In any of the appraisal processes, a pre-observation meeting may occur between the Occasional Teacher and the Principal/Vice Principal prior to or on the day of the observation to discuss the competencies. The Principal/Vice Principal will conduct an observation and a post-observation meeting will be held to discuss areas of weakness and strategies for improvement and sign off the competencies.
- 5. The Principal and the occasional Teacher should retain a copy of the signed off form and the Principal should submit a copy to Human Resources by fax at 223 1299.
- 6. In the case of Probationary Occasional Teachers, where concerns are identified, the probationary period may be extended and/or the occasional Teacher's employment may be discontinued.
- 7. Once the probationary daily occasional Teacher has worked for twenty-five (25) teaching days and 2 reports have been completed, the forms are to be returned to Human Resources for their personnel file.
- 8. If as of fifteen (15) full time equivalent days worked, the probationary Occasional Teacher has not been appraised, he/she must contact the Human Resources Office and their union representative to obtain assistance in getting the forms completed. Human Resources will contact the Principal(s) involved to have the evaluation completed within the remaining ten (10) days. The Probationary Period will not be extended if the occasional Teacher has followed the procedures and is still unable to obtain two appraisals.
- 9. Where a Principal/Vice Principal has determined that the overall rating for the Occasional Teacher is "Needs Improvement" the Principal/Vice Principal, together with the Occasional Teacher, a bargaining unit representative and the Human Resources Manager will develop an Improvement Plan using the attached template.

FORM A PROBATIONARY OCCASIONAL TEACHER APPRAISAL REPORT

Page 1 of 1

Name: _____ Date of Classroom Observation: _____

School: _____ Evaluator: _____

AREAS FOR EVALUATION	PRINCIPAL COMMENTS	DATE & FTE	PRINCIPAL COMMENTS	DATE & FTE
Demonstrates care and respect for pupils by maintaining positive interactions				
Promotes polite and respectful pupil interactions				
Communicates information from a bias-free, multi-cultural perspective				
Uses a variety of appropriate techniques to engage pupils				
Uses appropriate strategies to manage discipline				
Develops clear and achievable classroom expectations with pupils				
Models and promotes effective communication skills				
Demonstrates an overall positive, professional attitude				
Demonstrates professionalism in relevant areas including appropriate dress, confidentiality, punctuality and initiative				
Provides assistance to students in a positive manner				

OVERALL RATING: Satisfactory ☐ Needs Improvement ☐

PRINCIPAL/VICE PRINCIPAL ADDITIONAL COMMENTS: _____

EMPLOYEE'S COMMENTS: _____

Principal Signature

Employee Signature

FORM B
LONG TERM OCCASIONAL TEACHER APPRAISAL REPORT

Name: _____ Subject/Grade: _____

School: _____ Date of Classroom Observation: _____

Evaluator: _____ Duration of Assignment: _____

CATEGORY	S	NI	NA
Satisfactory [S] Needs Improvement [NI] Not Applicable [NA]			
1) COMMITMENT TO STUDENTS AND STUDENT LEARNING			
A) Treat all pupils equitably and with respect			
• Models and promotes care, respect, fairness			
• Communicates information from a bias free multicultural perspective			
• Addresses student learning in a variety of ways			
• Responds to learning exceptionalities and special needs			
B) Establishes an environment that supports student learning and achievement			
• Provides safe, supportive learning environment			
• Is on time, organized and prepared for the day			
• Follows plans and schedules left by absent Teacher, if applicable			
• Provides feedback to absent Teacher or administrator as required			
2) PROFESSIONAL KNOWLEDGE			
A) Knows subject matter, Ontario curriculum, education-related legislation			
• Demonstrates knowledge of subject material			

CATEGORY					
Satisfactory [S]	Needs Improvement [NI]	Not Applicable [NA]	S	NI	NA
<ul style="list-style-type: none"> Uses a variety of effective resources to enhance learning 					
B) Knows the factors that affect pupil learning and achievement					
<ul style="list-style-type: none"> Demonstrates knowledge of students' learning styles 					
<ul style="list-style-type: none"> Demonstrates understanding needs of age group taught 					
<ul style="list-style-type: none"> Able to access appropriate resources 					
3) TEACHER PRACTICE					
A) Uses a variety of effective teaching strategies					
<ul style="list-style-type: none"> To use balanced literacy strategies across the curriculum 					
<ul style="list-style-type: none"> Uses technology where appropriate to improve teaching practice 					
<ul style="list-style-type: none"> Promotes student use of higher order thinking skills 					
<ul style="list-style-type: none"> Uses a variety of assessment tools and data to plan lessons 					
<ul style="list-style-type: none"> Participates in school routines 					
B) Conducts ongoing Assessment					
<ul style="list-style-type: none"> Marks assigned work in a timely manner 					
<ul style="list-style-type: none"> Collects appropriate data on student performance and keeps records of student achievement 					
<ul style="list-style-type: none"> Effectively communicates student performance with students and parents/guardians 					
C) Uses program modifications to meet varying needs of students					
<ul style="list-style-type: none"> Respects student diversity 					

CATEGORY			S	NI	NA
Satisfactory [S]	Needs Improvement [NI]	Not Applicable [NA]			
• Uses appropriate and varied instructional methods					
• Responds to various learning styles and needs of students					
D) Uses a variety of effective classroom management strategies					
• Demonstrates appropriate classroom management skills					
• Uses appropriate language					
• Engages students in learning					
• Monitors student behaviour and responds appropriately					
• Communicates directions and expectations clearly					
• Corrects behaviours using appropriate strategies					
4) COMMITMENT TO SCHOOL COMMUNITY					
• Collaborates with colleagues, parents, etc., to enhance student learning and program					
• Maintains positive professional relationships with staff and administration					
• Demonstrates initiative					
Overall Rating: Satisfactor <input type="checkbox"/> Needs Improvem <input type="checkbox"/>					

Name: _____

EVALUATOR'S COMMENTS

I have attached recommended improvement strategies ☐

Evaluators Name:

Position:

Evaluators Signature:

Date:

Occasional Teacher's Comments:

This is to certify that I have read this report and have received a copy ☐

I have attached additional comments/documentation ☐

Occasional Teacher's Name:

Occasional Teacher's Signature:

Date:

Original: Human Resources
Copy: Occasional Teacher
Principal

**LETTER OF AGREEMENT #1
THE KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD
(hereinafter called “The Board”)
And
THE ELEMENTARY TEACHERS FEDERATION OF ONTARIO
KEEWATIN-PATRICIA ELEMENTARY OCCASIONAL TEACHERS LOCAL
(hereinafter called the “Local”)**

RE: Electronic Timesheets

The Board agrees to investigate the feasibility of timesheets for Daily Occasional and Long Term Occasional Teachers to be completed and submitted electronically using the call in system.

The Board shall consult and consider input from the Local prior to the implementation of electronic submission of timesheets, with the intent of implementation prior to August 31, 2022.

AGREEMENT OF CONTRACT

It is hereby certified that this agreement has been drafted according to the terms and conditions agreed upon by the negotiating committees appointed by the Keewatin-Patricia District School Board and The Ontario Secondary School Teacher's Federation Northern Shield Occasional Teachers' Bargaining Unit at a meeting held on November 12, 2020. It is further certified that this agreement was ratified by the Keewatin-Patricia District School Board on November 23, 2020, and The Northern Shield Occasional Teachers' Bargaining Unit on December 9, 2020.

Dated at Dryden, Ontario, January 25, 2021

**FOR THE KEEWATIN-PATRICIA
DISTRICT SCHOOL BOARD (KPDSB)**


Jocelyn Bullock, Human Resources Manager


Sherri-Lynne Pharand, Director of Education

**FOR THE ONTARIO SECONDARY SCHOOL
TEACHERS FEDERATION, DISTRICT 5A NORTHERN
SHIELD OCCASIONAL TEACHERS BARGAINING
UNIT (OSSTF D5A-OTBU)**


Dave Rhind, President


Rick Wilcox, Chief Negotiator

Collective Agreement

between



The Ontario Secondary School Teachers Federation
(hereinafter called the “OSSTF” or Union)
Representing
The Teachers’ Bargaining Unit (TBU) of
District 5A - Northern Shield

and



The Keewatin-Patricia District School Board
(hereinafter called the “Employer” or “Board”)

September 1, 2019

To

August 31, 2022

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PART A: CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.

- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee’s disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.

- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

Effective February 1, 2020, School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.

- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF

ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.

- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

Board	Maximum Funding Amount (a)	Employer % Co-Pay (b)
Durham DSB	\$2,654	50%
Hastings & Prince Edwards DSB	\$3,980	75%
Toronto DSB	\$2,654	50%
York Region DSB	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the

existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.

- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- J) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.

- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.

- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:

☐ Patient is capable of returning to work with no restrictions.

☐ Patient is capable of returning to work with restrictions. **Complete section 2 (A & B) & 3**

☐ I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. **Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.**

First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____
Date of Assessment: dd mm yyyy	

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)					
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):		
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table border="0"> <tr> <td> Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>): </td> <td> Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>): </td> </tr> </table>		Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):	Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):
Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):	Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):				

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <hr/> Ability to drive car <div style="display: flex; justify-content: flex-end;"> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No </div>
2B: COGNITIVE (please complete all that is applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (Examples: <i>Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy			

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

LETTER OF AGREEMENT #1

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.
- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
 - a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.

- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;

- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s

most recent yearly statement for the year ending no later than August 31, 2015.

- d. The Trust shall retain rights to the data and the copy of the software systems.

- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
 - d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
 - e. An amount of \$300 per FTE, in addition to (d) will be provided.

- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan (“OTIP”) for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group’s last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees’ Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
 - a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and

- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph l). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus

meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement

Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

PART B: LOCAL TERMS

L1:00 SCOPE

- L1:01** This Agreement shall apply to all OSSTF regular day school teachers, alternative education teachers, and continuing education teachers employed by the Board.
- L1:02** The Board recognizes the Federation as the exclusive bargaining agent of all Teachers, other than Occasional Teachers, who are assigned to one or more secondary worksites or who perform duties in respect of such schools all or most of the time. “Teachers” bears the same meaning as defined in The Education Act.

L2:00 DEFINITIONS

- L2:01** The Teachers of OSSTF District 5A, Northern Shield, shall mean the Secondary Teachers employed by the Keewatin-Patricia District School Board to teach students in courses on the day school or continuing education registers.
- L2:02** Board/Employer shall mean the Keewatin-Patricia District School Board.
- L2:03** Federation shall mean the Ontario Secondary School Teachers’ Federation or OSSTF.
- L2:04** Day, unless otherwise indicated, shall mean a school day or working day as defined in The Education Act.
- L2:05** A school year shall consist of the minimum number of days as defined in The Education Act.

L3:00 AMENDMENTS

- L3:01** Any amendment(s) to, addition(s) to, deletion(s) from this agreement shall be made in writing, upon mutual consent of the parties and any such amendment(s), addition(s) or deletion(s) shall have effect from such date as shall be mutually agreed upon.
- L3:02** Any changes to the agreement shall be subject to ratification of the membership with the exception of letters of agreement or understanding which shall be in full force and effect for the currency of the agreement.
- L3:03** A current copy of the Collective Agreement shall be maintained on the KPDSB website, including any amendment(s), addition(s), deletion(s), letter(s) of understanding, and letter(s) of agreement that are agreed upon after the ratification of this dated and signed collective agreement. If any changes occur to the original Collective Agreement, necessitating an updating of the Collective Agreement on the KPDSB website, that contains the names or any personal information that may lead to the identity of a member, it will not be included as an update on the KPDSB-HR website.

L4:00 RECOGNITION

- L4:01** The Employer recognizes the right of the OSSTF as the sole and exclusive bargaining agent for all its members employed by the Employer in accordance with the regulations established under The Education Act or hired subject to Ministry of Education approved Letters of Permission to teach students enrolled in classes or courses that could be used to fulfill the requirements for OSSD.
- L4:02** The Employer also recognizes the right of OSSTF to authorize such other advisor, agent, counsel, solicitor or duly authorized individual as the Federation deems appropriate, to represent the aforementioned teachers and to negotiate on their behalf.
- L4:03** OSSTF recognizes the right of the Employer to authorize another organization or individual, as the Employer deems appropriate, to represent the Employer and negotiate in its stead and on its behalf, informing OSSTF, in writing, whenever the need arises.
- L4:04** a) The Employer further recognizes the right of OSSTF to represent a member at any meeting when the conduct or competence of the member is being considered, any meeting with a member where an investigation of allegations of misconduct or incompetence is taking place or discussion on return-to-work accommodation is taking place. Further to this, the employer shall inform the employees of their right to OSSTF representation and that the employer shall inform the OSSTF Bargaining Unit President of the meeting in advance.
- b) An employee has the right to request representation from the Union during any meeting with the employer.
- L4:05** Both parties recognize that there shall be no strike or lockout, as defined by the Labour Relations Act, during the currency of this agreement.
- L4:06** The Board recognizes that only Vice-Principals, Principals and Supervisory Officers may evaluate teachers.
- L4:07** The Board agrees that comments made by students and/or parents in reference to a teacher, where such comment is deemed negative, shall have the teachers name redacted on those report cards or IEPs.
- L4:08** The Board recognizes that all appendices and letters of agreement attached to the agreement shall form part of the agreement.
- L4:09** Employees appointed to Board/worksite committees by the Board shall not have any official status as OSSTF representatives on the committee without OSSTF authorization. The Bargaining Unit has the sole right to appoint OSSTF members who represent OSSTF to OSSTF-Board/worksite committees.
- L4:10** The Board agrees to provide a copy of this agreement to each member within thirty (30) days of signature by both parties, and to newly hired teachers within ten (10) working days of the teacher's first work day.

- L4:11** The Board agrees to provide each newly hired teacher with a written acknowledgement of time and date of hire for the purposes of seniority and the College of Teachers.
- L4:12** The Board shall consult with the Federation prior to implementing or changing any policy and/or procedure that has a direct impact on secondary teachers.
- L4:13** The Bargaining Unit has a right and responsibility to know the identities, qualifications, and location of its members. The Board agrees to submit this information in writing (staff updates including all leaves, resignations, retirements, and new hires) to the TBU Benefits' Officer and TBU President at the beginning of each semester and within two (2) weeks of any staffing change.
- L4:14** The President of the Bargaining Unit shall notify the Employer in writing of the names of its representatives as follows: Executive Officers and Branch Presidents, and respective contact numbers, following the biannual elections or subsequent changes.
- L4:15** At the discretion of the Board the Union shall be allowed to carry out Union business on the Employer's premises.
- L4:16** At the Board's discretion, the Union may be allowed to use the Employer's courier, e-mail systems and fax machines located in the workplace for the purpose of communications between the Union and its members. Such use shall be at no cost to the Union.
- L4:17** Upon request, the OSSTF bargaining unit president shall be informed of the names of all internal applicants, the names of members shortlisted for an interview and the name of the successful applicant for all TBU job postings including Teaching positions, PAR and/or Athletic Director positions as well as Central Special Assignment positions.

L5:00 PURPOSE

- L5:01** It is the intent of the parties to set forth in this collective agreement, salaries, allowances, benefits and certain of the conditions of employment which govern the teachers who are covered by the agreement.

L6:00 RIGHTS AND RESPONSIBILITIES

- L6:01**
- a) The Union acknowledges that it is the exclusive function of the Employer to administer and manage all affairs of the Board; maintain order, discipline and efficiency; hire, discharge, direct, transfer, classify, promote, demote or discipline employees provided any claim that the Employer has exercised the above rights in a manner inconsistent with the terms of this agreement may be the basis of a grievance.
 - b) The Employer agrees that it will not exercise its management rights in a manner that is in bad faith, or that is inconsistent with the terms and provisions of this Agreement or the prevailing statutes governing education and labour in the province of Ontario.

- L6:02** Management Rights: Teachers recognize that all the rights heretofore exercised by the Board are reserved to and vested exclusively in the Board unless specifically limited by this Agreement.
- L6:03** Both parties to this Agreement agree to abide by all applicable laws and regulations including but not limited to the Ontario Human Rights Code, the Canadian Charter of Rights and Freedoms, the Ontario Labour Relations Act, the Municipal Freedom of Information and Protection of Privacy Act and the Ontario Employment Standards Act (2000).
- L6:04** No teacher who has completed the probationary period shall be disciplined or dismissed without just cause. A lesser standard than that of just cause shall apply to a teacher who has not completed the probationary period.
- L6:05** The Board shall collect and manage personal documents and information including criminal background checks, in a secure manner that provides for confidentiality and privacy for employees, and accessible only to the Director of Education, Manager of Human Resources or Designated staff (such personnel shall not be members of the bargaining unit). The Board shall pay all costs associated with the member providing a criminal background check in accordance with Regulation 521 as it pertains to existing staff provided they use the Board Designated Collection Method.
- L6:06** The Board shall not release any information about a teacher obtained pursuant to Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal obligations.

L7:00 GRIEVANCE AND ARBITRATION PROCEDURE

L7:01 Definitions and general procedures:

- a) Grievance - a grievance shall be defined as any dispute arising from the interpretation, application, administration or alleged contravention of this agreement, including any questions as to whether the matter is arbitrable.
- b) Statement of Grievance - the Statement of Grievance must be in writing and contain the following:
 - i) A description of how the alleged dispute is in violation of the agreement including the identification by specific reference to all provisions of the agreement alleged to be violated, if applicable, and
 - ii) a statement of the facts to support such grievance, and
 - iii) the relief sought, and
 - iv) the signature of the duly authorized official of the party making the grievance.

- c) Parties - for the purposes of this procedure shall mean:
 - i) The Keewatin-Patricia District School Board, and
 - ii) OSSTF.
- d) The parties recognize that each party may elect to be represented by counsel or representatives of their respective organizations at any stage of the grievance and/or arbitration procedure.
- e) The time limits specified in the grievance procedure may be extended by mutual agreement, in writing, between the parties following the initiation of the grievance. One or more steps in the grievance procedure may be omitted for a particular grievance with the written consent of the parties.
- f) Receipt of notification shall be deemed to be the date of personal delivery (including e-mail with “read receipt”) to the party concerned.
- g) An arbitrator or arbitration board may extend the time for the taking of any step in the grievance procedure under a collective agreement, despite the expiration of the item, where the arbitrator or arbitration board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.
- h) Both parties agree to respect the timelines outlined herein.
- i) A grievance may be launched by either party beginning at arbitration if the dispute is not resolved by informal discussion between the parties.
- j) The grievance may be withdrawn at any time by the party submitting the grievance by providing written notification to the other party.
- k) All written grievance correspondence from the Union shall be forwarded to the Director through the office of the Human Resources Manager. All written grievance correspondence from the Board shall be forwarded to the TBU President through the office of the TBU Grievance Officer.

L7:02 Step 1 - Informal Procedure

- a) If a teacher claims to have a complaint, the teacher and the OSSTF Branch President, or Designate, shall discuss the complaint with the individual whose action gave rise to the complaint, and the Director of Education, or Designate, within ten (10) days of becoming aware of the occurrence giving rise of the incident. An attempt shall be made to resolve the complaint informally.
- b) If the complaint is not resolved informally, the issue shall proceed to Step 2, unless withdrawn by the grievor, or placed on the Agenda, with mutual consent of the parties, for the next Joint Relations Committee meeting (JRC) for a round table discussion with the purpose of resolving the conflict locally.

L7:03 Step 2 - Director of Education

- a) The Bargaining Unit shall submit a Statement of Grievance to the Director of Education, or Designate, within ten (10) days of the failure to resolve the issue informally, in Step One, including through the JRC meeting process.
- b) The Director of Education or Designate shall forward their written decision to the grievor(s) within ten (10) days of receipt of the Statement of Grievance.
- c) The Board may initiate a formal, written grievance on the form outlined in Appendix B, with the President of the Bargaining Unit or Designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.
- d) The Bargaining Unit may initiate a formal written grievance on the form outlined in Appendix B, with the Director or Designate, who shall answer the grievance in writing within ten (10) days after the receipt of the grievance.

L7:04 Arbitration

If the grievance is not resolved through the grievance procedure above, the party desiring arbitration shall notify the other party, in writing, within ten (10) days of the date of the Board's Step 2 response of its desire to submit the difference or allegation to arbitration. Every attempt shall be made within ten (10) days to obtain an arbitrator that is acceptable to both parties to act as a single arbitrator. If, however, this cannot be done, then each party shall have ten (10) days to name its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within ten (10) days of their appointments, appoint a third person who shall be chair. If either party fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within ten (10) days, either party may request the appointment of an arbitrator by the Ministry of Labour. The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chair governs. The Arbitrator or Arbitration Board, as the case may be, shall not by his or their decisions add to, delete from, modify or otherwise amend the provisions of the agreement.

L7:05 Should the investigation or processing of a grievance require that an involved member and/or Bargaining Unit representative be released from regular duties at the request of the Board, the member and/or representative shall be released without loss of salary, benefits, seniority or Federation release time, which would have been accrued by the member had such release not been required.

L7:06 The standard form attached as Appendix B shall be used in the filing of grievances.

L8:00 SALARY GRID

- L8:01** a) The effective date for annual grid advancements shall be the first day of the school year.
- b) For the term of this collective agreement salary increases shall be as follows:

Effective September 1, 2019				
	Group 1/ Category A1	Group 2/ Category A2	Group 3/ Category A3	Group 4/ Category A4
0	\$50,199	\$52,263	\$56,383	\$59,059
1	\$53,056	\$55,451	\$59,840	\$62,821
2	\$55,915	\$58,643	\$63,301	\$66,580
3	\$58,776	\$61,829	\$66,761	\$70,341
4	\$61,629	\$65,015	\$70,216	\$74,102
5	\$64,490	\$68,205	\$73,681	\$77,863
6	\$67,345	\$71,393	\$77,137	\$81,620
7	\$70,204	\$74,583	\$80,598	\$85,381
8	\$73,062	\$77,774	\$84,058	\$89,142
9	\$75,920	\$80,966	\$87,517	\$92,903
10	\$78,905	\$84,190	\$91,227	\$97,034
11	\$82,366	\$87,883	\$95,230	\$101,297

Effective September 1, 2020				
	Group 1/ Category A1	Group 2/ Category A2	Group 3/ Category A3	Group 4/ Category A4
0	\$50,701	\$52,786	\$56,947	\$59,650
1	\$53,587	\$56,006	\$60,438	\$63,449
2	\$56,474	\$59,229	\$63,934	\$67,246
3	\$59,364	\$62,447	\$67,429	\$71,044
4	\$62,245	\$65,665	\$70,918	\$74,843
5	\$65,135	\$68,887	\$74,418	\$78,642
6	\$68,018	\$72,107	\$77,908	\$82,436
7	\$70,906	\$75,329	\$81,404	\$86,235
8	\$73,793	\$78,552	\$84,899	\$90,033
9	\$76,679	\$81,776	\$88,392	\$93,832
10	\$79,694	\$85,032	\$92,139	\$98,004
11	\$83,190	\$88,762	\$96,182	\$102,310

Effective September 1, 2021				
	Group 1/ Category A1	Group 2/ Category A2	Group 3/ Category A3	Group 4/ Category A4
0	\$51,208	\$53,314	\$57,516	\$60,247
1	\$54,123	\$56,566	\$61,042	\$64,083
2	\$57,039	\$59,821	\$64,573	\$67,918
3	\$59,958	\$63,071	\$68,103	\$71,754
4	\$62,867	\$66,322	\$71,627	\$75,591
5	\$65,786	\$69,576	\$75,162	\$79,428
6	\$68,698	\$72,828	\$78,687	\$83,260
7	\$71,615	\$76,082	\$82,218	\$87,097
8	\$74,531	\$79,338	\$85,748	\$90,933
9	\$77,446	\$82,594	\$89,276	\$94,770
10	\$80,491	\$85,882	\$93,060	\$98,984
11	\$84,022	\$89,650	\$97,144	\$103,333

L8:02 Special Allowances

a) Allowance for Master's Degree

Effective September 1, 2019	\$1,023.09
Effective September 1, 2020	\$1,033.32
Effective September 1, 2021	\$1,043.65

b) Teachers receiving special allowances for extra qualifications or degrees under the terms and conditions of the three pre-existing collective agreements shall continue to receive those allowances.

c) Allowance for extra undergraduate degree (excluding B.Ed.) shall be grand parented for those employees on staff as of September 30, 2000.

Effective September 1, 2019	\$667.28
Effective September 1, 2020	\$673.95
Effective September 1, 2021	\$680.69

L8:03 Salary Payment

a) The Parties agree that the following will apply for payroll until the parties ratify a new collective agreement or have agreed otherwise.

Teachers earn salary at the rate of 1/194 of annual salary per day worked if time worked is less than a full year.

The annual salary rate of a part-time teacher shall be prorated based on the annual salary rate of a full-time teacher having the same qualifications and experience.

Payment of salary will be made in twelve (12) equal installments as follows:

September	(first working day)	1 installment
September	(third last working day)	1 installment
October	(" ")	1 installment
November	(" ")	1 installment
December	(" ")	1 installment
January	(" ")	1 installment
February	(" ")	1 installment
March	(" ")	1 installment
April	(" ")	1 installment
May	(" ")	1 installment
June	(" ")	<u>2 installments</u>
		12 installments

Any deduction for short term absences will be calculated at a daily rate of 1/200 of annual salary.

Where a teacher is employed for less than a school year, any adjustment required in converting salary entitlement to the payment schedule will be made on the first or final payment as appropriate.

Payments will be deposited directly to the individual teacher's bank account as indicated by the teacher.

Payment of salary for part-time teachers will be made in accordance with the payment schedule on a prorated basis as determined by the fraction of the full-time teaching assignment being taught.

Effective with the first pay in January 2021 employees shall be paid on a bi-weekly pay schedule throughout the calendar year. It is agreed and understood that payments made between the period of September 1st through August 31st will reflect the time worked in the current school year. Upon implementation, adjustments will occur based on pay received to date.

- b) The Parties agree the Board shall deduct, for every pay period and for each teacher, Union dues and any dues deductible. Bargaining Unit dues deducted in accordance with this Article shall be forwarded to the Treasurer of OSSTF within thirty (30) days of the dues being deducted. The Union shall inform the Board from time to time, of the amount of such dues calculated on a uniform basis.

The payment shall be accompanied by a due's submission list showing the names, SIN, and dues deducted. Upon the request of the Union, at the beginning of each school year the Board will provide the annual salary of each teacher.

The Union shall indemnify and hold the Board harmless from any claims, suits, and attachments and from any liability as a result of such deductions authorized by the Union.

- c) An Employee Self Serve Portal will be established and maintained by the Board that will enable each teacher to obtain their own personal information outlined below. If the portal is not able to provide this information, on or before September 30th, and on or before February 15th, the Board shall provide to each teacher, a letter listing the following information:
 - i) Grid placement (classification & experience)
 - ii) Salary
 - iii) Allowances
 - iv) Sick leave credits
 - v) An explanation of the acronyms used on pay
 - vi) Pay Statements
 - vii) T4s

L9:00 LEVEL PLACEMENT

- a) The placement of teachers in their respective groups shall be determined in accordance with the Current Certification Plan of OSSTF (OSSTF Certification Evaluations have move to QECO, the Qualifications Evaluation Council of Ontario). These Certification Rating Statements or QECO Statements of Evaluation are the only statements acceptable for verification of placement on the salary schedule.
- b) Teachers who have not presented their Certification Rating Statement or Qualifications Evaluation Council of Ontario Statement of Evaluation shall be paid at the minimum of Group 1 plus any qualified teaching experience.
- c) When a course or courses which result in a group change have been completed before June 30th of the current school year, and the O.S.S.TF. Certification Rating Statement or Qualifications Evaluation Council of Ontario Statement of Evaluation has been received by the Board by August 31st of the current school year, the salary adjustment shall be retroactive to September 1 of the current school year. In no case shall this adjustment be protected beyond August 31st of the current school year.
- d) It shall be incumbent upon a teacher to provide to the Director of Education or Designate a copy of the Teachers' Certification Rating Statement or Qualifications Evaluation Council of Ontario Statement of Evaluation in order to be placed in a salary group.

L10:00 ALLOWANCE FOR TEACHER EXPERIENCE

L10:01 Calculation of Teaching Experience for Initial Placement

Teachers employed by the Keewatin-Patricia District School Board on September 1, 2008, will be deemed to be placed appropriately on the salary grid.

- a) Effective September 1, 2008, teaching time as a regular day school, elementary, secondary, public or separate school teacher in Canada, and/or with the Department of Indian Affairs and Northern Development and Indian Band Councils and/or with the Canadian Department of National Defence (including long-term occasional and continuing education teacher experience in Canada) will be recognized as qualified teaching experience for salary schedule purposes. The onus is on the teacher to provide the Board with satisfactory documentation prior to being placed at the appropriate step on the grid.
- b) A complete school year of teaching full-time shall be considered to be ten (10) months of teaching experience. Part-time or part-year teaching time will be converted to the full-time equivalent number of months of experience rounded to the nearest full month.
- c) Placement on the Salary Schedule shall be determined using the following formula:

$$\frac{\text{Total Recognized Teaching Experience in Months}}{10} = \text{Number of Years of Qualified Experience}$$

The number of years of qualified experience will be rounded to the nearest full year (i.e. anything equal to 0.5 or higher equals one full year). Implementation of this clause shall not adversely affect experience credited prior to August 31st, 1998.

- d) It is the responsibility of the teacher to present their teaching experience information no later than June 30th of the school year in which they began their employment with the Board.
- e) Effective September 1, 2020, the Board may also recognize teaching experience outside of Canada. Each case will be reviewed on an individual basis by the Director or designate. The onus is on the Teacher to request the review and to provide the Board with satisfactory documentation prior to being placed at the appropriate step on the grid. The decision of the Director or designate is final and shall not be subject to grievance.

L10:02 Calculation of Teaching Experience for Grid Progression

At the beginning of each school year, all teachers who have accumulated .5 or more years of experience (with the Keewatin-Patricia District School Board) since their last grid progression shall advance one year on the grid.

L10:03 Geographical Allowance

Teachers employed in the Red Lake and Pickle Lake Attendance Areas shall receive an annual \$750.00 geographical allowance (pro-rated to FTE) to offset the higher costs of teaching in these Attendance Areas and to promote recruitment and retention of staff. The allowance shall be paid on the first pay date of each school year.

Effective September 1, 2019	\$757.50
Effective September 1, 2020	\$765.08
Effective September 1, 2021	\$772.73

L11:00 RELATED EXPERIENCE

- L11:01** An allowance for trade or business experience will be paid to a teacher who is teaching in the area of technological or business studies and whose basic qualifications for admission to a college or faculty of education were technological or business qualifications rather than academic.
- L11:02** For teachers employed as of September 1st, 1998, any recognized related trade or business experience shall continue.
- L11:03** Effective September 1st, 2002, each year of the related experience in excess of the minimum requirements set out in the Regulations of The Education Act will be recognized to a maximum in grid category for salary purposes. At the Board's discretion, additional experience for salary purposes may be recognized.
- L11:04** Years of related experience will be equated to qualified teaching experience on a one-to-one basis to a maximum in grid category (Effective September 1st, 2002). Related experience must be certified by the previous employer(s). Other proof of related experience acceptable to the Director of Education or Designate may be used for this purpose.
- L11:05** The years recognized for related experience will be added to the years recognized for base experience.
- L11:06** A documented request for related experience allowance must be presented to the Director or Designate by May 31st in order for the salary adjustment to be retroactive to September 1st of that school year.

L12:00 POSITIONS OF ADDED RESPONSIBILITY

- L12:01** PAR means Position of Added Responsibility.
- L12:02** The following structure shall be used for staffing PAR and AD for the 2020-2021 & 2021-2022 school years

	PAR	AD
Beaver Brae SS	5	1
Crolancia School	0	0
Dryden HS	6	1
Ignace HS	1	1
Red Lake DHS	3	1
Sioux North HS	5	1
Total positions	20	5

Effective for the 2022-2023 school year, prior to April 30, 2022, the JRC will meet to discuss the number and allocation of PAR positions (including Athletic Director positions) based on a formula of $9/1000 = x/\text{projected ADE}$ (rounded to the nearest 0.5). This is subject to any changes to the funding formula. Discussions will occur within the framework of the funding in place as of April 30, 2022.

L12:03 All PAR appointments will have two (2) year terms.

L12:04 Postings for PAR positions will occur prior to April 30th in the school year in which they expire. These positions shall be posted for one (1) week prior to any interviews/selection process for the positions. The person holding a PAR position may re-apply for the position. (postings for 2020-2021 will occur in the first week of school).

L12:05 The school-based PAR structures may include the following curriculum subject groupings. Additional or alternative combinations of the following groupings may be determined by the School Leadership Team.

The following subject grouping will form a guideline for the structure:

Languages (F, L) and Native Studies (N), including French, Ojibwe, Native Studies

Mathematics (M), including Numeracy

Business (B) and Technological Studies (T, I), including Transportation, Construction, Communications, Hospitality Services, Computer Science, Computer Applications, Tech & Design, Accounting, Information Technology, Specialist High Skills Major

Fine & Performing Arts (AV, AD, AM), including Drama, Visual Arts, Music

Applied Sciences (S), including Physics, Chemistry, Biology, General Sciences

Special Education & Student Services including Special Education (K, RCW), Guidance & Student Services (GL, GP), Career Studies, Leadership, Not for Credit (K) courses

English (E), including Media Studies, Literacy

Social Sciences (CG, CH, CL) and Humanities (H), including History, Geography, Family Studies, Philosophy, Civics, World Religions

Physical & Health Education (P), including Kinesiology, Outdoor/Environmental Education

Alternative Education Programs, including ILC Programs, Connections, eLearning, PASS, UAP, Co-operative Education, Credit Recovery, Section 23, OYAP and any new Alternative Education Program that may be created over the life of this collective agreement.

L12:06 a) A specialist or honour specialist qualification in one or more of the subjects taught in the area, will be an important consideration in appointing teachers to PAR positions.

b) A minimum of five (5) years of teaching experience is preferred to be eligible to hold a PAR position.

L12:07 School Leadership Team

The School Leadership Team will be comprised of all PARs within a school, the Principal and the Vice Principal and other relevant staff at the discretion of the school administration.

The School Leadership Team will meet on a regular basis (as agreed by the membership), throughout the school year and will be responsible for the following:

- a) Develop and influence school specific goals for School Improvement Planning, student achievement, and making connections between Ministry, Board and school goals;
- b) Assist with the coordination and development of exams and assessment practices to ensure consistency with Growing Success;
- c) Provide input into school organization (staffing, calendars, course offerings, budget, capital projects);
- d) Assist with transitions planning to and from secondary school;
- e) Participate in the planning of school/department professional development;
- f) Facilitate and support the curricular work of departments, including the development of long range plans for programs and courses;
- g) Develop the PAR/AD Structure for the school for submission to the JRC.

L12:08 PAR And Athletic Director Responsibilities

Teachers in a PAR shall work closely with school administrators to lead the instructional program, build capacity within their Departments and set direction to support school improvement. This includes but is not limited to

- a) participating as an active member of the School Leadership Team;
- b) assisting the Principal by recommending the assignments and timetable allotments of the teaching staff in implementing the academic program in their area;
- c) through input from the staff in their Department, bring forward recommendations concerning timetable offerings for students;
- d) provide direct assistance and mentorship to the teachers in their area;
- e) make recommendations to the Principal regarding budget, equipment and/or facility requirements in their area;
- f) provide a process/structure for collaboration and support of the department and school goals;

g) Athletic Directors will oversee the NorWossa and NWossa schedules and related responsibilities;

h) perform other duties as agreed upon by the JRC.

L12:09 Teachers in a PAR shall not perform any aspect of a performance evaluation on another member.

L12:10 Positions of Added Responsibility and Athletic Director.

Effective September 1, 2019\$5,313.06

Effective September 1, 2020\$5,366.19

Effective September 1, 2021\$5,419.85

L12:11 The contractual requirements for the distribution of alternative professional assignments shall apply, including supervisions, on-calls, student and staff mentoring.

L12:12 The PAR structure shall be re-evaluated by the School Leadership Team for submission to the JRC at the end of a two (2) year term with changes made where necessary.

L12:13 In the event of a permanent vacancy in a PAR position before the end of the two year term, the position will be posted for one (1) week prior to any interviews/selection process for the position. Appointments will be for the remainder of the two year term of the original position.

L12:14 In the event of a temporary vacancy in a PAR position, the position will be posted for one (1) week prior to any interviews/selection process for the position. The position will be a term position until the return of the incumbent or for the remainder of the two year term of the original position, whichever occurs first.

L12:15 A teacher holding a PAR shall not simultaneously hold a SAT position. An individual holding a SAT position may be appointed to a PAR when no suitable candidate applies.

L13:00 ACTING ADMINISTRATIVE POSITIONS

L13:01 Teachers Seconded to Perform Vice-Principal Duties on a Temporary Basis

a) Subject to the provisions set out below, a teacher may be seconded for an anticipated specific term of at least ten (10) regular school days to fulfill the duties of a Vice-Principal position. Such term will not exceed one school year less a day. The teacher seconded shall not be a member of the bargaining unit during the period of secondment.

b) During the period of secondment, the teacher shall participate in the teachers' benefits plan.

c) A decision of the Board to terminate a teacher's assignment to a Vice-Principal position shall not be considered disciplinary. Nothing in this article prevents a teacher from returning to their teaching duties within the Bargaining Unit, subject to a clear five (5) days notice to the Principal.

- d) Upon the termination of the secondment of between 10 days and one school year less a day, the teacher shall be placed in the teaching position held by her/him prior to the secondment, unless the position has ceased to exist, in which case the teacher will be placed in a comparable position as may be determined by the Board in consultation with the TBU president. The teacher shall resume membership in the Bargaining Unit without loss of seniority.
- e) A teacher seconded to perform the duties of a Vice-Principal shall be replaced by an occasional teacher.
- f) Where a Vice-Principal vacancy exists, the Board undertakes to attempt to fill the vacancy with a qualified candidate as soon as is practical.
- g) Secondment of a teacher to perform the duties of a Vice-Principal on a temporary basis, including the decision whether to assign a teacher at all, shall be at the sole discretion of the Superintendent of Education.
- h) The teacher will be compensated as follows: Teacher pay will stop and any pro-rating of same will occur based on time paid versus time worked as a teacher to that point in the school year. The Base VP salary will then apply for the term of the assignment. An annual vacation allocation of 30 days will be pro-rated for the period of the assignment and if not used, paid out at the end of the assignment. Additionally, should the March Break and/or Christmas Break period fall within the assignment this will be considered a paid break period at the Base VP salary rate.

L13:02 Teacher-In-Charge on a Day-to-Day basis

Where a teacher is assigned by a Principal or Vice-Principal, in advance and in writing where practical, as the teacher-in-charge of the school on a temporary basis for at least one (1) full and regular school day, but not more than nine (9) consecutive days, and in accordance with the foregoing, except with the consent of the Union, the following shall apply:

- a) A Teacher may substitute for an absent School Administrator on a temporary basis for a maximum of fifteen (15) days in a school year. For the purpose of this article, a teacher-in-charge for a half day will be deemed to be in the position for a full day.
- b) Where the teacher is assigned to be in-charge of the school on a temporary basis, they shall be released from their regular duties as a teacher.
- c) If the teacher assigned is a classroom teacher; he or she shall be replaced by an occasional teacher in respect of his or her classroom teaching assignment only. For clarification, if the assigned teacher's regular duties require him or her to be a classroom teacher for only ½ of the regular school day, then an occasional teacher replacement shall be a one-half day assignment only.
- d) Except in the case of emergency, no on-calls are to be assigned to cover the in-charge teacher's classes or supervisions.

- e) The teacher shall retain all rights as outlined in this collective Agreement
- f) The teacher acting on a day to day basis shall receive the same protection from personal liability for performance of job duties as a regular school administrator while they are in the position.
- g) The teacher shall be remunerated at 1/194 of Year 0 of the Vice Principal salary grid for each day that they are in the assignment.
- h) While a teacher is acting as a Teacher In Charge on a day to day basis, they shall not evaluate or discipline teachers or other school staff.
- i) Denial or cancellation of a Teacher In Charge assignment shall not be considered disciplinary.

L14:00 CONTINUING EDUCATION TEACHERS

L14:01 The Article specifies the salary allowances and other mutually agreed items of “Continuing Education Teachers (Secondary)” as defined by The Education Act. No other provisions of the Collective Agreement shall apply to Continuing Education teachers unless expressly indicated otherwise in this Article.

- a) Continuing Education Teacher means a teacher employed by the Board to teach a secondary school credit course established in accordance with The Education Act for which membership in the Ontario College of Teachers is required by the Regulations in combination with non-credit courses.
- b) The terms and conditions of Continuing Education Teachers do not apply to Continuing Education Instructors.
- c) A full-time Continuing Education teacher shall teach an average of six (6) hours or more per day (an average of 120 hours or more per month) for one or more semesters.

L14:02 The purpose of this Article is to specify the entitlement to salary, allowances, and other mutually agreed items. No other provisions of this Collective Agreement shall apply to Continuing Education Teachers unless expressly indicated, as follows:

a) For all Continuing Education Teachers

- L1:00 Scope
- L2:00 Definition
- L3:00 Amendments
- L4:00 Recognition
- L5:00 Purpose
- L6:00 Rights and Responsibilities
- L7:00 Grievance and Arbitration Procedure
- L8:03 2. Union Dues
- L19:00 WSIB and Employment Insurance
- L21:00 O.H.S.A.
- L27:00 Teacher Evaluation – to be developed specific to Continuing Education Teachers

b) For 0.5 FTE or greater Continuing Education Teachers:

- L15:00 Benefits
- L18:00 Leaves – Jury Duty/Summons, Bereavement, Compassionate, Quarantine, Pregnancy/Parental, Family Medical Leave, Compassionate Care Benefits, Leave of Absence – Short Term, Inclement Weather

L14:03 Continuing Education Teachers shall be paid an hourly rate as follows:

Effective August 31, 2019.....	\$44.67
Effective September 1, 2019	\$45.12
Effective September 1, 2020	\$45.57
Effective September 1, 2021	\$46.03

L14:04 Payroll Procedures

Continuing Education Teachers who are not employed as day school teachers shall be paid on a bi-weekly basis, by direct deposit into the account designated by the teacher.

L14:05 a) All Full Time Continuing Education Teachers shall have a minimum forty (40) minute uninterrupted lunch.

b) All Full Time Continuing Education Teachers shall be permitted a fifteen (15) minute paid rest period both in the first half and second half of the normal work day.

- c) For all Full Time Continuing Education Teachers, the Board recognizes the following as paid statutory holidays:

August Civic Holiday (if applicable)	
Labour Day – if applicable	Thanksgiving Day
Christmas Eve (1/2 day)	Christmas Day
Boxing Day	New Year's Eve (1/2 day)
New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day – if applicable

Should another statutory holiday be proclaimed – it shall be recognized.

- d) In no event shall a Continuing Education teacher receive less pay for statutory holidays than that provided by the Employment Standards Act and Regulations and the Ontario Education Act.
- e) A member shall not lose holiday pay if the holiday falls during an absence when sick leave credits are being used. The day will be paid as a statutory holiday rather than a sick leave day.

L14:06 At the beginning of September, the Board shall forward to the President of the Bargaining Unit, a list of Continuing Education Teachers. Names of teachers hired subsequent to September will also be forwarded, within five (5) days of the teacher accepting the Continuing Education position.

L14:07 Full Time Continuing Education Teachers may participate in professional development days with pay should the supervising Principal deem it relevant.

L15:00 BENEFIT PLANS

L15:01 Long Term Disability (LTD) is a mandatory program, with limited exclusions.

L15:02 Life, Extended Health, and Dental coverage for members covered by benefits is provided by the Employee Life and Health Trust (ELHT) in the central agreement.

L16:00 RETIREMENT GRATUITY

Retirement Gratuities were frozen as of August 31, 2012. A teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the employee had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above.

L16:01 Eligibility

To be eligible to receive a retirement gratuity a teacher must meet the following conditions:

- a) Be retiring on a regular or disability or commuted or deferred pension from the Ontario Teachers' Pension Plan.
- b) Have a minimum of ten (10) years of service with the Keewatin-Patricia District School Board and/or predecessor Board(s). The last five (5) years of service with the Board prior to August 31st of the retirement year must be continuous.

L16:02 Amount of Benefit

The amount of benefit will be calculated using the following formula:

$$\frac{\text{Years of Service to the Board (10 to 20 Years)}}{20} \times \frac{\text{Maximum 200 Unused Sick Leave Credits}}{20} \times \frac{\text{Final Annual Salary}}{2}$$

- L16:03**
- a) Should a teacher die while still employed as a teacher, an amount equivalent to the retirement benefit for which the teacher would otherwise have been eligible if the teacher had retired in accordance with Article L16:01 immediately prior to the date of death shall be paid to the beneficiary of the teacher.
 - b) One month's salary shall be paid to the beneficiary within thirty (30) days of the teacher's death. Such an amount shall be deducted from the total amount of the retirement benefit.

L16:04 Method of Payment

- a) The retirement benefit is to be paid in full within one year after the effective date, or as may be mutually agreed by the retiring Teacher and the Board. This payment can be paid in a lump sum or through installments as agreed upon between the member and the Board.
- b) In the event of the death of an eligible retiring Teacher after the effective date but before receiving the retirement benefit, the benefit shall be paid to the retiring Teacher's estate.

- L16:05** Interest on the unpaid balance shall accrue at the prime rate in effect at the time of the Board's principal financial statement.

L17:00 SICK LEAVE

L17:01 See also Central Terms: Part A - Article C9:00 Sick Leave

- L17:02**
- a) The Director of Education or Designate shall have power to do and perform all things necessary for the conduct of the sick leave credit system, including the power, subject to appeal to the Board, to allow or disallow any sick leave credit or deduction charged against the accumulated credits under this system.
 - b) Any concerns that arise to the confirmation of the number of sick days in a member's Sick Leave Credit, may be resolved through the Joint Relations Committee.
 - c) If resolution is not reached through L17:02 b), the matter shall be forwarded through Article L7:00 Grievance and Arbitration Procedure.

L17:03 The Director of Education or Designate shall keep a register in which shall be entered the Sick Leave and STLDL days, the Top Up Sick Leave Days from the previous year worked and the deductions charged against the accumulated credits.

- L17:04**
- a) After five (5) days continuous absence caused by sickness, no leave with pay shall be allowed unless a certificate of qualified medical or dental practitioner is furnished to the Director of Education or Designate verifying to the inability of the employee to attend to his or her duties.
 - b) Notwithstanding L17:04 a), the Director of Education or Designate may require an employee to submit the certificate required hereunder for a period of absence of less than five (5) days. This request shall be made within the period of absence.
 - c) The Board reserves the right to have any Employee examined and certified by another doctor.
 - d) Where a teacher is required or requested by the Board or any provision of this Agreement to provide the Board with a medical certificate prepared by a physician, practitioner, hospital or health facility, the employer will pay any associated costs directly to the service provider or to the affected teacher within 30 calendar days of receiving an invoice outlining such costs.

L18:00 LEAVES

L18:01 Jury Duty/Summons

A teacher is entitled to a paid leave of absence if ordered for jury duty or is summonsed to be a witness in a court proceeding (not including tribunals) for which the teacher is not a party. Application for such leave must be in writing to the Director of Education or Designate and must fully articulate the reasons surrounding the request.

L18:02 L.T.D. Leave

- a) If a teacher is absent due to disability and is in receipt of benefits under a LTD plan, the teacher must request and will be granted a leave of absence for up to three (3) years. Beyond three (3) years a teacher shall lose all rights established by the collective agreement unless the teacher is in a rehabilitation program or is not declared permanently disabled with no likelihood to return to work.
- b) A teacher returning from LTD will be assigned to their former school subject to the Release of Surplus Staff provisions.

L18:03 Bereavement Leave

Commencing the first working day following the day of death, an employee is allowed a leave, with pay, of up to five (5) working days on the death of a member of the employee's immediate family. Immediate family includes the employee's spouse or common-law partner with whom the employee resides, parent, children, brother, sister, parent-in-law, grandparent, grandparent-in-law, grandchildren, daughter-in-law, son-in-law, brother-in-law, sister-in-law, legal guardian. Additional travel time may be granted at the discretion of the Principal or Designate.

L18:04 Compassionate Leave

- a) Employees may be granted five (5) days, without loss of salary, in the event of a serious illness or injury of a member of the employee's immediate family. For the purposes of compassionate leave, immediate family shall include the employee's present spouse or common-law partner with whom the employee resides, parent, son, daughter, brother, sister, mother-in-law and father-in-law. Additional travel time may be granted at the discretion of the Director of Education or Superintendent.

Compassionate – Funeral Leave

- b) One (1) additional day of compassionate leave may be granted by the Principal or designate for the purpose of attending the funeral of a close friend or a family member not covered by the bereavement leave clause.

L18:05 Personal Leaves

- a) Two personal leave days, which may be four (4) half-days, per school year shall be available to each full-time teacher who works the full school year. Personal leave days taken will be without loss of salary.
- b) The scheduling of personal leave days shall be at the discretion and approval of the Principal or Designate, and may be granted after consideration is given to the best interests of the pupils, the system; and the integrity of the education programs are observed in the application of this provision.

Requests approved by the granting authority are subject to the following conditions:

- i) personal leave days will not be taken two (2) working days after the summer break;
- ii) Personal Leave Days taken at the end of the school year may be granted provided the teacher has completed all requirements and the absent teacher will not be replaced.

- iii) a teacher wishing to use a personal leave day will, when possible, give the Principal at least two (2) working days notice;
- iv) personal leave days are subject to the ability to replace the teacher.
- c) Assignments and lesson plans are to be left by the teacher going on leave.

L18:06 Quarantine

Leave with pay and without loss of benefits, experience or seniority shall be granted to an employee for a period of quarantine when declared by the Medical Officer of Health or Designate.

L18:07 Leave of Absence – Long Term

- a) At the discretion of the Board, teachers may be granted one (1) year's leave of absence without pay.
- b) Requests for leaves of absence, without pay, for more than one (1) year may be considered on their merits. Such leaves shall be for a maximum of two (2) years total.
- c) A teacher on long term leave of absence may participate in any of the Bargaining Unit's group insurance plans during the term of the leave, provided the teacher prepay, in equal installments, 100% of the applicable premiums for the term of the leave and provided a group insurance plan allows continued participation under these circumstances:
 - i) The teacher on leave, must indicate, in writing by email, on or before March 31st of the year of leave, the teacher's intention to return to the school system for the next school year.
 - ii) A teacher returning from a long-term leave of absence will be assigned to a teaching position in the school for which the leave was granted subject to the release of surplus staff provisions.
 - iii) Applications for long term leaves of absence shall be submitted to the Director of Education or Designate on or before March 31st of the current school year.

L18:08 Leave of Absence – Short Term

A short term leave of absence is defined as an absence of more than one (1) consecutive teaching day and less than one (1) school year.

The granting of short term leaves of absence with or without pay is entirely at the discretion of the Director of Education, or Designate. Salary deduction for approved leaves without pay will be at 1/200 of the teacher's annual salary rate or, at a salary deduction required to cover the cost of replacing the teacher. Such determination of salary deduction will be by the Director of Education or Designate.

If the short term leave of absence is for a period of more than twenty (20) consecutive teaching days, the following shall apply:

- a) The teacher on short term leave may continue participation in the Bargaining Unit's group insurance plans provided the teacher pays 100% of applicable premiums and provided the group insurance plan allows continued participation under these circumstances.

Applications for short term leaves of absence shall be accompanied by a written recommendation from the Principal.

A teacher granted a short term leave of absence will be assigned to the teacher's former school subject to the provisions of the section on Release of Surplus Staff.

L18:09 Deferred Salary Leave

a) Purpose

The purpose of the plan is to fund a half year or full year leave of absence. Under this plan a participating teacher agrees to work for a period of X years at a less pay than that teacher would have received based upon group placement, years of experience and any applicable allowances.

In return the Board agrees to grant the participating teacher a leave with pay.

The plan is self-financing between the Board and the teacher since the teacher takes the leave in the last year only of the plan. The plan is to run over X + 1 years.

The Teacher is expected to return to regular employment with the Board for a period at least as long as the leave.

The Board will make every reasonable effort to accommodate applications for Deferred Salary Leave. The Board reserves the right to approve or not approve participation.

b) Eligibility

- i) Any contract teacher with the Board is eligible to participate in this plan.
- ii) Both parties will ensure that programs will not be unduly affected by the teachers' participation in this plan.

c) Applications

- i) A teacher wishing to participate in this plan must submit a written application to the Principal no later than the March 31st preceding the school year in which the teacher wishes to enter the plan. The application is to be dated.
- ii) Where the collective agreement with the Board has not been settled by that date, the application date is made retroactive to September 1st of the preceding year, and the teacher has the option of making back-payments into the plan, if necessary, in order to count as the first year of the plan.

- iii) In each year of the plan, preceding the year of leave, the teacher will be paid an agreed upon percentage of the teacher's proper grid salary and applicable allowances. The remaining percentage of annual salary will be deferred and this amount will be retained for the teacher by the Board to finance the year of leave. The amount deferred in each year cannot exceed 33 1/3% of the teacher's proper salary for that year. The leave of absence must commence no later than six years after the date on which the salary deferral begins.
- iv) Each teacher submitting an application to participate in this plan shall be sent written confirmation of acceptance of his or her individual scheme or a written explanation of the reasons for the rejection of his or her individual scheme.
- v) No sick leave benefits will be paid during the year of absence nor will the eleven (11) sick days be accumulated during this year, but when the teacher returns to the Board from the leave, he/she shall be credited with the same number of accumulated sick leave top up days he/she had before going on leave.
- vi) The teacher will not be covered by Workers' Health and Safety Insurance during the year of leave.

d) Return from Leave

- i) On return from leave, the teacher will be assigned to their same or similar position.
- ii) Upon return from leave under this plan a participating teacher shall be eligible for any increase in salary other than increment and benefits that would have been received had the leave not been taken.

e) Payment Formula

- i) During the non-leave portions of the individual scheme (The "X" years), the participating teacher shall be paid their normal grid salary and allowance, less the amount set out in the individual scheme by which the participating teacher's normal grid salary and allowance are to be reduced as per L18:09 c) 3.
- ii) During the non-leave portions of the individual scheme which precede the leave, this amount shall be deducted from each monthly payment of salary according to the salary payment schedule in the Collective Agreement. The deferred salary amount shall be invested in an individual Deferred Salary Leave Plan account established by the Board for the Teacher in the Board's financial institution at the negotiated bank rate for credit interest paid. The investment will be left to accumulate for the teacher's use during the leave portion of the scheme. These funds shall not be withdrawn until commencement of the leave year or withdrawal from the plan.
- iii) Any interest earned by the Deferred Salary Leave Plan account during each calendar year will be paid to the teacher and included on a T4 or T4A for the taxation year that it is earned.

- iv) During the leave portion of the individual scheme, the balance of the account, including interest earned, will be paid to the teacher in a manner mutually agreed upon by the Board and the Teacher.

f) Conditions for Acceptance

- i) The teacher must sign a contract with the Board wherein are set out the terms and conditions of participation in the plan.
- ii) In the event that a qualified replacement cannot be hired for a teacher granted a leave, the Board may defer the year of absence for one (1) year. The Board, however, must make all reasonable attempts to find a qualified replacement and, failing which, must so notify the teacher by May 15th of the year in which the teacher is to take the leave, unless a later date is mutually agreed upon.

g) Contract

- i) A contract setting out the terms and conditions of participation in the plan must be executed.
- ii) This contract shall be enforceable between the teacher and the Board as though it were a part of this Collective Agreement.
- iii) The contract may be amended from time-to-time by mutual consent provided the amendments affect neither the length of the leave, the condition that they may prior to June 30th of the school year in which the amendment will have effect, and the leave has not yet been taken.

h) Leave

- i) Leaves granted under this plan shall normally commence on September 1st of one (1) year and end on August 31st of the following year.
- ii) The year of absence shall not entitle the teacher to increment for that year.
- iii) During the leave year the teacher will be responsible for the full costs of benefits (except Canada Pension and Employment Insurance). Fringe benefits may be maintained with the Board during the leave year if requested by the teacher, however, 100% of the premium costs must be prepaid by installments as mutually agreed upon by the teacher and the Board.
- iv) A participating teacher who withdraws from the plan under the circumstances of b) or c) above shall receive the sum accumulated in the account including interest within ninety (90) days of withdrawal.
- v) The estate of a participating teacher who dies before the commencement of leave under this plan shall receive the sum accumulated in the account including interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Director of Education or Designate. This shall also hold true should a teacher die after commencement of leave.

i) Withdrawal, Redundancy and Death

- i) A participating Teacher may not withdraw from the Plan on or after March 31st of the year in which his/her leave is to commence.
- ii) A participating Teacher may withdraw from the Plan at any time prior to March 31st of the year in which the leave is to commence by delivering written notice of withdrawal to the Human Resources Manager.
- iii) A participating Teacher who becomes redundant prior to the commencement of leave under this Plan shall be deemed to have withdrawn from the Plan.
- iv) A participating Teacher who withdraws from the Plan under the circumstances of 2. or 3. above shall receive the sum accumulated in the account including interest within ninety (90) days of withdrawal.
- v) The estate of a participating Teacher who dies before the commencement of leave under this plan shall receive the sum accumulated in the account including interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Superintendent of Business. This shall also hold true should a Teacher die after the commencement of the leave.

L18:10 Paternity Leave

The Board shall grant a leave of two (2) paid days to a teacher for the purpose associated with the birth or adoption of a child.

L18:11 Pregnancy and Parental Leaves

I. Pregnancy Leave

- a) Pregnancy leave means unpaid leave taken for the purpose related to giving birth in accordance with the Employment Standards Act.
- b) A teacher on Pregnancy Leave shall continue to be entitled to all rights, benefits, and privileges which the teacher would normally be entitled to under provisions governing Pregnancy Leave, including:
 - i) allocation of sick leave, STLDP and top-up days;
 - ii) participation in each type of benefit plan unless the teacher elects in writing not to do so
- c) The Board shall pay the benefit premiums as though the teacher was actively at work.
- d) The timing and length of the leave (to a maximum of seventeen (17) weeks) shall be at the discretion of the teacher, but may begin no earlier than seventeen (17) weeks before the expected birth date.
- e) Teacher's weekly earnings are 5/194th of the Teacher's annual salary.

II. Pregnancy Leave Benefits

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leaves while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases, the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed ten (10) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher

receives from E.I. and their regular gross pay. The SEB plan will be implemented as follows:

- i) The board will pay one (1) week of pay at 100%.
- ii) The board will then pay seven (7) weeks of top-up from the member's EI rate to 100% of their regular pay.
- iii) After the 7 weeks of top-up, the board will pay the equivalent of one (1) week of the member's EI amount split up over the following two weeks to ensure that the member does not earn over 100% of their regular pay in any given week.
- iv) It is understood that the total amount paid by the board shall not exceed what the member would have earned at two (2) weeks of 100% pay and six (6) weeks of top-up from their EI rate to 100% of their regular pay.
- v) The Board agrees to pay retroactively to September 1, 2019 to all TBU members affected.

III. Parental Leaves

- a) Parental leave means unpaid leave taken following the birth of a child or the coming of the child into the custody, care and control of a parent for the first time.
- b) A teacher who has been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay.
- c) Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care, or control of a parent for the first time.
- d) The parental leave of a teacher who takes pregnancy leave must begin when the pregnancy leave ends, unless the child has not yet come into the custody, care, or control of a parent for the first time.
- e) The teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin, unless the teacher who is the parent of a child stops working because the child comes into the custody, care or control of a parent for the first time sooner than expected, in which case the parental leave begins on the day the teacher stops working. In such cases, the teacher must give the Board written notice that the teacher wishes to take leave within two (2) weeks after the teacher stops working.
- f) During parental leave, a teacher continues to participate in the Bargaining Unit benefit plan unless the teacher elects not to do so. The Board shall continue to make contribution to the benefit plans as though the teacher was actively at work.
- g) Teaching experience and sick leave credits will continue to accrue during parental leave.
- h) The Board shall pay the teacher 75% of the normal weekly gross earnings for the two (2) week waiting period if the parental leave is for the adoption of a child. No such supplementary payments shall be paid for any period during which no regular duties would have been performed.

IV. Extended Parenting Leave

- a) Extended Parenting Leave means unpaid leave taken following the expiration of pregnancy leave and/or parental leave.
- b) The leave may extend up to two (2) years by mutual consent. Requests for extended parenting leave shall be submitted, in writing, by the teacher to the Board. The statement must include the length of the leave requested and the intended start date.
- c) During the leave, the teacher may participate in the Bargaining Unit group plan at 100% of the teacher's own expense provided the plan allows such participation.
- d) Teachers granted extended parenting leave must submit a written statement of their intention to return to work.

L18:12 Inclement Weather Leave

By Board Policy #804, Temporary Closing of Schools/Early Dismissal, effective September 2000.
(see Appendix C)

L18:13 Graduation Leave

A teacher may use two (2) days per year for the purpose of attending graduation of the teacher, the teacher's spouse, or a dependant at the occasional teacher rate.

L18:14 Leave of Absence for Illness of Children

Where no one at home other than the employee can provide for the needs during illness of an employee's dependent child an employee shall be entitled, after notifying their immediate supervisor, to use up to three (3) days per teacher per year to care for dependent children who are ill.

L18:15 Family Medical Leave & Compassionate Care Benefits

- a) The employer, upon notification from the employee, shall grant an unpaid Family Medical Leave under the Employment Standards Act, 2000, for up to eight (8) weeks in duration. The employee shall provide written notification as soon as possible. The employee shall provide a certificate from a qualified health care practitioner stating that a family member (as defined in the Employment Standards Act, 2000) has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.
- b) An employee on family medical leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the member been actively employed, including, but not limited to, the accumulation of credit for sick leave, seniority and experience as well as benefits.
- c) An employee returning from family medical leave shall be reinstated to the same position held, in the same worksite prior to the leave, subject to the seniority, transfer, and surplus/redundancy articles.
- d) The Employer shall provide employees with a Record of Employment so that the employee may apply for Employment Insurance compassionate care benefits.

L18:16 Military Leave

- a) In recognition of the significant contributions and services provided by the Canadian Armed Forces, military leave will be granted for eligible teachers as described in this Article.
- b) For the purposes of this Article, 'eligible teacher' refers to a member who is enrolled as a Reservist in the Canadian Armed Forces.
- c) Eligible teachers who wish to apply for Military Leave must forward their request, in writing, to the Manager of Human Resources. To be considered, all applications must be accompanied by appropriate documentation from the Canadian Armed Forces confirming the dates and purpose of the leave.
- d) If the application is declined, the member will be given the reason in writing. Approval for Military Leave will not be unreasonably withheld.
- e) Unpaid Military Leave may be granted for eligible teachers as follows:
 - i) Up to 10 working days per calendar year to attend standard Reservist Training or duty periods;
 - ii) Up to 12 months to respond to a call of duty by the Canadian Armed Forces for domestic or international operations; and
 - iii) Members on loan to the Canadian Armed Forces shall be considered to be on a Short Term Leave of Absence.
- f) As an authorized Leave of Absence, paid or unpaid, it shall be deemed not to interrupt continuous service. Teaching experience for purposes of increment shall accumulate during such leave, as per Article L10:01 a).

L19:00 W.S.I.B. TOP UP BENEFITS AND EMPLOYMENT INSURANCE

L19:01 See Central Terms Letter of Agreement #6. Item 2. Re: WSIB

L19:02 For the purposes of the Employment Insurance Act, regarding hours of insurable employment, full-time teachers shall be deemed to have worked eight (8) hours each day they are employed during the school year. Part-time teachers shall be deemed to have worked hours per day that have been pro-rated accordingly.

L19:03 The Employment Insurance Rebate shall be paid to the Treasurer of the Bargaining Unit.

L19:04 A teacher who is absent as a result of an injury incurred at work shall be entitled to their net pay in full as follows:

The Teacher shall continue to be paid 100% of salary for any W.S.I.B. compensable absence, with no deduction from sick leave. This top-up amount shall be paid for a maximum of four years and six months.

L20:00 FEDERATION LEAVE

- L20:01** a) A total of sixty (60) days, with pay and benefits, will be available each school year for teachers to participate in Federation sponsored activities. The Federation Release days will be subject to approval by the bargaining unit President and prior arrangements with the Principal. The Federation shall advise the Board as soon as possible of the intended use of these days, the dates and the names of the teachers involved. Both parties agree that the best interest of the pupils, the system and the integrity of the education programs shall not be compromised in applying this provision. Provincial Professional Development days shall not count toward the number of days outlined above. Release time for such days will only be provided subject to the availability of an occasional teacher.
- b) As it applies to Federation Days only, absences will be covered using an occasional teacher provided two (2) working days notice has been given prior to the leave occurring and that the leave is for a half or full teaching day. The Federation shall reimburse the Board for Federation Leave at the qualified occasional teacher rate. Effective September 1, 2005, the Federation shall reimburse the Board for each day of approved paid Federation Leave taken by the teacher at the applicable occasional teacher rate, unless no occasional teacher is used.
- c) Assignment and lesson plans shall be left by the teacher going on Federation Leave.
- d) It is agreed that leave days for the OSSTF President, Chief Negotiator and bargaining committee members shall not be included in the sixty (60) days. However, the Federation shall reimburse the Board for each of these days at the occasional teacher rate for the bargaining committee members.

L20:02 Federation Release

- a) The Board will release the President full-time and Chief Negotiator for one period per semester. The Federation will pay the replacement cost at Category II, Year 0 rate multiplied by the FTE equivalent of the total leave, as per Article L24:15 – Working Conditions (i.e. 4 periods equals $0.666 \times 2 = 1.33$).
- b) For single day release for the Chief Negotiator, the Board will not bill the Federation more than 1.0 day. For clarity, as the Federation pays for one period of release per day (0.333) for the Chief Negotiator in 20:02 a), the maximum to be charged will be 0.666 qualified supply teacher cost.

- L20:03** Each Branch President will be responsible to complete the on-call portion of the Alternative Professional Assignment (APA). For the purpose of this collective agreement it is agreed and understood that the remainder of the Branch Presidents' APA shall be deemed to be teacher mentoring.

L21:00 O.H.S.A.

The Board and the teachers shall carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations.

L22:00 MAXIMUM CLASS SIZE

L22:01 In order to maximize student success, the following shall be the class size maxima and shall not be exceeded:

<u>Course/Class Type</u>	<u>Class Size Maxima</u>
University (U).....	29
College (C).....	26
Open(O)	26
University/College (M)	27
Essential/Locally Developed (E, K, L).....	16
Workplace (E)	17
Family Studies Lab	23
Tech (except Gr.9) (T).....	21
Grade 9 Tech (T)	23
Grade 12 Literacy (O)	22
Credit Recovery/At Risk.....	15
At Risk Co-op Ed	15
Co-op (O)	20
Grade 9/10	
Academic (D).....	28
Applied (P).....	24
Essential (E).....	16
Open (O).....	22
Connections (represents # of registrants)*.....	25
PASS.....	25
UAP	25

Section 2X:00 as negotiated in third party agreements.

Notwithstanding the above, class size limits can be exceeded by a flex factor of one student provided that no more than 25% of classes in the school in each semester exceed the maximum (referred to as flex factor).

The term ‘registrant’ refers to any student that is on the Connections class list for any section. The class cap in the Connections class shall be reduced by one for every credit earned during the semester for any period.

A student that is working on or completes one course, and registers for a second course during the same section shall be recognized as a new 'registrant' for the second course. This shall be recognized in the cumulative total of 25 registrants in that section. For clarity, even though it will be the same student, every course that they register for shall be counted toward the cumulative 25 registrant cap for that section. If a student is eligible to complete a second credit in the same section of Connections, they will be considered to be a new registrant, reducing the class cap as identified above.

The 'flex factor' as outlined above will apply to accommodate one exception per section of Connections if approved by the Superintendent, provided it does not result in more than 25% of classes in the school in each semester exceeding the maximum.

Connections classroom sections are not recognized as being a split or combined class, given the range of ILC course being undertaken at any given time. For clarity in Article L22:03, the Connections Maximum Class Size is 25 registrants, and will not be reduced to the lowest maximum of the courses as listed in the chart in Article L22:01, as suggested in L22:03 for regular classrooms.

- L22:02** Where a concern is raised about the capacity of the space and/or facilities of a Family Studies or Tech Lab the Principal, in consultation with the ISWRC (with appropriate resources) will determine the number of students that can be accommodated in those classes.
- L22:03** The maximum number of students in a class that contains more than one course shall be the lowest maximum of the courses represented. The flex buffer shall not be assigned to those classes. Every effort shall be made to limit the number of multi-level or multi-grade classes on a school timetable. This clause does not apply to Connections, PASS, UAP and Credit Recovery.
- L22:04** Class sizes not specified here or classes that can be classified in more than one category will be forwarded to the Joint Relations Committee for a determination.
- L22:05** Where a part-time teacher is assigned two (2) periods in one (1) semester, every reasonable effort shall be made to assign those two (2) periods either in the morning or in the afternoon.
- L22:06** Class sizes shall be reviewed yearly by the Joint Relations Committee with a view to reduce the class sizes to address Student Success Initiatives.

L23:00 JOB SHARING

- L23:01**
 - a) The teacher entering into job-sharing must work not less than 50% of a school year.
 - b) The job-sharing plan may be on a daily, term or semester basis.
 - c) Participation in this plan is dependent upon school program needs.

L23:02 A teacher who is presently employed by the Board and becomes involved in this job sharing plan recognizes that:

- a) The grid salary will be pro-rated according to schedule based on qualifications and experience in direct proportion to the fraction of time worked.
- b) The premiums for all other benefits shall be paid by the Board and the teacher in accordance with the terms and conditions of the Collective Agreement.
- c) A teacher who is in this job-sharing plan during the year of retirement shall be deemed to have earned a full salary for the purpose of calculating the retirement gratuity.
- d) The teacher who is in this job-sharing plan shall accumulate sick leave credits in accordance with the terms and conditions of the Collective Agreement.
- e) Applications must be received on or before March 1st for participation in the plan, unless by mutual consent.
- f) The Board recognizes that a teacher employed by the Board who teaches less than full-time within the conditions of this Article shall, following the completion of the job-sharing arrangement, be entitled to return to the teacher's previous or similar full-time position and status unless provided for in the above.
- g) Positions of responsibility will normally be relinquished. With the permission of the Principal and Superintendent, positions may be retained in full or pro-rated, depending on the circumstances of the job sharing.

L24:00 WORKING CONDITIONS

L24:01 Each full-time teacher shall be assigned a maximum of six (6) periods.

L24:02 No teacher shall be assigned more than three (3) periods in any semester.

L24:03 Each full-time teacher may also be assigned up to the following yearly maxima Alternative Professional Assignments comprised of either on-calls/supervisions, student mentoring and teacher mentoring based on seventy-five (75) minute periods as follows:

- a) Off-Site Alternative Education Teachers and Section 2X:00 teachers will be assigned Alternative Professional Assignments comprised of student mentoring based on seventy-five (75) minute periods or equivalent:
 - 49 half periods
- b) All other teachers may be assigned up to the following yearly maxima Alternative Professional Assignments comprised of on-calls/supervisions, teacher and student mentorship, based on seventy-five (75) minute periods or equivalent:
 - 49 half periods, up to 19 on-calls

- c) Guidance, Special Education and Cooperative Education Teachers may be assigned up to the maximum of their Alternative Professional Assignments within their areas in the form of student mentoring.
- d) Alternative Professional Assignments shall be assigned in half periods only and shall not be divided into smaller units of time.

L24:04 Unassigned time shall be available to the teacher for preparation and marking.

L24:05 No teacher shall be assigned other duties during the school day in addition to those specified in Articles L24:01 and L24:03.

L24:06 Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties.

- L24:07**
- a) Every effort shall be made to equitably distribute on-calls. Teachers shall receive notification for class coverages/on-calls for known absences as far in advance as possible. Class coverage lesson plans to follow on the date of the on-call or sooner.
 - b) To facilitate L24:07 a) the school administration shall post all known on-calls for the following week on the previous Friday (or earlier).
 - c) When a member phones in sick in the morning on-calls may be given if administration was unsuccessful in contacting an occasional teacher. The expectation is administration will make every effort to contact an occasional teacher in the morning.
 - d) For known absences that occur after the L24:07 a) posting, notwithstanding L24:07 b), on-calls, if required, shall be given to teachers as soon as possible prior to the day of the on-call.

L24:08 A full-time classroom teacher shall be assigned no more than two (2) one-half period APAs per week and a maximum one-half period per day. A teacher may be assigned two per day through mutual consent between the teacher and the Principal. A teacher shall not be assigned an on-call on the day they have an assigned supervision except through mutual consent.

L24:09 Every effort shall be made to ensure that no teacher shall be allocated assigned time over a continuous interval exceeding 150 minutes excluding travel time between periods and/or breaks. A supervision APA shall not infringe on the teacher's 40 minute uninterrupted lunch break. Teachers shall not be requested or scheduled to use their preparation period to include a portion of their 40 minute uninterrupted lunch period due to an APA assignment.

L24:10 There shall not be a range of more than four cumulative half period on-call APAs for any given preparation period. This includes cumulative on-call APA count for teachers who mutually consent to completing full period on-calls.

- L24:11** The Principal of each secondary school shall forward to the TBU President and Chief Negotiator, within fifteen (15) instructional days of the start of the school year/semester a copy of each teacher's workload assignment for the year. This shall include their teaching timetable and assigned supervision schedule for both semesters. The union shall be informed in writing of any proposed changes during the year.
- L24:12** To facilitate L24:11, a common format shall be developed and approved through the Joint Relations Committee, for use at all Secondary Schools. See APPENDIX D.
- L24:13** Supervisions may be scheduled in blocks subject to the agreement of the teacher, the Principal, and the ISWRC.
- L24:14** Teachers shall not be mandated to work any days preceding or following the official start or end of the school year.
- L24:15** Part-time teachers' workloads shall be pro-rated to that of a full-time classroom teaching assignment as follows:
- | | |
|-----------|-------|
| 6 periods | 1.000 |
| 5 periods | 0.833 |
| 4 periods | 0.666 |
| 3 periods | 0.500 |
| 2 periods | 0.333 |
| 1 period | 0.166 |
- L24:16** The length of the school year shall be the minimum required under The Education Act.
- L24:17** Extra-curricular activities are voluntary and the Board agrees not to assign such activities to any teacher.
- L24:18** No teacher shall be assigned office or office-related administrative duties normally performed by management except as provided for in Article L13:00.
- L24:19 In School Workload Review Committee**
- a) There shall be an In-School Workload Review Committee in each school.
 - b) The In-School Workload Review Committee (ISWRC) shall consist of the Principal, a Vice-Principal, and the Branch President or Designate from the Branch Executive and the Branch CBC representative or Designate from the Branch Executive. For schools without a secondary Vice-Principal, the Committee shall consist of the Principal and the Branch President or Designate.
 - c) The ISWRC shall:
 - i) Conduct a teacher staffing and workload review of teaching timetables, assigned supervision schedules, enrolment reports, and class size reports, identify any contractual discrepancies and assist the Principal to correct these identified discrepancies within fifteen (15) instructional days of the start of the school year/semester. The parties agree that where non-resident pupil enrolments occur beyond this date they will be addressed mutually.

- ii) Should any outstanding exceptions remain, the TBU President and Superintendent of Education with responsibility for secondary schools, shall work together to resolve these within one week of these dates;

- L24:20** a) Upon request, Principals will be provided with a current mark printout from the Teacher, for an individual or collective, which may include a credit at risk update, at any point during the semester.
- b) Three reports per semester will be provided to students, parents/guardians and school administration. These include the early anecdotal reports, mid-term reports and the final Provincial Report Cards, and reflect historical Board practice.
- c) Any additional reports shall be at the discretion of the Teacher's professional judgement.

- L24:21** Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible. Regularly scheduled staff meetings shall be held no more than once per month on average. Each meeting shall be no more than 75 minutes in length. The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all teachers. Regularly scheduled staff meetings may include administrative/organizational issues, professional development, training and other matters aligned with school and board goals. Teachers are expected to attend regularly scheduled staff meetings. Teachers may submit agenda items to the Principal for consideration.

L25:00 PROFESSIONAL DEVELOPMENT

- L25:01** Where, with the agreement of the Board, the Union organizes Professional Development Day activities, the Board agrees to fund 50% of the union's expenditure up to a maximum of \$5,000.00.
- L25:02** Teachers, with prior mutual agreement, may attend professional development activities or other Board approved meetings which require overnight accommodations.
- L25:03** PD and PA Agenda development shall take into consideration time for travelling to and from the host community for participants. Where morning travel between communities is required, the Agenda start time shall not be earlier than 10:00 a.m. and where afternoon travel between communities is required the Agenda end time shall not be later than 2:30 p.m.
- L25:04** The Board agrees to advise the Union by April 30th of the current school year which two of the approved professional development/activity days will be designated for the Union in the following school year. If the next year's school calendar is forwarded by the Board to the Ministry for approval earlier than April 30th, the Board shall advise the Union which two days of the approved PD/PA days will be designated for the Union when the school year calendar is forwarded to the Ministry.

L26:00 PROBATIONARY PERIOD

- L26:01** All newly hired teachers will have a probationary period of one (1) school year.
- L26:02** If there is an unsatisfactory report an extension of the probationary period for one (1) additional year may be granted.
- L26:03** If the teacher is absent for thirty (30) calendar days or more, the probationary period can be extended to cover the length of the absence.

L27:00 TEACHER PERFORMANCE APPRAISAL

- L27:01** Performance Appraisals of all teachers shall be conducted in accordance with The Education Act and its Regulations as amended from time-to-time, however, it is agreed that the conduct of performance appraisals cannot create a difference between the parties or be the subject of a grievance except as set out below.
- L27:02** The Board shall consult with the Bargaining Unit regarding any new policies or operating procedures relating to performance appraisals.
- L27:03** A PAR or SAT teacher shall not conduct teacher performance appraisals, but this shall not preclude program leaders from participating in programs of assistance or other remediation.
- L27:04** The conduct of a performance appraisal may be the subject of a grievance only where, as a result of the appraisal of the teacher, the teacher is placed "On Review". Where such a grievance is filed, the entire evaluation process may be challenged notwithstanding the time lines in Article L7:00 (Grievance/Arbitration Procedure).
- L27:05** When a teacher receives a performance appraisal report, which is rated unsatisfactory, the Board shall, inform the teacher of their right to union representation and notify the Bargaining Unit President.
- L27:06** Before the end of September in each school year, the TBU President shall be provided the list of secondary teachers scheduled for their TPA for that school year, with an updated electronic copy of the five year TPA cycle.

L28:00 TRANSFERS

- L28:01** Prior to September 30th and March 31st, principals of secondary schools will consult with their teaching staff who work within the attendance area regarding their interest in being reassigned, should an opportunity arise.
- L28:02** When vacancies in a school attendance area are known, staff shall be informed by their principal.
- L28:03** No teacher can be assigned to an elementary school without his/her written consent.

- L28:04** On or before March 31st of every year, teachers requesting a transfer shall complete the teacher transfer request form indicating their desire to transfer to another secondary school within the Board.
- L28:05** Requests shall be assessed by the sending and receiving Principals.
- L28:06** Transfer requests under this process shall expire effective July 31st of the school year in which the transfer request was made.
- L28:07** A transfer shall mean the relocation of a teacher from one attendance area to another attendance area.
- L28:08** Attendance areas are as follows:
- Dryden Area – area served by Dryden High School
 - Kenora Area – area served by Beaver Brae Secondary School
 - Sioux Lookout Area – area served by Queen Sioux North High School
 - Red Lake Area – area served by Red Lake District High School
 - Ignace Area – area served by Ignace High School
 - Pickle Lake Area - area served by Crolancia School
- L28:09** No member shall be transferred between attendance areas without the written consent of the member.
- L28:10** “Voluntary transfer” shall mean a transfer at the written request of the member.
- L28:11** Members wishing to apply for a voluntary transfer shall notify the Board in writing on or before March 31st of the school year immediately prior to the school year for which the transfer is effective. Voluntary transfer requests shall remain in effect until July 31st of the school year in which the transfer request was made.
- L28:12** Requests shall be assessed by the sending and receiving principals. Teachers whose request for transfer cannot be accommodated shall be informed as soon as possible. A teacher may request and receive an explanation as to why this transfer request was not acted upon.
- L28:13**
- a) At the time staffing is being determined for the next school year, in accordance with Article L31:00 Job Postings, transfers between attendance areas will be considered when the transfer applies to an open position in the receiving attendance area.
 - b) Transfers between attendance areas during the school year will be considered when the teacher applies to an open position in the receiving attendance area in accordance with Article L30:00 Release of Surplus Staff and Article L31:00 Job Postings.

L29:00 STAFF GENERATION AND ALLOCATION

- L29:01** The Board shall staff secondary schools as prescribed by the Ministry of Education.
- L29:02** The number of FTE guidance teachers shall be equal to 2.6 times the Board's ADE for secondary students, divided by 1000.
- L29:03** A Secondary school's Average Daily Enrolment in 'Dual Credit' courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.
- L29:04** The parties agree to establish a Secondary Teacher Staffing Committee comprised of three representatives of the Board and three representatives of the Union.
- L29:05** The Secondary Teacher Staffing Committee will be responsible for the following:
- a) Reviewing funding information with respect to Secondary Teaching positions for the following school year.
 - b) Determining the number of Secondary Teaching Positions for the following school year.
 - c) Allocating Secondary Teaching Positions to individual schools and programs for the following school year.
 - d) Reviewing the results of the staffing process (staff assigned, staff surplus).
- L29:06** It is agreed and understood that school based assignment information will be shared by the Principal to staff as well as to the In-School Workload Review Committee, as provided for in Article L24:19. This information will also be provided to the Secondary Staffing Committee.
- L29:07** Within four weeks of the release of the Grant for Student Needs, the Board will provide the Secondary Staffing Committee with the projected F.T.E. enrolment and staffing projection for the following school year, in accordance with relevant Ministry of Education and Training grant calculation guidelines and Average Daily Enrolment calculation dates, and all other funding sources that may be allocated to secondary staffing.

L30:00 RELEASE OF SURPLUS STAFF

L30:01 Definitions

- a) School: A secondary school is defined for the purposes of this clause as the following:

Dryden – Dryden High School
Kenora – Beaver Brae Secondary School
Ignace – Ignace Secondary
Red Lake – Red Lake District High School
Sioux Lookout – Sioux North District High School
Pickle Lake – Crolancia School

- b) i) Seniority: The Base Seniority List is the list of secondary teachers ranked in descending order of seniority employed with the Board on June 30, 1998 as agreed upon by both parties on April 15, 1998. All teachers whose work begins after the 1997-98 school year, will be listed in descending order of seniority below the least senior teacher on the Base Seniority List as determined by applying the following criteria:
 - A. Date and time of most recent verbal acceptance of a position with the Keewatin–Patricia District School Board, and when this is equal;
 - B. By lot jointly conducted by the Director of Education or Designate and the Bargaining Unit President or Designate.
- ii) A teacher’s position on the seniority list will only change due to his or her retirement, resignation or upon termination of employment.
- iii) No later than February 1st of each year, the Board shall publish a seniority listing of all employees in the bargaining unit. A copy of this listing will be sent to the President of the Bargaining Unit.
- iv) Teachers who consider their position on the seniority list to be incorrect must report their disagreement in writing to the Director of Education or Designate and President of the Bargaining Unit within fifteen (15) days of the posting of the list. Following the fifteen (15) day period, the Director of Education or Designate shall respond to all requests in writing within fifteen (15) days. Should there be any revisions to the list, the revised list shall be deemed correct and will be used in the application of the Release of Surplus Staff provisions. The revised list, if any, shall be published and a copy sent to the President of the Bargaining Unit.
- c) Current qualifications is defined as the qualifications in accordance with The Education Act and Regulations and The Ontario College of Teachers Act and Regulations.
- d) For the purpose of reporting hours worked for Employment Insurance, the employer shall record each full work day as 8 hours worked.

L30:02 Retention of Staff

Teachers assigned to Education Programs in Care and Treatment programs shall be exempt from these provisions. If one of these positions becomes vacant, it shall not be considered to be open or vacant for the purpose of this section.

The onus is on the teacher to provide the school and Board with the current qualifications (L30:01 c)) otherwise the most recent copy on file as of March 31st will be used.

L30:03 Surplus Procedure

- a) i) The Principal will determine any excess teachers in the following sequence. Reduction in teachers for the following reasons will be determined first and any such teachers removed from consideration in establishing staff for each school. Teachers released under this section will not be placed on the recall list:

- A. confirmed retirements
- B. release for just cause
- C. release of teachers on Letters of Permission

- ii) If further reductions in the staff for a school are necessary, teachers will be placed on a school surplus list according to seniority subject to the following:

Where the Principal has made every effort to staff the school using the current qualifications (L30:01 c)) of the staff to cover the program and is not able to do so by omitting the most junior teacher(s) on the seniority list, the Principal must then omit the next teacher(s) on the seniority list, replace the junior teacher(s) and once again make every effort to staff the school using the staff and their current qualifications (L30:01 c)). If this procedure provides a solution then the teacher(s) one higher on the seniority list are placed on the school surplus list, if not, the procedural sequence will be resumed until the Principal is able to staff the school.

- b). i) A teacher remaining on the school surplus list will be placed on the system redundancy list in descending order of seniority.
- ii) A teacher on the system redundancy list shall have the right to displace a secondary teacher with the least seniority for which the teacher holds the current qualifications (L30:01 c)).
- iii) A teacher may elect to refuse to displace another teacher and be placed on the recall list without penalty.
- iv) The President or Designate of the Bargaining Unit shall be provided with all relevant information prior to displacement procedures.
- c) Teachers on the redundancy list after displacement rights have been completed shall be offered all new and open positions for which they have the current qualifications. The offer may be made to all teachers on the system redundancy list on the same day. The teacher with the current qualifications and the greatest seniority accepting the position will be assigned to the position. Teachers must accept or reject the offer within forty eight (48) hours. Failure to indicate acceptance or rejection will be deemed to be a rejection.
- d) Positions remaining open after L30:03 c). above may be filled externally, however, nothing prevents the Board from advertising positions internally/externally where openings are anticipated.

- e) Teachers remaining on the system redundancy list will be placed on a System Recall List which will be posted in each school and a copy given to the President of the Bargaining Unit.
- f) Teachers placed on the System Recall List, shall have their employment terminated in writing no later than May 31st, however, their names will remain on the System Recall List subject to L30:03 h). Teachers on the System Recall List who have accepted a part-time position will not have their employment terminated; however, their assignment will be adjusted to reflect the part-time nature of the position.
- g) Teachers recalled from the System Recall List shall have their names remain in their present position on the seniority list.
- h)
 - i) Teachers may remain on the System Recall List for a period not to exceed three (3) school years. Teachers on the System Recall List will be recalled to open positions in order of seniority provided the teacher has the current qualifications (L30:01 c)).
 - ii) Teachers, with the current qualifications (L30:01 c)), remaining on the recall list for the third year are eligible for recall to open positions where the position is open on or before the first school day of the fourth school year.
 - iii) Teachers placed on the System Recall List shall be listed in the same order as that of the seniority list.
 - iv) For positions opening after April 1st for the present school year, the Board will employ occasional teachers. Should the occasional teacher employed be a teacher on the System Recall List, the teacher's name will remain on the System Recall List. Teachers employed as an occasional teacher will have their employment terminated June 30th.
- v) The teacher shall forfeit all recall rights where:
 - A. The teacher has been hired by another school board as a teacher not including an occasional teacher or a continuing education teacher.
 - B. The teacher has declined to accept a teaching position commensurate with the teacher's basic and additional qualifications and at the same or better level of assignment (part-time to full-time), in the school from which they were declared redundant.
 - C. The teacher has not provided the Director of Education, or Designate, with the new telephone number and address in writing.
 - D. The teacher must be available for teaching within twelve (12) working days of notice of recall.

Notwithstanding, where a teacher on recall is not currently employed, the teacher must be available for work within ten (10) days of notice of recall.

The Release of Surplus Staff provisions will only apply as long as teachers remain on the surplus list.

L31:00 JOB POSTINGS

- L31:01** Once all staff have been recalled in an attendance area and transfer requests have expired (July 31), where a permanent vacancy arises, the Board shall post such a vacancy simultaneously internally and externally for five (5) days. (Please refer to Article L12:00 for PAR position postings).
- L31:02** The employer shall inform the membership of the bargaining unit by sending a notification of the posting out by board e-mail.
- L31:03** Each posting will indicate a description of the position, FTE, location, basic qualifications, any requirements beyond basic qualifications, commencement date and the deadline date for applications.
- L31:04** In accordance with Article L31:01, vacant positions will be filled through the following sequence based on applications received, qualifications, programming needs, and the Board's ability to replace the applying teacher:
- a) Increasing the FTE positions of members teaching less than 1.0 FTE;
 - b) Consideration of internal applicants from outside of the attendance area;
 - c) Recall of staff currently on the system recall list; and
 - d) External hiring

Surplus staff will be recalled prior to any positions being posted.

- L31:05** Where there is more than one internal applicant for a position, all internal applicants meeting the qualifications and requirements shall be interviewed for the position.
- L31:06** Job Postings shall include the statement "Applicants wishing a part-time assignment may apply and be considered for a portion of this assignment."
- L31:07** Within five (5) working days of the vacancy being accepted, the employer shall advise the unsuccessful applicants who were interviewed that they were not chosen for the position, and provide to the Bargaining Unit the name of the successful applicant.
- L31:08** Upon request, the unsuccessful internal applicants who were interviewed shall be offered the opportunity for a debriefing. The debriefing shall be scheduled within a timely manner, but not beyond twenty (20) working days, of notice provided under L31:07 or such other time that is mutually agreeable to the interviewer (or designate) and the teacher.

L32:00 RESIGNATIONS/RETIREMENT

- L32:01** Secondary teachers can only resign or retire effective the end of a semester. In order to resign or retire effective the end of the first semester, the teacher must notify the Director of Education or Designate by November 30th or by March 31st to be effective before commencement of the next school year.
- L32:02** Teachers can resign or retire by mutual consent at other times during the school year.
- L32:03** For the purpose of reporting hours worked for Employment Insurance, the employer shall record each full work day as 8 hours worked.
- L32:04** An employee's Record of Employment shall be issued and dated to reflect the last day worked. For clarity, for a regular school year, the last day worked in June will be the date indicated on the Record of Employment.

L33:00 CROSSING PICKET LINES

Where a teacher feels that their safety is jeopardized by crossing a picket line, the teacher shall contact the Director of Education, or Designate, who in turn will provide for the safety of the employee in reporting for work.

L34:00 PERSONNEL FILES

- L34:01** The only recognized personnel file of an employee shall be maintained in the Human Resources Department of the employer and shall be available and open to the employee for inspection in the presence of an employer personnel department officer during the regular working hours of the department.
- L34:02** Upon request, an employee shall be entitled to copies of any materials contained in the employee's personnel file.
- L34:03** Where an employee authorizes in writing access to the employee's personnel file by another person acting on the employee's behalf, the employer shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- L34:04** Employees shall receive copies of any materials placed in their personnel files.
- L34:05** The employer agrees to comply with the provisions of the Municipal Freedom of Information and Protection of Privacy Act.
- L34:06** Upon written request of the teacher, a written warning or other disciplinary action shall be removed from the teacher's personnel file after a minimum of two (2) years providing the personnel record has been free of any written warning or other disciplinary action of a similar nature during the two year period. Such request shall be submitted in writing to the Manager,

Human Resources. Records of disciplinary actions pertaining to sexual or physical misconduct affecting the safety of students and/or staff will remain in the file.

L34:07 A Teacher has the right to challenge, in writing, the accuracy or completeness of information referred to in L34:02 and L34:04. The Teacher's written submission shall become part of the file.

L34:08 No copies of the Provincial Report Card shall be part of an employee's personnel file.

L35:00 DISTANCE EDUCATION

L35:01 The Board agrees that where it plans to implement e-learning for secondary school credits (excluding video-conferencing) it will consult with the Union prior to implementation.

L35:02 A member teaching credit courses through video conferencing shall correspond with students only through a Board server.

L35:03 For the purposes of staffing and surplus declaration, a member assigned to teach video conferencing credit courses shall be included in the staff complement of the secondary school which is the work location of the member.

L35:04 The Board agrees to provide the Bargaining Unit, upon written request, with information pertaining to enrolment and staffing of credit courses offered through video conferencing.

L35:05 The Board shall not request a member use personal e-mail for school related business.

L36:00 JOINT RELATIONS COMMITTEE

L36:01 The Board and the Union shall establish a Joint Relations Committee to provide a forum for communications and discussion for any matter that affects Union-management relations.

L36:02 The Joint Relations Committee shall be comprised of three (3) representatives appointed by the Board and three (3) representatives appointed by the Union. The committee may call on such resource person(s) as it deems appropriate.

L36:03 The committee will meet within ten (10) days of the request of the Local President or of the Board to discuss matters of common concern.

L36:04 The Joint Relations Committee Meetings will be held at a time and a location mutually agreed upon by both parties.

L37:00 CREDIT RECOVERY TEACHERS

L37:01 Where the subject teacher is recommending a student for Credit Recovery, the subject teacher shall be required to provide the following information:

- a) the student's final mark for the course;
- b) a breakdown of all marks for the course attached to the Recommended Course Placement Form using whatever format the subject teacher employs for recording marks;
- c) reasons for Credit Recovery recommendations.

L37:02 For a student accepted into the Credit Recovery program, the subject teacher shall be required to identify:

- a) units, concepts and/or expectations not successfully achieved;
- b) relevant learning skills information

L37:03 The most current version of "Credit Recovery Guiding Principles" as distributed by the Ministry of Education will be made available to teachers upon being timetabled to teach Credit Recovery.

L38:00 SECTION 2X:00 TEACHERS AND WORKPLACES

L38:01 Teachers in Section 2X:00 facilities encounter far different working conditions than teachers in regular classrooms. To reflect their unique working conditions, this section of the collective agreement will apply.

L38:02 Should the employee encounter occupational health and safety concerns with regard to the facility that they are assigned to, the concern shall be brought to the attention of the supervising Principal who will be responsible to address the matter with the facility's site manager with regular feedback to the member.

L38:03 The Board will consult the Union concerning the working conditions of Section 2X:00 Teachers when preparing for the negotiations of Section 2X:00 Agreements.

L38:04 The length of the school day, including a scheduled preparation period, shall not exceed that of the regular school day.

L39:00 CENTRAL SPECIAL ASSIGNMENT POSITIONS

L39:01 Any full or partial Central SAT position will be posted as per Article L31:02 (not subject to recall or transfer provisions).

L39:02 Teachers in Central SAT positions will retain their position on the seniority list of their home school.

L40:00 LIABILITY INSURANCE FOR TEACHERS DRIVING BOARD OWNED, BOARD LEASED, AND/OR PERSONAL VEHICLE WHILE ON BOARD BUSINESS

L40:01 Principals will review KPDSB Policy 307 - Use of Privately Owned Vehicles and/or any related student transportation policies at the first staff meeting of each school year.

APPENDIX A
SECONDARY GRIEVANCE REPORT FORM

DATE: _____

A: This grievance is being raised by:

on behalf of:

B. Details of Grievance (relates to interpretation, application or alleged violation of a specific section or section of the collective agreement).

i) Facts giving rise to the grievance

ii) Specific Section(s) of collective agreement allegedly violated

iii) Contention as to how there has been a misinterpretation, misapplication or alleged violation

C. Relief requested (state the relief demanded by the grievance)

**APPENDIX B
LETTER OF AGREEMENT
LIEU DAYS**

**Letter of Agreement
between**

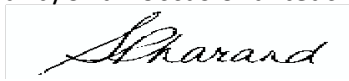
**The Keewatin-Patricia District School Board
(hereinafter called the “Board”)**

and

**OSSTF, District 5A, Teachers’ Bargaining Unit
(hereinafter called the “Union”)**

RE: Lieu Days

1. It is agreed and understood that from time to time, the Board may request teachers to work outside of the school year. This request shall be considered as voluntary participation by the teacher.
2. Where a Principal experiences a need as outlined above, s/he will contact the appropriate Superintendent of Education to request that the teacher be compensated with “in-lieu” time.
3. Upon approval of the Superintendent of Education, the Principal may enter into an agreement with the Teacher to work outside of the school year and for the Teacher to receive “in-lieu” time.
4. The “in-lieu” time is to be scheduled at a time mutually agreed by the Teacher and the Principal with first consideration given to program needs and the availability of on-calls and/or an occasional teacher.



FOR THE BOARD



FOR THE UNION

January 6, 2021

DATE OF SIGNING

APPENDIX C
LETTER OF AGREEMENT
ALTERNATIVE PROFESSIONAL ASSIGNMENTS (APAs)

Letter of Agreement
June 21, 2010—4:30 p.m.
Between
The Keewatin-Patricia District School Board (KPDSB)
And
The Teachers Bargaining Unit (TBU) of OSSTF District 5A



This Letter of Agreement reflects the common understanding between the KPDSB and the TBU on how Alternative Professional Assignments (APAs) are to be credited toward the cumulative contractual commitment. In addition, it identifies the agreed upon accommodations for the interim resolution for the implementation of Article L24:04, L24:05, L24:06 and L24:08 which will permit the assigning of Supervision APAs during the lunch break within the current bell structure, through the voluntary participation of members to commit to allow a portion of their preparation period/lunch hour to overlap.

1. This letter shall form an integral part of the Collective Agreement in place between the KPDSB and the TBU. Should any questions arise between the language in the body of the Collective Agreement, and the sections specific to this Letter of Agreement, the latter shall supersede the original language.
2. The purpose of this Letter of Agreement is twofold. It is to clarify Article L24:03, on what qualifies for Alternative Professional Assignment (APA) credit for Teacher Mentoring APAs, Student Mentoring APAs, Supervision APAs, and On-Call APAs. In addition, it will set out the guidelines that will permit lunch break Supervision APAs to be scheduled by overlapping a teacher's unassigned time, or preparation period, to accommodate supervision during the lunch hour break to a maximum of ten minutes of their unassigned time.
3. An Alternative Professional Assignment (APA) shall be generated and credited for any assigned duty beyond the duties listed in Articles L24:01; L24:02; L24:04; L24:05 and those listed below. Disagreements not resolved at the local level shall be addressed through the Joint Relations Committee (JRC) or a JRC subcommittee as soon as practical.
4. A teacher shall be credited an On-Call APA whenever:
 - A. they receive an assigned coverage for another teacher, for a half period, or two APAs for a full period coverage, agreed upon through mutual consent;
5. A teacher shall be credited a Supervision APA whenever they:
 - A. are assigned supervision on the regular supervision schedule;
 - B. are assigned supervision during their preparation period or unassigned time to assist with non-regular supervision in the school (i.e. assemblies, etcetera) [a teacher will not be credited with a Supervision APA if they voluntarily choose to participate with a school assembly during their preparation period or unassigned time];
 - C. receive prior approval of school administration, a teacher shall be credited with a supervision APA when they organize and participate with a subject or curricular field trip that results in the loss of their preparation period or unassigned time, on the day of the field trip.

6. A teacher shall be credited a Teacher Mentoring APA to an annual maximum of five (5) when they:
 - A. are assigned by administration in writing to assist another teacher during their unassigned time or preparation period with classroom activities or other school activities during the school year, including school start up/registration procedures; activities related with school and Board improvement plans; and with colleagues new to the profession or new to a department, subject or course;
 - B. have school administration approval for a plan provided by the teacher, on the attached agreed to Mentoring APA form, that aligns with Board and School Improvement Planning Activities. Examples may include but are not limited to team teaching, curriculum program development, classroom management, new teacher mentoring, delivery of school/Board/Ministry initiative professional development/activities, and others as listed on the form;
 - C. are assigned by school administration to complete training at the request of the Board or Ministry that infringes upon their unassigned or preparation time (i.e. self guided modules [examples not limited to AODA modules/WHMIS etcetera], surveys, questionnaires, training videos etcetera).
7. Notwithstanding Article L24:09, teachers who voluntarily agree to use a portions of their scheduled preparation time or unassigned time to allow for school lunch hour supervision will be credited with pro-rated student mentoring APAs at the end of each semester (maximum of 2 APAs per semester).
8. Notwithstanding Article L24:06 *"Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties."* As well as Article L24:09 specifically *"Teachers shall not be requested or scheduled to use their preparation period to include a portion of their 40 minute uninterrupted lunch period due to an APA assignment."* and Article L24:05 *"No teacher shall be assigned other duties during the school day in addition to those specified in Articles L24:01 and L24:03."* teachers that volunteer at the beginning of the school year or the beginning of the second semester to be assigned up to ten minutes of their unassigned time to accommodate assigned lunch hour supervision for the year, shall be compensated with two (2) student mentoring APAs per semester.
9. The parties agree that the length of the school day as defined by the respective bell schedules in place during the 2009-2010 school year shall not be altered or extended during the remainder of the 2008-2012 contract years.



FOR THE BOARD



FOR THE UNION

January 6, 2021

DATE OF SIGNING

APPENDIX D (Formerly APPENDIX K)
LETTER OF AGREEMENT
ARTICLE L24:00 WORKLOAD SPREADSHEET
Page One of Two

Letter of Agreement

Between

The Keewatin-Patricia District School Board (hereinafter called the “Board”)


And

OSSTF, District 5A, Teachers’ Bargaining Unit (hereinafter called the “Union”)



Re: Article L24:00 Working Conditions/Workload Summary Chart

Page 2 of APPENDIX D is the Spreadsheet Template to be used to meet the reporting requirements within Article L24:00 Working Conditions.

A four page working copy of the spreadsheet (cumulative sums are automatically updated with data entry for each teacher when entered) is available from the Manager of Human Resources, or the President of the Teachers Bargaining Unit. The working copy provides for up to 20 teachers per preparation period.

FOR THE BOARD

FOR THE UNION

January 6, 2021

DATE OF SIGNING

APPENDIX D: PAGE TWO OF TWO		Attendance Area:	Kenora	Dryden	Ignace	Red Lake	Sioux Lookout	Pickle Lake	
		School Year:	20XY-20XZ						
		Administrators:	Principal:		Vice Principal:				
First Semester:						Cumulative APA Total:	Day/Time of Weekly	Copy of Semester	Acting Admin Days
		APA Type:	Supervision	On-Call	Teacher Mentoring	Student Mentoring	Assigned Supervision (See Att'd Master Schedule)	One Master T/T	Article 14:00 (TIC)
						As of:		Attached: Yes/No	
Teachers on P. A Prep. eg. D. Cornish			2	5	5	6	18 Mon 11:30 - 11:50		
Teachers on P. B Prep.							0		
Teachers on P. C Prep.							0		
Teachers on P. D Prep.							0		
On/Before Sept. 10th, a copy was forwarded to:									
TBU President: Y/N									
TBU Chief Negotiator: Y/N									
via: email attachment									
Second Semester:						Cumulative APA Total:	Day/Time of Weekly	Copy of Semester	Acting Admin Days
		APA Type:	Supervision	On-Call	Teacher Mentoring	Student Mentoring	Assigned Supervision (See Att'd Master Schedule)	Two Master T/T	Article 14:00 (TIC)
						As of:		Attached: Yes/No	
Teachers on Prep P. A eg. J. Dykes		(carry APA subtotals	forward from	SEM I as	they are cumulative)	6	31 Wed 12:10-12:30		
Teachers on Prep P. B		(carry APA subtotals	forward from	SEM I as	they are cumulative)		0		
Teachers on Prep P. C		(carry APA subtotals	forward from	SEM I as	they are cumulative)		0		
Teachers on Prep P. D		(carry APA subtotals	forward from	SEM I as	they are cumulative)		0		
Changes Since Sept. 10th, have been forwarded to:									
TBU President: Y/N									
via: email attachment									
For an active copy of this spreadsheet, please contact either the Manager of Human Resources or the TBU President									

AGREEMENT OF SETTLEMENT

It is hereby certified that this tentative agreement has been drafted according to the terms and conditions agreed upon by the negotiating committees appointed by the Keewatin-Patricia District School Board and the Ontario Secondary School Teachers' Federation Teachers' Bargaining Unit of District 5A - Northern Shield.

Signed this 6th day of January 2021

FOR THE KEEWATIN-PATRICIA DISTRICT SCHOOL BOARD



Jocelyn Bullock, Human Resources Manager



Sherri-Lynne Pharand, Director of Education

FOR THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION DISTRICT 5A - NORTHERN SHIELD TEACHERS' BARGAINING UNIT



David Darling, District 5A Chief Negotiator



Marvin Osmond, District 5A TBU President

COLLECTIVE AGREEMENT

BETWEEN

THE RAINY RIVER DISTRICT SCHOOL BOARD

(Hereinafter called the Board)

AND

***THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION***

(Hereinafter called the OSSTF or Union)

Representing

The Secondary Teachers
of District 5B of the Ontario Secondary School Teachers' Federation
Employed by the Rainy River District School Board
(Hereinafter called the Bargaining Unit)

SEPTEMBER 1, 2019 - AUGUST 31, 2022

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:

- i. within 90 (ninety) days of the expiry of the collective agreement; or
- ii. within such greater period agreed upon by the parties; or
- iii. within any greater period set by regulation by the Minister of Education.

c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.

- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.

- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that they have applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:	
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.	
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3	
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.	
First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____

Date of Assessment: dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy			

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

**LETTER OF AGREEMENT #2
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

**LETTER OF AGREEMENT #3
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**LETTER OF AGREEMENT #5
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

**LETTER OF AGREEMENT #6
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

**LETTER OF AGREEMENT #7
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);

- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

**LETTER OF AGREEMENT #10
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

**LETTER OF AGREEMENT #11
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

**LETTER OF AGREEMENT #12
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s

most recent yearly statement for the year ending no later than August 31, 2015.

d. The Trust shall retain rights to the data and the copy of the software systems.

4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.

4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.

4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.

4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

- a. If available, the paid premiums or contributions or claims costs of each group; or
- b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated.

Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for

any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and

- e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the

difference between the gross amount the teacher receives from E.I. and their regular gross pay;

2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

OSSTF – PART B

Article L1.00 PURPOSE

It is the intent and purpose of the Parties in this Collective Agreement, hereinafter referred to as the “Agreement” to set forth certain of the conditions of employment together with the salaries and the allowances which govern the Teachers who are covered by the Agreement.

Article L2.00 AMENDMENTS

Any amendment of this Collective Agreement shall be made in writing by mutual consent of the Parties and becomes effective on a date mutually agreed upon. A party proposing an amendment shall give written notice to this effect.

Article L3.00 RECOGNITION

L3.01.01 The Board recognizes OSSTF as the bargaining agent authorized to negotiate on behalf of its members employed to teach by the Board and assigned as teachers, excluding Occasional Teachers, including teachers with Letters of Permission and Continuing Education Teachers, to one or more secondary schools or to perform duties in respect of such schools all or most of the time, in accordance with the Education Act.

L3.01.02 The Employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.

L3.01.03 Each Party recognizes the right of the other Party to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation of this Collective Agreement.

L3.02.01 The Union has all rights which are specified in this Agreement and retains all rights granted by law.

(a) The Board recognizes the right of the Union to represent a member at a meeting where discipline is to be imposed or where an allegation of misconduct is being investigated. The Board will inform the teacher that they have the right to have a Union representative present. If the teacher elects to have Union representation, no discussion of the issue will take place until the Union representative is present in a timely fashion.

- (b) At the teacher's request to the Manager of Human Resources, documents contained in the teacher's personnel file which are disciplinary in nature and all supporting documents shall be removed from the file 2 years after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary materials regarding suspensions of four days or greater, and those related to harassment or violence, physical, emotional or psychological harm to students or other employees of the Board, will remain in a teacher's file.

- L3.02.02 The Board retains all rights except as those rights are limited by this Agreement.
- L3.02.03 The Board agrees not to penalize or discriminate against any Teacher for participating in the activities of the Union, including exercising any rights under this collective agreement.

L3.03 Education Act and Regulations

The Board and the Teachers shall abide by the Education Act, its Regulations and the Ontario Labour Relations Act.

- L3.03.01 On each pay date on which a Teacher is paid, the Board shall deduct from each Teacher the OSSTF dues and any dues chargeable by the Bargaining Unit.
- L3.03.02 The amounts shall be determined by the OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) calendar days prior to the expected date of change.
- L3.03.03 The OSSTF dues deducted shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3, no later than the end of the month following the date on which the deductions were made.
- L3.03.04 Such remittance shall be accompanied by a list identifying the teachers, their Social Insurance Numbers (SIN), annual salary and the amounts deducted.
- L3.03.05 Dues specified by the Bargaining Unit, if any, shall be deducted and remitted to the Treasurer of OSSTF District 5B, Rainy River District

Bargaining Unit no later than the end of the month following the date on which the deductions were made.

L3.03.06 Such remittance shall be accompanied by a list identifying the Teachers, their Social Insurance Numbers, annual salary and the amounts deducted.

L3.03.07 The OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the OSSTF and/or the Bargaining Unit.

L3.03.08 The Bargaining Unit agrees to execute such directions as may be necessary to authorize such deductions.

L3.04 The Board agrees to notify in writing and seek input from the Bargaining Unit prior to making changes to or finalizing any policies which directly affect Teacher evaluations or working conditions.

L3.05 Teacher evaluations shall be conducted according to evaluation procedures established by Board Policy as amended from time to time. No member of the Bargaining Unit shall evaluate another Bargaining Unit member.

Article L4.00 DEFINITIONS

L4.01 Teacher shall have the same meaning as in the Education Act.

L4.02 Experience
Experience shall mean experience in teaching or in business or a related field which is deemed acceptable by the Board as established at the time of hiring.

L4.03 Category
Category shall mean the four category systems as per the Ontario Secondary School Teachers' Federation Certification Plan as of September 1, 1992.

L4.04 Part-Time Teacher
A Part-Time Teacher shall mean a Teacher who is employed by the Board on a regular basis for other than full-time duty. Salary and Employee Benefits shall be pro-rated for part-time Teachers.

L4.05 Job Sharing Teachers
Job Sharing shall be when a teaching assignment is shared by more than one part-time teacher.

L4.06 Employee Benefits

Employee Benefits shall mean Group Term Life Insurance, Dental Plan, Extended Health Care, Vision Care and Semi-Private Coverage.

L4.07 Allowance

Allowance shall mean a sum which is paid in addition to grid salary for additional qualifications or responsibilities.

L4.08 Secondary Panel

Fort Frances High School (including, UNFC and the Alternative Education Program and Section 23 Programs), Rainy River High School (including Sturgeon Creek Alternative Program and the Alternative Education Program) and Atikokan High School (including the Alternative Education Program).

L4.09 Staff Complement Vacancy is a complement position within the Board which exists or will exist for the ensuing school year and to which no Bargaining Unit Member has been assigned. There may be extenuating circumstances under which a Staff Complement Vacancy is filled by a Long Term Occasional Teacher.

L4.10 Voluntary Transfer, in accordance with L12.03 will mean any staff change arrangement that is mutually agreed upon between the member and the Board, that fills a Staff Complement Vacancy.

L4.11 Surplus Teacher is a Bargaining Unit Member who has been identified by seniority as being in excess of the staffing requirements of a particular school for the ensuing school year.

L4.12 A Redundant Teacher is a Bargaining Unit Member who has been identified by seniority as being in excess of the staffing requirements of the Employer (Board wide) for the ensuing school year.

Article L5.00 **GRID PLACEMENT**

L5.01 A Teacher shall provide the Board with written proof of qualifications (QECO – Qualification Education Council of Ontario) for a higher salary category.

L5.02 If proof is submitted that the Teacher was so qualified prior to the first day of the school year, the Teacher's salary shall be adjusted as of the first day of the school year. If the Teacher becomes qualified after the first day of the school year, and receipt of the proof of qualifications is received prior to the start of the next school year, the Teacher's salary shall be adjusted effective to the date of completion of the course.

L5.03 The Teacher shall provide documentary proof of the following upon entering employment:

1. Teacher certification
 2. Teaching experience
 3. Related experience
 4. Category rating
 5. Post graduate degrees and/or specialist's certificates
 6. Accumulated sick leave
- This article may not apply to Teachers on a Letter of Permission.

L5.04 Related Experience

- L5.04.01 An allowance for trade or business experience shall be paid to a Teacher who is teaching in the area of technological or business studies and whose basic qualifications for admission to a college or faculty of education were technological or business qualifications rather than academic.
- L5.04.02 For Teachers employed as of September 1, 2000, any recognized related trade or business experience shall continue.
- L5.04.03 Each year of the related experience in excess of the minimum requirements set out in the Regulations of the *Education Act* will be recognized to a maximum of eleven (11) years for salary purposes. At the Board's discretion, additional experience for salary purposes may be recognized.
- L5.04.04 Years of related experience will be equated to qualified teaching experience on a two-to-one basis to a maximum of six (6) years on the grid. Related experience must be certified by the previous employer(s). Other proof of related experience acceptable to the Director of Education or Designate may be used for this purpose.
- L5.04.05 The years recognized for related experience will be added to the years recognized for base experience.
- L5.04.06 A documented request for related experience allowance must be presented to the Director or Designate by May 31 in order for the salary adjustment to be retroactive to September 1 of that school year.

Article L6.00 SALARY GRIDS**L6.01 Salary Grids****Basic Salary Grid - Qualified Teachers****Effective First School Day in the School Year**

September 1, 2019	Category			
Years Exp.	A1	A2	A3	A4
0	49,959	53,452	60,114	65,153
1	53,242	56,729	63,396	68,434
2	56,525	60,018	66,682	71,718
3	59,810	63,299	69,968	74,999
4	63,094	66,580	73,252	78,283
5	66,376	69,867	76,534	81,569
6	69,666	73,147	79,821	84,851
7	72,950	76,435	83,104	88,136
8	76,233	79,720	86,389	91,418
9	79,516	83,003	89,673	94,704
10	82,802	86,286	92,954	97,989
11	86,085	89,573	96,241	101,273

September 1, 2020	Category			
Years Exp.	A1	A2	A3	A4
0	50,458	53,987	60,715	65,804
1	53,774	57,296	64,030	69,118
2	57,090	60,618	67,349	72,435
3	60,409	63,932	70,668	75,749
4	63,725	67,246	73,984	79,065
5	67,040	70,566	77,299	82,385
6	70,362	73,879	80,619	85,700
7	73,679	77,199	83,936	89,017
8	76,995	80,518	87,253	92,332
9	80,312	83,833	90,570	95,651
10	83,630	87,149	93,884	98,968
11	86,946	90,469	97,203	102,286

January 27, 2021	Category			
Years Exp.	A1	A2	A3	A4
0	50,963	54,526	61,322	66,462
1	54,312	57,869	64,671	69,809
2	57,661	61,224	68,022	73,160
3	61,013	64,571	71,375	76,507
4	64,362	67,918	74,724	79,856
5	67,710	71,272	78,072	83,209
6	71,066	74,618	81,426	86,557
7	74,416	77,971	84,775	89,907
8	77,765	81,323	88,125	93,255
9	81,115	84,671	91,476	96,608
10	84,466	88,020	94,823	99,958
11	87,815	91,374	98,175	103,308

L6.02 Approved teaching experience will be calculated on September 1 of every year for purposes of placement on the salary grid. Approved teaching experience, exclusive of supply teaching, shall be totalled in months and divided by 10 to determine the number of years and any remainder of 5 or more months shall be rounded up to the next year. Effective September 1, 2005, teaching experience will include long-term occasional teaching experience performed after January 1, 1998. It shall be the responsibility of the Teacher to provide the Board with all relevant statements of teaching experience.

L6.03 Allowance for Post Graduate Degree

Effective September 1, 2019 the Board shall pay an allowance of \$909 per annum. Effective September 1, 2020 the board shall pay an allowance of \$918.09 per annum. Effective September 1, 2021 the board shall pay \$927.27 per annum for one Master's Degree from an Ontario University, or equivalent degree as recommended by the College of Education, University of Toronto, or one specialist's certificate, if it is not used in the evaluation for category placement.

L6.04 Method of Salary Payment

Annual salary shall be paid according to the following plan:

8% first school day
8% Sept. 25th
8% Oct 25th
8% Nov. 25th
8% Dec. 25th
8% Jan. 25th

8% Feb. 25th
 8% March 25th
 8% April 25th
 8% May 25th
20% June - last school day
 100%

L6.04.01 A Teacher working one semester only shall be paid their salary in the semester on the regular pay dates. Any outstanding pay shall be paid on the last day worked.

L6.04.02 The Board will consult a Teacher with respect to the repayment of any overpayment of salary and will endeavour to arrive at a mutually acceptable repayment schedule.

L6.05 Professional Development Subsidy

The Board agrees to pay a professional development subsidy to Teachers. The amount of the subsidy and the number of Teachers receiving such subsidy is to be set by Board Procedure 3.50 as amended from time to time. The Board will consult with the union if there are amendments to Board Procedure 3.50. On or before June 7th, the Union will provide the Board with a list of teachers who are eligible for the Professional Development Subsidy.

L6.06 Salary and Board Benefits will be pro-rated for part-time teachers in accordance with **the** table below:

<u>Pds Taught</u>	<u>FTE</u>
<u>1/6</u>	<u>0.17</u>
<u>2/6</u>	<u>0.33</u>
<u>3/6</u>	<u>0.5</u>
<u>4/6</u>	<u>0.67</u>
<u>5/6</u>	<u>0.83</u>
<u>6/6</u>	<u>1</u>

The provisions in this article do not apply to full-time members who:

- i) retire during the school year
- ii) take a sick leave under article C9.00/L9.06
- iii) take a Pregnancy/Parental Leave, Article L8.01.05.01

The provisions may apply to any other leave during the school year.

L6.07 Teacher's salary payments shall be made by direct deposit to a financial

institution of each Teacher's choice.

L6.08 Board-wide Consultant/Coordinator Allowance

- a. Effective September 1, 2019, the maximum allowance for a full time Board-wide Consultant/Coordinator will be \$6,641.17. If less than full time the allowance will be pro-rated accordingly, e.g. Board-wide half-time Board-wide Consultant/ Coordinator will be \$3,321.11.
- b. Effective September 1, 2020, the maximum allowance for a full time Board-wide Consultant/Coordinator will be \$6,707.58. If less than full time the allowance will be pro-rated accordingly, e.g. Board-wide half-time Board-wide Consultant/ Coordinator will be \$3,354.32.
- c. Effective September 1, 2021, the maximum allowance for a full time Board-wide Consultant and Board-wide Coordinator will be \$6,774.66. If less than full time the allowance will be pro-rated accordingly, e.g. Board-wide half-time Consultant/ Coordinator will be \$3,387.86.

L6.09 Hours of work for EI

For the purposes of reporting work hours for Employment Insurance, the employer shall record each full day of work as 8 hours worked.

Article L7.00 PART-TIME TEACHING AND JOB SHARING

L7.01 A Teacher seeking part-time teaching or job sharing shall submit to the Director or Designate, through the Principal, an application not later than January 31 of the preceding school year. Applications for such assignments which are made after the due date may be considered by the Board, and may be accepted or denied at the Board's sole discretion.

L7.02 The Director or Designate will forward the application, along with their recommendation, to the Board for their approval.

L7.03 The applicant will be advised of the Board's decision on or before April 30.

L7.04 Subject to L6.04.01, a part-time Teacher will have their salary annualized on their FTE for the school year. Upon returning to full-time or continuing in the plan for another year, the Teacher will have their increment pro-rated for each year on the plan. The Teacher shall have their salary, Employee Benefits and sick leave credits pro-rated in accordance with Appendix G. Upon returning to full-time or continuing in the plan for another year, the Teacher will have their increment pro-rated for each year on the plan.

L7.05 A Teacher will accumulate a full year's credit on the seniority list for each year that they are a participant in the plan, up to a maximum of two (2) years. After two (2) years, seniority will be on pro-rata basis. However, effective September

2005, a Teacher will accumulate a full year of credit on the seniority list for each year that they are a participant in the plan.

- L7.06 A Teacher who participates in either plan shall automatically revert to a full-time Teacher after one year unless application is made to continue in the plan.
- L7.07 On return to full-time teaching, the Teacher shall be assigned to the Teacher's same position or any other position mutually consented to by the Teacher and the Board.
- L7.08 Any Teacher hired for less than full time shall be offered a full time position for which the Teacher is qualified, if it is available, for the next semester. Here, qualified Teacher shall be as defined in the Education Act and Regulations.
- L7.09 If the Teacher opts not to accept the position, the Teacher shall write a letter to the Director and to the OSSTF District President informing them of the decision.
- L7.10 If the Teacher wishes to remain as a Part-Time Teacher in the next school year, the Teacher must apply for the Part-Time Leave and/or Job Sharing as per the Collective Agreement.

Article L8.00 LEAVE AND RETIREMENT PLANS

L8.01 Board Administered Plans

L8.01.01 Alternate Leave Plans

L8.01.01.01 Teachers and the Board are encouraged to take advantage of, and participate in, such opportunities as are afforded by Teacher exchange leaves, Department of National Defence and secondments requested by an organization other than the Board.

L8.01.01.02 Effective September 1, 2004, a Teacher will accumulate a full year's credit on the seniority list for each year they participate in such leaves or exchanges.

L8.01.02 Leave of Absence

Teachers desiring a Leave of Absence of not more than two years for reasons other than those stated in the contract must have the permission of the Board. If the Board grants this leave, it shall be at the Teacher's own expense. The Director or Designate shall recommend the number of Teachers allowed this leave in any one

(1) year. At the request of the Teacher, the Board will send a letter to the Ontario Teacher's Pension Plan Board verifying the leave.

L8.01.02.01 The Teacher who is granted such a leave shall not lose or gain seniority while on this leave.

L8.01.02.02 The Teacher on a leave of absence may not accept a permanent contract of employment with another Board either during the leave or on its conclusion unless the Board has accepted the Teacher's resignation. This does not preclude the member from working as an Occasional Teacher for another Board.

L8.01.02.03 A Teacher on leave without pay who is eligible and wishes to continue participating in the Teachers' Pension Plan is responsible for making their own arrangements directly with the Ontario Teacher's Pension Plan Board.

L8.01.02.04 Applications for either L8.01.01 or L8.01.02 above shall be received by the Principal by January 31 and forwarded by the Director or Designate to the Board by February 7. The Board shall notify all applicants by March 31 of the year of application whether the Board granted the request.

L8.01.02.05 Subject to the insurance carrier's approval, if the Teacher wishes to continue to participate in the current benefit plans during the self-funded leave year, the Teacher shall be allowed to do so. All premium costs shall be paid in full by the Teacher. On the first school day of the leave year, the Teacher shall provide the Board with post-dated cheques to cover the monthly premium costs. On return, the Teacher shall be responsible for any increased costs that have been incurred as a result of premium increases.

L8.01.03 Bereavement Leave

L8.01.03.01 Leave for the day of death will be granted without loss of pay and Board Administered Benefits. Bereavement Leave of up to seven (7) consecutive calendar days commencing the day after death, without loss of pay and Board Administered Benefits, shall be granted for bereavement in the family. However, where there is a

subsequent memorial service that takes place on an instructional day, one or more days may be used for that purpose, to a combined maximum of 5 (five) instructional days.

L8.01.03.02 Family means spouse, children, parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, grandchildren, sons-in-law, daughters-in-law. Spouse shall include a common-law or same sex partner with whom the Teacher resides.

L8.01.03.03 At the discretion of the Director or Designate, additional Bereavement Leave may be granted.

L8.01.03.04 Bereavement Leave for the death of a close friend or relative not mentioned above may be granted at the discretion of the Director or Designate with no loss of pay and Board Administered Benefits. The Director may name a principal as designate.

L8.01.04 Compassionate Leave

Two days per year shall be granted without loss of pay or Board Administered Benefits for a Teacher to attend to an emergency family situation. At the sole discretion of the Principal, additional leave may be granted. The duration of the additional leave shall be agreed upon by the Teacher and the Director or Designate. Teachers must exhaust personal leave days (L8.01.06) prior to requesting compassionate leave.

L8.01.05 Pregnancy and Parental Leave

L8.01.05.01 Pregnancy and Parental Leave shall be granted in accordance with Employment Standards Act 2000, as amended.

L8.01.05.02 The Pregnancy, Parental or Adoption Leave may be extended, upon request of the teacher, as a Leave of Absence to the end of the school year plus:

- a) Up to one (1) additional school year
- b) Up to two (2) additional school years by mutual agreement of the Teacher and the Board.

Return from this leave should coincide with the following:

- i) The end of a reporting period
- ii) The Tuesday after Thanksgiving
- iii) March Break
- iv) The Beginning of the next school year
- v) Any other time as agreed to by the Teacher and the Board

L8.01.05.03 A Teacher on Pregnancy or Parental Leave is considered to be under contract to the Board and may not accept a contract of employment with another Board, either during the leave or at its conclusion, unless the Board has accepted the Teacher's resignation.

L8.01.05.04 A Teacher on Pregnancy or Parental Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the Teacher been actively employed, including, but not limited to:

- a) accumulation of seniority and experience
- b) Teacher benefits

L8.01.05.05

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-

term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deductions from sick leave or STDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay. As long as the E.I. waiting period is less than two weeks, the eligible teacher shall receive a SEB plan payment for the number of additional weeks or partial weeks equivalent to the EI benefits that were not paid due to the reduction in the waiting period. This additional SEB plan payment will be paid following the eighth week of the leave.

L8.01.05.06 Following the Teacher's return to duty and subject to Article L13, Redundancy, then if eligible, the Teacher shall be guaranteed the same position at the same school, where possible, or failing that, equivalent position to that which they held at the commencement of the Leave, or any other employment mutually agreed to by the Teacher and the Board.

L8.01.06 Personal Leave

L8.01.06.01 A Teacher teaching full-time with the Board will be eligible for one (1) personal day. A Teacher teaching full-time with the Board who has completed six (6) or more years of service with the Board at the start of the school year, will be eligible for a second personal day.

L8.01.06.02 A Teacher teaching part-time, will be eligible for the personal days in L8.01.06.01 above, prorated to the Teacher's FTE for the school year.

L8.01.06.03 A Teacher participating in extra-curricular activities that involve more than fifty (50) hours shall be entitled to one (1) extra personal leave day. This day must be taken in the school year in which it was earned or in the first semester of the next school year and by mutual agreement of the Teacher and Principal. The

Teacher shall be responsible for keeping a record of the dates and hours spent in extra-curricular activities and submitting this record to the Principal on a monthly basis.

L8.01.06.04 Where possible, a Teacher should give at least three (3) days notice of request.

L8.01.06.06 Assignments are to be left by the Teacher going on a Personal Leave day unless the leave is being requested under an emergency situation.

L8.01.06.07 A Teacher may use only two (2) consecutive school days for any personal leave under this article.

L8.01.06.08 Personal Leave days are not cumulative from year to year.

L8.01.06.09 The Board reserves the right to limit Personal Leaves to one (1) for Rainy River High School, two (2) for Atikokan High School, and five (5) for Fort Frances High School for the same day.

L8.01.06.10 Requests will be honoured on a first-come, first-serve basis except in cases of emergency; therefore, Teachers are encouraged to make requests for this Leave as far in advance as practicable (no need to give a statement as to the reasons for the leave, merely a request for the day).

L8.01.06.11 At the discretion of the Director or Designate, more Personal Leave days or more consecutive Personal Leave days may be granted.

L8.01.06.12 A teacher shall be entitled to two additional personal leave days per year pro-rated for part-time Teachers. The Teacher shall reimburse the board for such days at the full cost of an occasional teacher. These days will not be deducted from accumulated sick leave. It is agreed that an occasional teacher will be hired to replace the teacher taking these additional personal leave days. The Teacher is not required to use these days to access Compassionate Leave.

L8.01.07 Family Medical Leave will be granted in accordance with the

Employment Standards Act. Family Medical Leave (as outlined in the Employment Standards Act) is available to provide care or support to a spouse, parent or child where that individual has a serious medical condition with a significant risk of death.

L8.01.08 A Teacher shall be granted a leave of absence from duty with pay and no loss of sick leave credits by reason of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which they are not a party or one of the persons charged, provided that the Teacher pays to the Board any fee, exclusive of traveling allowances and living expenses that they receive as a juror or witness.

L8.01.09 It is understood that employees may be entitled to leaves of absences under the *Employment Standards Act* that are not set out in this Collective Agreement. Employees may contact their Union or the School Board's Human Resources Department for additional information regarding such statutory leaves of absence.

L8.02 Leave Committee and General Guidelines

The following clauses shall apply to all leaves administered by the Leave Committee in Article L8.03, except where noted otherwise.

L8.02.01 Composition of the Committee

L8.02.01.01 The Leave Committee shall consist of three (3) members appointed by the Union, three (3) members appointed by the Rainy River District School Board, and the Director or Designate, who will act as secretary to the Committee, receive applications for leave and will be a non-voting member.

L8.02.01.02 A member of the Committee appointed by the Teachers and a member of the Committee appointed by the Board, excluding the Director or Designate, shall act alternately, on an annual basis, as Chair and Vice-Chair.

L8.02.01.03 The Union and the Board may appoint alternates for the Leave Committee members.

L8.02.02 Duties of the Committee

- L8.02.02.01 The Committee will evaluate applications for leave based on the criteria established.
- L8.02.02.02 The Leave Committee shall, after reviewing all applications submitted, interview applicants, approve or reject such application, and then, report to the Board the names of candidates for Leave.
- L8.02.02.03 The final selection of Leave shall be made by the Leave Committee and any decision reached must be supported by at least five (5) members of the Committee and have the final approval of the Board.
- L8.02.02.04 A written explanation outlining the reasons for rejection shall be provided by the Chair of the Leave Committee.
- L8.02.02.05 The Leave Committee will be appointed as a standing Committee to monitor the Leave Plans under its jurisdiction.

L8.02.03 Criteria for Leaves

The granting of a Leave shall be governed by the following criteria:

- L8.02.03.01 To qualify for Leave, a Teacher must have three (3) or more years of service with the Rainy River District School Board or its predecessors prior to the taking of his /her leave.
- L8.02.03.02 The Teacher is unlikely to be declared surplus during the term of the Plan.
- L8.02.03.03 The Teacher must declare that, notwithstanding emergency circumstances, they intend to serve the Board to the end of the completion of the Plan.
- L8.02.03.04 The Leave Committee may establish other criteria in the individual circumstances.
- L8.02.03.05 The Teacher seeking Leave shall present, with their application, a statement of their proposed plans for Leave.

L8.02.04 Timelines for Leaves

L8.02.04.01 Teacher seeking Leave shall submit to the Director or Designate, through the Principal, an application not later than:

L8.02.04.01.01 September 30 for a leave commencing in January through June;

L8.02.04.01.02 March 31 for a leave commencing in July through December.

L8.02.04.02 The Director or Designate will forward the application and the attached information to the Leave Committee within seven (7) days.

L8.02.04.03 The applicants will be advised of the Committee's decision on or before:

L8.02.04.03.01 November 15 for an application submitted according to L8.02.04.01.01.

L8.02.04.03.02 May 15 for an application submitted according to L8.02.04.01.02

L8.02.04.03.03 The Teacher shall execute the signing of a Memorandum of Agreement for a Leave Plan (Appendix A) within two (2) weeks of notification of acceptance of their application. Failure to do so shall nullify the Teacher's participation in the Plan.

L8.02.05 Continuance of Leaves

L8.02.05.01 On return to school, a Teacher will be assigned to their same position (including position of added responsibility), providing said leave does not occur over a period of time when the position of added responsibility expires and the position becomes open, or, if due to declining enrolment or changing enrolment patterns, said position no longer exists, the Teacher will be assigned an equivalent position to that which they held at the commencement of the Leave or any other position mutually consented to by the Teacher and the Board.

L8.02.05.02 A Teacher participating in the Plan shall be eligible, upon return to duty, for any increase in salary and benefit that would have been received had the one (1) year leave of absence not been taken.

L8.02.05.03 During the year's Leave of Absence, sick leave credits cannot be used or accumulated.

L8.02.05.04 A Teacher applying for a leave is responsible for ensuring that all criteria are met with the Ontario Teachers' Pension Plan Board and Revenue Canada.

L8.02.05.05 A Teacher on this Plan will accumulate a full year's credit on the seniority list for the year while on leave.

L8.02.05.06 Any Teacher receiving permission to participate in Deferred Leave Plan beginning September 1990 or later shall comply with the requirements of the Income Tax Act.

L8.03 Leave Committee Administered Leave Plans

L8.03.01 Deferred Salary Leave Plan

L8.03.01.01 The Deferred Salary Leave Plan is a self-financing plan that has been developed to afford a Teacher the opportunity of taking a one-year leave of absence with pay by spreading the salary payments over a deferred period.

- L8.03.01.02 The payment of salary and timing of the Deferred Salary Leave Plan may be as follows:
In the first four (4) years of the Plan a Teacher will be paid 80% of the annual salary normally paid under the collective agreement. The remaining 20% of the annual salary shall be withheld by the Board in each of the years leading up to the self-funded leave period. These amounts shall be held in trust by the Board and interest accumulated and paid at the Canada Savings Bond rate of the current year. The interest is to be added semi-annually at the end of December and at the end of June.
- L8.03.01.03 During the Leave period, the Teacher shall receive the total deferred salary.
- L8.03.01.04 If the Teacher wishes to continue to participate in the current benefit plans during the self-funded leave year, the Teacher shall be allowed to do so. All premium costs shall be paid in full by the Teacher. On the first school day of the Leave year, the Teacher shall provide the Board with post-dated cheques to cover the monthly premium costs. On return, the Teacher shall be responsible for any increased costs that have been incurred as a result of premium increases.
- L8.03.01.05 With the approval of the Board, a Teacher may select some alternative method of deferring salary and of the timing of the one year leave of absence other than that specified in article L8.03.01.02.
- L8.03.01.06 Leave periods cannot be postponed beyond the maximum time limit of seven (7) years. Any money accumulated will continue to earn interest until the leave is taken.
- L8.03.01.07 A Teacher wishing to participate in a Deferred Leave Plan shall submit to the Director or Designate, through the Principal, an application not later than March 31 of the year previous to the school year in which the Deferred Plan shall begin.

- L8.03.01.08 The Director or Designate shall forward the application to the Board. The Director or Designate shall include a recommendation to grant or deny the Deferred Leave based on the following criteria:
- a) the Teacher is a permanent employee,
 - b) the Teacher has three or more years of service with the Rainy River District School Board or its predecessors.
- L8.03.01.09 The applicant for Deferred Leave shall be advised in writing of the Board's decision on or before May 15 of the year the application was made.
- L8.03.01.10 The Teacher shall execute the signing of a Memorandum of Agreement for a Leave Plan (Appendix A) within ten (10) working days of notification of acceptance of the application. Failure to do so shall nullify the Teacher's participation in the Deferred Leave Plan.
- L8.03.01.11 On return to school, a Teacher will be assigned to their same position (including position of added responsibility), providing said leave does not occur over a period of time when the position of responsibility expires and the position becomes open, or, if due to declining enrolment or changing enrolment patterns, said position no longer exists, the Teacher will be assigned an equivalent position to that which they held at the commencement of the Leave or any other position mutually consented to by the Teacher and the Board.
- L8.03.01.12 A Teacher participating in the Plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one (1) year leave of absence not been taken.
- L8.03.01.13 During the year's leave of absence, sick leave cannot be used or accumulated. (Note: For additional information regarding sick leave, see Article C9:00 above)
- L8.03.01.14 A Teacher on this Plan will accumulate a full year's credit on the seniority list for the year while on leave.

- L8.03.01.15 A Teacher may withdraw from the Plan any time prior to taking the leave of absence. Upon withdrawal, any money accumulated plus interest owed shall be paid within sixty (60) days of notification of the desire to leave the Plan.
- L8.03.01.16 Should a Teacher die while participating in the Plan, any money accumulated plus interest owed at the time of death shall be paid to the Teacher's estate.
- L8.03.01.17 A Teacher declared redundant while participating in the Plan will be required to withdraw and any money accumulated plus interest owed shall be paid to the Teacher. Payment shall be made within sixty (60) days of withdrawal from the Plan.
- L8.03.01.18 A Teacher applying for a Deferred Leave is responsible for ensuring that all criteria are met with the Ontario Teachers' Pension Plan Board and Revenue Canada.

L8.03.02 Course Subsidy Plan

A yearly amount of up to \$9,000 will be paid to a fund for professional development to a cap of \$18,000 in the fund on September 1st of each year.

L8.03.03 Federation Leave

- L8.03.03.01 Teachers who are elected or appointed to a salaried Federation position may be allowed leave for the duration of their Federation duties.
- L8.03.03.02 Teachers who are currently on a Federation Leave as in L8.03.03.01 shall give notice by April 15 of that teaching year to the Board of their intention to return to their former position with the Board.
- L8.03.03.03 On return to school, a Teacher will be assigned to their same position (including position of responsibility) providing said leave does not occur over a period of time when the position of responsibility expires and the position becomes open, or, if due to declining enrolment or changing enrolment patterns, said position no longer exists, the Teacher will be assigned

an equivalent position to that which they held at the commencement of the Leave or any other position mutually consented to by the Teacher and the Board.

L8.03.03.04 A Teacher will accumulate a full year's credit on the seniority list for each year of participation in such leaves.

L8.03.03.05 The Board shall grant leave of up to a total of 1.0 FTE between the President and/or Chief Negotiator to attend to Federation duties. The District may apply to the Board for additional leave. The District shall reimburse the Board for the salary and benefits for the teachers on leave (prorated for less than full time) at the rate of Category 2 year 0 plus any union paid allowance.

The President and Chief Negotiator shall each be credited with a full year experience, seniority, and benefits as if they were teaching full time. Applications for such leave shall be made by the end of April.

L8.03.03.06 Leave shall be granted with pay and Teacher benefits and without loss of credit for teaching experience to members of the Bargaining Unit for the purpose of carrying out Federation business. If the leave does not qualify under 1.1 of Board Policy #8.21, the Federation shall be billed at the rate of a qualified Occasional Teacher.

L8.03.03.07 The Board and Union agree to work together to ensure a member on Federation Leave who will be absent for a significant period of time will be replaced by a member identified by the bargaining unit. The replacement shall be at no additional cost to the Board.

L8.04 Independent Medical

Should the Board require from an employee an independent medical opinion, the choice of medical practitioner shall be mutually agreeable to the Board and the Union. It is understood that the Board will bear the cost for such medical assessment. The member shall receive a copy of the IME report.

L8.05 Sick Leave Gratuity

Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity below:

- L8.05.01 When a Teacher who has at least ten (10) years continuous service with the Board retires on a pension or is entitled because of age to a deferred pension or who, after ten (10) continuous years of service, is forced to retire due to illness but still merits a pension according to the Teachers' Pension Act, the Board will pay to the Teacher their accumulated leave in the form of a retiring allowance. In these cases, the ten (10) years continuous service must immediately precede the retirement year.
- L8.05.02 The allowance will be calculated on the basis of $\frac{1}{2}$ the number of sick leave days standing to the Teacher's credit x $\frac{1}{200}$ of the Teacher's annual salary at the time of retirement to a maximum of 50% of annual salary in accordance with the intention of the Education Act (1974) section 155 (8).
- L8.05.03 The recipients shall receive one (1) total payment by July 8 unless they inform the Board in writing that they wish to defer part of the payment to the following January.
- L8.05.04 A teacher that submits a resignation by January 31st that is accepted by the Board shall receive their retirement gratuity prior to the end of February on the understanding that any adjustment for overpayment will be made to salary at the end of the school year.

L8.06 Leave Letters

The Board shall copy the local Union President on Leave approval and denial letters sent to OSSTF members.

Article L9.00 BENEFIT PLANS AND LTD

L9.01 Benefits – See Part A, Central Terms (C7)

L9.02 Long Term Disability Insurance Plan

The Union will administer the Teacher Funded Long Term Disability Plan. The Board will deduct premiums and remit to the carrier and will notify the union of any continuous absences beyond 15 days.

- L9.02.01 Enrolment in the Long Term Disability Insurance Plan shall be mandatory for those Teachers hired in 1988 or later. An exception will be made for any Teacher who is covered by an equivalent plan.
- L9.02.02 The Board agrees to pay its portion of the premiums for benefits during the time that a Teacher is on Long Term Disability Leave of Absence, up to period of three (3) years.
- L9.02.03 A member on Long Term Disability Insurance Leave of Absence remains an employee with the Board throughout the period of the leave and maintains the rights of a member under the terms of the Collective Agreement.
- L9.02.04 A member on Long Term Disability Insurance Leave of Absence shall continue to accumulate seniority at the same rate as if they were not on leave.
- L9.02.05 A member on Long Term Disability Insurance Leave of Absence shall be subject to the surplus/redundancy procedures during the period of leave.
- L9.02.06 Upon termination of the Long Term Disability Insurance Leave of Absence, the member shall return to their previous teaching position or a comparable one to that was held at the commencement of the leave, subject to the surplus/redundancy procedures.

L9.03 Employment Insurance Rebate

The parties agree to ensure that a minimum of 16.70 days per Teacher per year for each school will be available for sick leave purposes in order to continue with the reduction of EI premiums. The employee share of the EI rebate will be paid to the Rainy River District of OSSTF.

Article L10.00 BOARD TRANSFER OF TEACHERS

- L10.01 Any transfer of a Teacher among the high schools in Fort Frances, Rainy River and Atikokan shall occur only if notice is given in writing to the Teacher involved prior to May 1 of the preceding school year except when the transfer is by mutual agreement between the Board and the Teacher.
- L10.02 Transfers will be based on demonstrated educational need and shall not create a surplus in the school to which the transferee is assigned. With due consideration being given to the program needs, the transferee would be the most junior Teacher as qualified under the Regulation - Operation of Schools - General.
- L10.03 Where, at the request of the Board, a Teacher is transferred, the Board will bear the cost of moving subject to the conditions as outlined in Board policy.
- L10.04 This clause (L10.03) will not apply in cases of redundancy.

Article L11.00 GRIEVANCE/ARBITRATION PROCEDURE

L11.01 Definitions

L11.01.01 "Grievance" is defined and restricted to the interpretation, application or alleged violation of a specific article or section of this Collective Agreement and any Letter of Understanding that so indicates that it is grievable.

L11.01.02 Party shall be defined as:

L11.01.02.01 The Board

L11.01.02.02 The Bargaining Unit

L11.02 Step One (Informal Stage)

A Teacher who has a complaint relating to the interpretation, application or alleged violation of this Agreement, shall discuss the complaint with their Principal within ten (10) school days of the origination of circumstances giving rise to the grievance. The Teacher will be allowed to have a representative of the Bargaining Unit and/or Provincial OSSTF present with him/her at this meeting. The Principal shall state their decision in writing within five (5) school days of receiving the complaint.

L11.03 Step Two

Should the Bargaining Unit be dissatisfied with the Principal's disposition of the

complaint, the Bargaining Unit may within ten (10) school days initiate a written request with the Director of Education or Designate. This shall be filed within fifteen (15) school days of the origination of circumstances giving rise to the grievance. The written grievance shall set forth the reason therefore together with the article or articles allegedly violated. The Director or Designate shall answer the grievance, in writing, within five (5) school days.

L11.04 Step Three

If no settlement is reached at Step 2 within ten (10) school days, the matter may be referred to any Arbitrator under the terms as established in the *Labour Relations Act*.

L11.04.01 If the grievor fails to act within the time limits set out at any stage, the grievance will be considered abandoned.

L11.04.02 If any official fails to reply to a grievance within the time limits set out at any stage, the grievor will submit their grievance to the next step of the grievance procedure.

L11.04.03 At any stage of the grievance procedure, the time limits imposed upon either Party may be extended by mutual agreement.

L11.04.04 Any complaint or grievance which is not commenced or continued to the next stage of the grievance procedure within the time specified herein shall be deemed to have been withdrawn. However, time limits specified in the grievance procedure may be extended by mutual agreement in writing between the Board and the Grievor.

L11.05 The Bargaining Unit may initiate a group grievance concerning the interpretation, application or alleged violation of this Agreement. Such a grievance shall be filed within fifteen (15) school days of the origination of circumstances giving rise to the grievance. A Bargaining Unit group grievance may be filed if the grievance is shared by more than one (1) Teacher. The group grievance will begin Step 2 when the Bargaining Unit makes a written submission to the Director of Education.

L11.06 The grievance procedure is not to be construed as interfering with the rights of Teachers to discuss problems with the Principal.

L11.07 Arbitration

L11.07.01 Where a difference arises between the Parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is

arbitrable, either Party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the Party appointed to an Arbitration Board and shall be delivered to the other within ten (10) school days of receiving the reply under Step

2 of the Grievance Procedure. The recipient Party shall within ten (10) school days, advise the other of the name of its appointee to the Arbitration Board.

L11.07.02 The 2 appointees so selected shall, within five (5) school days of the appointment of the second of them or a time mutually agreed upon, appoint a third person who shall be the Chair. If the recipient Party fails to appoint an arbitrator or if the two (2) appointees fail to agree upon a Chair within the time limit, the appointment shall be made by the Ministry of Labour upon the request of either Party. The Arbitration Board shall hear and determine the difference or allegation and shall issue its decision and the decision shall be final and binding upon the Parties, and upon any Teacher affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chair shall govern.

L11.07.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

L11.07.04 Each of the Parties hereto will bear the expenses of the arbitrator appointed by it and the Parties will jointly share the expenses of the Chair of the Arbitration Board, if any.

L11.07.05 Where both Parties agree arbitration may be dealt with by a single arbitrator, the Parties will share equally the expenses of the arbitrator.

L11.07.06 The arbitrator or Board of Arbitration shall not be authorized to make any decision inconsistent with the provisions of the Agreement, not to alter, delete from, modify or amend any part of this Agreement.

L11.08 Mediation

At any stage in the grievance procedure, the Parties can agree in writing to grievance mediation.

L11.09 Employee Relations Committee

The parties agree to participate in a joint Employee Relations Committee. Unless the parties agree otherwise, discussions shall not include matters that are subject to an active grievance. Meetings shall proceed monthly, based on an agenda, mutually agreed to in advance. Each party will be responsible to keep their own minutes to ensure timely follow up.

Article L12.00 **SENIORITY LIST**

L12.01.01 The Secondary Staffing Committee, for the purposes of Transfer, Surplus, Redundancy and Recall procedures, shall consist of **up to** three (3) representatives of the Board, and **up to** three (3) representatives of the Bargaining Unit. This Committee shall have the right to review whether the procedure has been followed correctly. If it is determined by the Committee that there has been an error in procedure, then the committee will recommend a solution to rectify the error. This solution shall be implemented forthwith.

L12.01.02 Appeal - A Teacher declared surplus or redundant who believes the declaration to have been unjustly arrived at may appeal directly to the Secondary Staffing Committee. Such an appeal must be made within five (5) consecutive school days from their notification of being surplus or redundant. Review of the case by the Secondary Staffing Committee will occur within ten (10) consecutive school days of the receipt of the application. The role of the Secondary Staffing Committee, in so far as this article is concerned, will be to determine that the procedures of this policy were followed in detail. The decision of this Committee is final. In the case of a tie vote, the appeal is considered lost. The Grievance Procedures as outlined in this Collective Agreement are not applicable.

L12.01.03 Qualified Teacher, as defined Reg. 298, section 19, of the Education Act. A Teacher, who agrees to become qualified under the above section within one year of being assigned to a staff complement vacancy, will be considered to be a Qualified Teacher in so far as this article is concerned. Failure to complete the agreed upon qualifications, within one year, will render the member unqualified for the position. Upon mutual agreement between the Board and the Union, the time period for qualification may be extended.

L12.02 Seniority List

L12.02.01 The Seniority List in place on September 1, 2000, shall be the initial Seniority List.

L12.02.02 Any employees hired after September 1, 2000, shall be added to the top of the list in accordance with Article L12.02.03 and L12.02.04 so

that the most junior employee will be added to the top of the list.

L12.02.03 Seniority shall be the length of continuous service with the Rainy River District School Board as a Bargaining Unit Member from the first day worked after being hired. Any approved absences including layoff with recall rights shall not be considered an interruption of continuous service.

L12.02.04 The list shall be rank ordered such that the most senior Bargaining Unit Member is at the bottom of the list and the most junior is at the top.

L12.02.05 The revised Seniority List(s) shall be posted in all secondary schools and copies forwarded to the President of the Bargaining Unit effective to and no later than October 31 and March 1 of each school year.

L12.02.06 Errors in the calculation of a Member's seniority shall be brought to the attention of the Employer by the President or designate, within fifteen (15) working days or the list shall be deemed correct.

L12.02.07 Newly hired Bargaining Unit Members shall be added to the seniority list based on their first day of work.

L12.02.08 Should a tie in rank ordering occur based on the first day of work, the following criteria shall be used to break the tie:

L12.02.08.01 Years of continuous secondary teaching experience with the Employer and its predecessor boards as a Bargaining Unit Member;

THEN

L12.02.08.02 Total years of secondary teaching experience with the Employer and its predecessor boards as a Bargaining Unit Member;

THEN

L12.02.08.03 Total years of experience (including secondary, elementary, and related experience as recognized by the Board at the time of hiring);

THEN

L12.02.08.04 Higher category rating;

THEN

L12.02.08.05 By lot conducted by the Director and the Bargaining Unit President.

In applying the above criteria, the steps shall be applied in order as required until the tie is broken.

L12.03 Voluntary Transfer

L12.03.01 Bargaining Unit Members who wish to be considered for transfer to another secondary school must inform the Director in writing no later than April 15 in the school year immediately prior to the school year for which the transfer shall be effective. Teachers who request a transfer to another secondary school will be interviewed for vacant positions for which they are qualified.

L12.03.02 All requests as per L12.03.01 shall remain on file with the Director for twelve (12) months.

L12.03.03 Teachers who request a voluntary transfer will be considered at an annual staffing meeting or may be considered at other times in the school year with the consent of the Teacher and the Board. Upon the request of the Teacher, the Teacher will be entitled to union representation at a meeting with the Board, during which the Board will discuss its rationale for the denial of the transfer.

L12.03.04 Where the Board initiates a Teacher transfer, the Teacher transferred by the Board shall not be designated for transfer for a period of two years unless initiated by the Teacher at the end of a one-year period.

L12.03.05 Requests for voluntary transfer which have been approved by the Board shall be used first to fill staff vacancies at a specific school. In order to facilitate voluntary transfers, a Teacher who is transferred, with Board approval, to replace a Teacher on leave for only one year will remain the responsibility of the originating school.

Article L13.00 SURPLUS, REDUNDANCY, RECALL, EXTERNAL HIRING

L13.01 Surplus to School Declaration

- L13.01.01 Should Board approved voluntary transfers as per Article L12.03 not satisfy the requirements of staffing based on projected enrolment, the least senior Bargaining Unit Members at schools that are staffed beyond the complement required shall be declared surplus to the school.
- L13.01.02 Should this create a situation where no bargaining unit member at the school is qualified to teach in areas outlined in Reg 298 (operations of schools), then the next teacher on the seniority list will be given the opportunity to become qualified for the vacant position, within one year. Should this next senior bargaining unit member refuse, they will be declared surplus. All options must be explored before a more senior teacher is declared surplus in order to protect program.
- L13.01.03 Should there be a need for the Principal to make a surplus declaration, qualifications required to address program needs in a school will be based on the Act and Regulations.
- L13.01.04 If a surplus is deemed to exist, the Secondary Staffing Committee as defined in section L12.01.05 will meet forthwith. Additional information will be exchanged and alternative solutions will be examined. This committee will ensure that all options have been explored before a teacher is declared surplus. A Teacher declared surplus in one school when there are no vacancies in the other schools will be entitled to displace a Teacher whom they are qualified to replace and who is the most junior person on the Seniority List (as defined in L12.02) in the system.
- L13.01.05 A school administrator shall deliver notification in writing, to a Bargaining Unit Member who is to be declared surplus, no later than 5:00 p.m. on May 10th. Such a notification will be preceded by an interview with the member wherever possible. If it is not possible for the school administrator to meet with the teacher who is declared surplus before delivery of the notification in writing, then the school administrator shall meet with the Teacher declared surplus within five (5) working days. The school administrator will provide the Teacher with an explanation of the decision and a description of the Teacher's rights under the Collective Agreement as it pertains to transfers and surplus.
- L13.01.06 Bargaining Unit Members on any approved leave are the responsibility of the originating school.
- L13.01.07 Bargaining Unit Members who are declared surplus and have been

placed in another school shall have right of return to positions for which they are qualified, which become available at the school from which they are declared surplus, at the end of the school year or at the end of the semester. Redundant teachers will only be offered available positions after surplus teachers.

L13.02 Redundancy

- L13.02.01 Should a reduction in total staff complement become necessary, Bargaining Unit Members who are least senior shall be informed in writing by the Employer no later than 5:00 p.m. on May 10th. This shall be preceded by verbal notification of the Member by a school administrator, wherever possible.
- L13.02.02 If it is not possible for a school administrator to meet with the teacher who is declared redundant before delivery of the notice in writing, then a school administrator shall meet with the Teacher within five (5) working days. The school administrator will provide the Teacher with an explanation of the decision and a description of the Teacher's rights under the Collective Agreement as it pertains to transfers and surplus.
- L13.02.03 Reductions in staff shall start at the top of the Seniority List with the least senior Bargaining Unit Member and proceed down the Seniority List.
- L13.02.04 If a redundancy is deemed to exist, the Secondary Staffing Committee as defined in section L12.01.05 will meet forthwith. Additional information will be exchanged and alternative solutions will be examined, such as a redundant Secondary Teacher being offered a position in the Elementary Panel.
- L13.02.05 The Employer shall determine displacements and consequent staffing adjustments. Displacements shall be done according to Articles L12.00 and L13.00.
- L13.02.06 A Member may elect to refuse to displace another Member and be placed on the recall list. This member will be offered the first Staff Complement Vacancy, (for which the member is qualified), at the school from which the member was declared surplus/redundant. If the member refuses to fill that Vacancy, then the Board shall have no further obligation to that Member.
- L13.02.07 To secure another job, a redundant Teacher must be available for an interview. Recognizing this fact, the Board will allow a Teacher

who has been declared redundant, a maximum of five (5) work days for the purpose of attending job interviews. Combined with Personal Leave Days, the total days shall not exceed five (5) in any one school year.

L13.03 Recall

- L13.03.01 The Board shall establish and maintain a recall list of all Bargaining Unit Members declared redundant.
- L13.03.02 Bargaining Unit Members who have been declared redundant shall be recalled to Staff Complement Vacancies, which become available on or after May 11th, based on seniority and be reinstated as though there had been no interruption in service.
- L13.03.03 Bargaining Unit Members who are eligible for recall shall file with the Board their most recent address and telephone number and email address.
- L13.03.04 When a position becomes available, the Board shall contact the Teacher being recalled by telephone and shall offer the position by written letter sent by an email to both the member and the District President.
- L13.03.05 A Teacher has the right to refuse recall to a position offered by the Board, based on travel/geographical considerations, without prejudice to their recall rights. The Board shall have no further obligation to a Teacher, who refuses a position for which they are qualified, at the school from which the Teacher was declared redundant.
- L13.03.06 A Teacher will be given twenty-four (24) hours to communicate to the Board their decision regarding a recall offer. If more time is required, the parties may mutually agree on an appropriate extension.

L13.04 External Hiring

- L13.04.01 External hiring shall take place only after positions have been offered first to Bargaining Unit Members who have been declared surplus or redundant, and then to Bargaining Unit Members with less than full-time assignments within the school where the vacancy is. For clarity, the Board will consider voluntary transfer requests before external hiring.

L13.05 Advertisement- All vacant positions, which cannot be filled through Articles L12.03 and L13.00 shall be posted in all secondary schools, electronically and in writing, three (3) school days prior to external advertisement.

L13.05.01 Hiring For Teaching Positions – Rainy River District School Board
Teachers shall be given consideration on filling any vacant position for which they are qualified or deemed to be qualified.

L13.05.02 For all FTE postings, the principal shall provide a draft timetable upon request by any potential applicant. The OSSTF may request a draft timetable from the principal as well and the request shall not be unreasonably denied. It is understood that the timetable provided is subject to change and therefore not binding on the principal.

L13.05.03 The posting for an FTE assignment shall state the required qualifications in respect of the draft timetable.

L13.05.04 The names of all internal applicants to each job posting along with the information on which members were shortlisted for an interview and the successful candidate for the position shall be provided to the District President. This information will only be provided upon request by the District President.

Article L14.00 EMPLOYMENT & WORKLOAD

L14.01 Every school shall have a Headship for Student Success. Other Headships shall be determined by the Principal at each school in consultation with the school's staff. There will be fifteen (15) positions with an allowance of \$5,645.89 on September 1, 2019, \$5,702.35 on September 1, 2020 and \$5,759.37 on September 1, 2021. There will be (8) eight positions at Fort Frances High School, (3) three positions at Rainy River High School and (4) four positions at Atikokan High School. It is understood that a position may be shared by two (2) or more teachers subject to mutual agreement of the Parties and the allowance will be pro-rated accordingly. The term of each Headship will be two years; however, teachers may continue in such a position for more than one term.

L14.02 Working Conditions

L14.02.01 Each full time teacher shall be assigned a maximum of 6 out of 8 periods. Each full-time teacher may also be assigned up to the following maxima Alternative Professional Assignments (APAs), consistent with FTE, comprised of either on-calls, supervisions,

student mentoring and teacher mentoring based on 75 minute periods or equivalent as follows:

<u>Pds Taught</u>	<u>FTE</u>	<u>On-Calls</u>	<u>Supervision</u>	<u>Mentoring</u>	<u>Total</u>
<u>1/6</u>	<u>0.17</u>	<u>4</u>	<u>2</u>	<u>2</u>	<u>8</u>
<u>2/6</u>	<u>0.33</u>	<u>8</u>	<u>3</u>	<u>6</u>	<u>17</u>
<u>3/6</u>	<u>0.5</u>	<u>12</u>	<u>5</u>	<u>8</u>	<u>25</u>
<u>4/6</u>	<u>0.67</u>	<u>16</u>	<u>7</u>	<u>10</u>	<u>33</u>
<u>5/6</u>	<u>0.83</u>	<u>20</u>	<u>8</u>	<u>14</u>	<u>42</u>
<u>6/6</u>	<u>1</u>	<u>24</u>	<u>10</u>	<u>16</u>	<u>50</u>

One Alternative Professional Assignment above is equivalent to ½ period.

L14.02.01.01 On calls may be transferred by the Principal or designate from the on call column to either the supervision or teacher/student mentoring column. Supervisions may be transferred from the supervision column to the teacher/student mentoring column.

Every effort shall be made to notify the Teacher at least 48 hours in advance when APAs are transferred between columns.

L14.02.02 Mentoring as assigned by the Principal shall include but is not limited to:

- tutoring, counselling, advising, assisting, and remediating students.
- mentoring teachers.

L14.02.02.01 The in-school staffing committee as per article L15.06.04 shall review and track every teacher's Alternative Professional Assignments based upon information received from the principal about Alternative Professional Assignments assigned to teachers in each semester. Such tracking/reporting shall occur by the first Monday in December in semester I and by the first Monday in May in semester II and shall include the date upon which each assigned duty was performed, as well as the total duties of each type performed during each reporting period.

L14.02.03 In a semestered school, each column of the Alternative

Professional Assignments will be split equally between semesters.

- L14.02.04 The total Alternative Professional Assignments shall be equitably timetabled and performed inside the instructional day.
- L14.02.05 No classroom teacher shall be assigned other duties in addition to those set out in L14.05.01 to L14.05.04 above.
- L14.02.06 Part time teacher workload shall be pro-rated to that of the full time teacher workload.
- L14.02.07 Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the end of the first period and the start of the last period.
- L14.02.08 Every effort shall be made to ensure that no teacher shall be allocated assigned time over a continuous interval exceeding 150 minutes excluding travel time between periods and/or breaks.
- L14.02.09 A full time classroom teacher shall be assigned no more than two one-half period APAs per week and a maximum of one half period per day. A teacher may be assigned two per day through mutual consent between the teacher and the principal.
 - L14.02.09.01 Alternative Professional Assignments may be scheduled in blocks with the mutual agreement of the Member, the Principal, and inform the Bargaining Unit.
- L14.02.10 Teachers shall not be mandated to work any days preceding the official start of the school year and any days following the official end of the school year.
- L14.02.11 The length of the school year shall be the minimum required under the Education Act.
- L14.02.12 Every effort shall be made to limit the number of preparations for each teacher.
- L14.02.13 The Principal of each Secondary School will forward to the Branch President as soon as possible, or by the last day of each reporting term, a copy of each Member's workload report for the year.

L14.02.14 Teachers shall be notified of any APAs before the close of the previous school day, where possible.

NOTE: The Board, in consultation with the teacher and the Bargaining Unit, determines the workload and F.T.E of all part time teachers. This will not increase the total F.T.E for the system.

L14.03 Class Size - Keeping in mind, the best interests of both its students and Teachers, the Board shall limit class size to the following number of students in any one class. These numbers will apply except where workstations or safety will not permit.

L14.03.01	University Credits	31
	College Credits	29
	Open Credits	28
	University/College	29
	Essential Credits	23
	Workplace Credits	22
	Family Studies (Lab)	25
	Gr. 9/10 - Academic	31
	- Applied	27
	- Essential/Locally Developed	22
	- Open	29
	Gr. 9 Destreamed	27
	Science	28
	Technical Credits (Except Grade 9)	21
	(i.e. Manufacturing, Transportation, Construction and Design)	
	Technical Credits (Grade 9)	23
	Coop Credits (all streams)	27
	Alternative Education Programs (all streams)	23

L14.03.02 Notwithstanding the above, class size limits can be exceeded by one (1) provided that not more than 30% of classes in the school exceed the maximum.

L14.03.03 In a multi-level class, the lowest cap shall apply.

L14.03.04 The maximum number of students in a self-contained special education class shall be in accordance with Section 31 of Regulation 298 under the Education Act.

L14.03.05 The class size limits shall apply by September 15, semester 1 and February 15, semester 2. The Director of Education and the Principal shall ensure that all class (section) limits are adhered by the above stated dates.

- L14.03.06 When integrating K level students (non-credit) into classes every effort will be made to place the students into Locally Developed or Applied level sections. Class size limit for Applied level classes to which K level students have been added will have a hard cap of 27. With mutual consent of the teacher and principal, K level students may be added to participate in an Academic or Open level class. In such cases, Academic or Open level class size limit will apply.
- L14.03.07 In LSC in Fort Frances, SLC in Atikokan, and LSR in Rainy River, students assigned to a period to which there is not a teacher in the alternative program setting, may be placed on the class list of a teacher who does have a section. With regard to these students, the teacher will be responsible for marking and reporting, however supervision will be limited to students present in the teacher's assigned period only.
- L14.04 The normal instructional work week in the secondary schools is five (5) days, Monday through Friday inclusive. No Teacher will be assigned duties beyond the normal instructional day except by mutual agreement of the Teacher and the immediate supervisor.
- L14.05 All Teachers shall receive their timetables for the whole school year no later than August 15 of the year preceding the school year. See Appendix C.
- L14.06 An up-to-date print out of all classes and courses showing number of students in each class and course shall be made available to the OSSTF District President within five school days from the date of the request.
- L14.07 Safety
The parties agree to comply with the Occupational Health and Safety Act and regulations and the terms of reference of the Joint Health and Safety Committee as amended from time to time.
- L14.08 Medical Procedure
No Teacher shall be required to do any medical or physical procedure for pupils that might in any way endanger the safety or health of the pupil or subject the Teacher to risk or injury or liability for negligence.
- L14.09 When time during the work day is provided for staff to complete Health and Safety related training activities, staff should use that time to complete the required training, or utilize their own time to complete the training within a reasonable timeframe. Staff members that are absent from work on a day they are scheduled to work, where training is scheduled and time is allocated, will be responsible for completing the training activities within a reasonable timeframe upon their return. Specific time during the work day will not be

scheduled to complete this training for absent staff.

- L14.10 The Board will inform members of their right to have Union representation at meetings where Return to Work plans are being discussed.

Article L15.00 STAFFING FOR SECONDARY SCHOOLS

- L15.01 Notwithstanding the following, the Board may hire additional Teachers to perform duties in respect of secondary schools.
- L15.02 Staffing shall be based on Ministry of Education and Training legislated requirements with respect to average class size.
- L15.03 A secondary school's average daily enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.
- L15.04 In addition, Guidance Teachers and Teaching Librarians and Special Education Teachers may be assigned as per MET funding.
- L15.05 For the purposes of staffing in grades 9-12 (excluding E-Learning credit courses), the Board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.
- L15.06 Staffing Committees

- L15.06.01 The Board agrees to the establishment of the following committees:
- a) Secondary Staffing Committee
 - b) In-school Staffing Committee

L15.06.02 Secondary Staffing Committee

A Secondary Staffing Committee shall be established by September 15 and maintained from year to year. The purpose of the committee will be to assure fair and equitable distribution of staff in accordance with the Collective Agreement. The committee shall meet with the Director or Designate in the spring and fall of each year to:

1. review the allocation of staff to each school
2. review the allocation and organization of staff within each school
3. review working conditions
4. review the application of surplus redundancy procedures.

5. Provide FTE enrolment and staffing projections for the upcoming school year.

L15.06.03 Composition of Secondary School Committee

There shall be up to three (3) representatives of the Union and up to three (3) representatives of the Board chaired by the Director or Designate.

L15.06.04 In-School Staffing Committees

The purpose of the committee will be to assist the Principal to:

- a) review the allocation and organization of staff within the school.
- b) review the Alternative Professional Assignments (APA's)

The committee will meet prior to June 1st.

Any concern of the In-School Staffing Committee may be reported to the Director or Designate.

L15.06.05 Composition of In-School Staffing Committee.

The committee will consist of the Principal, VP, Branch President and a teacher elected from the school staff. Additional staff members may be appointed by agreement of the Parties, Maintaining equal representation.

L15.06.06 Continuing Education Teachers

Continuing Education Teachers are members of the Bargaining Unit. If the program continues, the terms and conditions of work for September, 2003 will be negotiated with the Union.

- L15.06.07 During a legal strike undertaken by members of another bargaining unit at the School Board, no member of the Union shall be required to do the struck work of that other bargaining unit.

Article L16.00 JUST CAUSE

- L16.01 No Teacher who has completed the probationary period shall be disciplined or dismissed without just cause. A lesser standard shall apply to a probationary Teacher.

- L16.02 A newly hired teacher shall serve a probationary period of one year with an extension of the period for absences exceeding thirty (30) days. On mutual

consent of the parties, the probationary period of a teacher may be extended for an additional period of up to one school year provided that written notice is given to the teacher.

Article L17.00 SEPARATE SCHOOL IMPACT STATEMENT

The Board agrees to involve the Bargaining Unit in the development of the Impact Statement if one is required as a result of the extension of the Separate School Board System.

Article L18.00 CROSS PANEL ASSIGNMENTS

Cross Panel assignments shall be made only by mutual agreement of the Teacher and principal of the school. It is understood that the provisions of the Collective Agreement will apply and that there will be an equal exchange between panels.

Article L19.00 ACTING PRINCIPAL/VICE-PRINCIPAL

- L19.01 The Parties agree that a Teacher who is a member of the Bargaining Unit may substitute for an absent Principal/Vice-Principal for a period of not less than a day on a temporary basis not to exceed twenty (20) consecutive work days or forty (40) days in a school year. The Teacher in charge shall be paid an allowance of \$61.87 per day in addition to regular salary and allowances.
- a. Effective September 1, 2019, the allowance will be \$61.87 per full day (\$30.94 per half day).
 - b. Effective September 1, 2020, the allowance will be \$62.49 per full day (\$31.25 per half day).
 - c. Effective September 1, 2021, the allowance will be \$63.12 per full day (\$31.56 per half day).
- L19.02 The Member will continue to be subject to all terms and conditions of the Collective Agreement.
- L19.03 Nothing in this Article prevents the Member from resuming original duties subject to 48 hours written notice to the Director.
- L19.04 An Occasional Teacher will be engaged to replace the Teacher while assigned as the Teacher in Charge.
- L19.05 When a Principal/Vice-Principal will be absent for a period of more than twenty (20) work days but less than one (1) school year, the Board may appoint a Teacher as an Acting Principal/Vice-Principal to fulfill the duties of the absent Administrator.

- L19.06 The Teacher shall receive compensation and benefit package and be entitled to the same working conditions as other Principals/Vice-Principals with an equivalent position.
- L19.07 The person acting as Principal/Vice-Principal shall pay Union dues.
- L19.08 No Teacher shall be asked to perform duties which involve evaluation or discipline of another member while acting as Principal/Vice-Principal.
- L19.09 The Teacher shall be entitled to return to their former position if it still exists or a comparable position with full rights and privileges as though there had been no break in service and provided that the Member's terms as Acting Principal/Vice-Principal does not exceed 193 work days within three school years.

Article L20.00 E-LEARNING (Electronically Delivered Instruction)

- L20.01 Secondary school students under 21 years of age taking credit courses through an e-learning course shall be recorded on the day school register and shall be assigned to a class which is one of the six classes assigned to a teacher of the Teachers' Bargaining Unit. Credits offered through e-learning shall be conducted according to the Education Act and Regulations that apply to regular day school courses.
- L20.02 A class which is taking a course for secondary school credit, delivered in whole or in part through e-learning, shall be subject to the same class size maxima as other classes in the secondary system.
- L20.03 All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking e-learning courses shall be the responsibility of the teacher assigned to the e-learning class.
- L20.04 A teacher instructing an e-learning course shall be assigned a work location in the teacher's secondary school.
- L20.05 A teacher assigned to teach an e-learning credit course shall be subject to the workload provisions set out in Article L14.00 of this Collective Agreement.
- L20.06 A teacher teaching e-learning courses is assigned by mutual consent and shall correspond with students solely through the LMS and using Board email.
- L20.07 The Board agrees to provide the Bargaining Unit with all information pertaining

to enrolment and staffing of credit courses offered by electronically delivered curriculum.

- L20.08 Class size cap for E-learning courses shall be 35. The average for all E-learning classes in the board shall not be more than 30 students per class. Article L14.03.02 does not apply to E-learning class size maxima.

Article L21.00 DISTANCE EDUCATION

- L21.01 The Board and the Teacher's Bargaining Unit agree to work together to explore the operation of Distance Education programs with the purpose of examining information pertaining to enrolment, staffing, class sizes and working conditions. The Board agrees to discuss Distance Education with the Union when the report on Distance Education is released.
- L21.02 Credit Recovery – Where the subject teacher is recommending a student for credit recovery, the subject teacher shall only be required to provide the following information:
- i) the student's final mark for the course;
 - ii) a breakdown of all marks for the course attached to the recommended course placement form using whatever format the subject teacher employs for recording marks; and
 - iii) reasons for credit recovery recommendations.
- L21.03 For a student accepted into the credit recovery program the subject teacher shall only be required to identify:
- i) units, concepts, and/or expectations not successfully achieved; and
 - ii) relevant learning skills information

Article L22.00 CREDIT RECOVERY

- L22.01 Credit Recovery – Where the subject teacher is recommending a student for credit recovery, the subject teacher shall only be required to provide the following information:
- i) the student's final mark for the course;
 - ii) a breakdown of all marks for the course attached to the recommended course placement form using whatever format the subject teacher employs for recording marks; and
 - iii) reasons for credit recovery recommendations.
- L22.02 For a student accepted into the credit recovery program the subject teacher shall only be required to identify:
- i) units, **con**cepts, and/or expectations not successfully achieved; and
 - ii) Relevant learning skills information

Article L23.00 CRIMINAL REFERENCE CHECKS

- L23.01 Access to and the use and disclosure of records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 of the Education Act shall be consistent with the provisions of the Municipal Freedom of Information and Protection of Privacy Act.
- L23.02 Normal daily access to such records and information shall be limited to the Human Resources Administrator and those persons designated by the Director of Education. The Human Resources Administrator shall advise the bargaining unit President of the names of those so designated. Such personnel shall not be members of the bargaining unit.

Article L24.00 TEACHER PERFORMANCE APPRAISAL

- L24.01 Performance Appraisals of all teachers shall be conducted in accordance with the Education Act and its Regulations as amended from time to time.
- L24.02 The Board shall consult with the bargaining unit regarding any new policies or operating procedures relating to performance appraisals.
- L24.03 Program Heads/Coordinators shall not conduct teacher performance appraisals, but this shall not preclude Program Heads/Coordinators from participating in programs of assistance or other remediation.
- L24.04 The Principal shall notify the Union within three (3) working days of a Post Observation meeting at which a teacher receives an unsatisfactory/development needed rating. At the conclusion of any such meeting, the teacher will be encouraged to contact their Union representative.
- L24.05 Where the performance appraisal has resulted in an unsatisfactory/development needed rating, the principal will meet with the teacher and a representative of the Union to share the improvement plan and the resources to be provided.
- L24.06 The Union has the right to file a grievance with respect to the performance appraisal report of a teacher which may lead to termination up to the last day of the school year in which the performance appraisal is completed.
- L24.07 The Board shall endeavour to complete all in-class observations for Teacher Performance Appraisals prior to June 1st of the school year.
- L24.08 Where a classroom observation for a Teacher Performance Appraisal is conducted in a class which is outside of the teacher's area of subject qualifications then that fact shall be noted on the evaluation and will be taken

into consideration in determining the rating.

- L24.09 A teacher shall be given at least 48 hours' notice before a classroom observation, unless the teacher and the school principal agree otherwise.
- L24.10 The extent of a teacher's participation in extra-curricular programs shall not be the subject of adverse commentary in a performance appraisal and shall not be a factor considered in rating any teacher's performance unsatisfactory.
- L24.11 The Board agrees to apply the timelines for evaluation in a manner that is consistent with its obligations under the *Human Rights Code*.
- L24.12 Following an initial unsatisfactory performance appraisal, a teacher shall be allowed a minimum of eight (8) weeks to improve before the next classroom observation is conducted within the next performance appraisal.

Article L25.00 TERMINATION OF EMPLOYMENT

L25.01 Notification

An employee shall notify the Employer by November 30 of the employee's intention to resign effective January 31(end of semester 1) and May 31 of the employee's intention to resign effective June 30 or August 31

L25.02 Mutual Resignation

Nothing herein prevents an employee and the employer from mutually agreeing to the employee's resignation at any time.

Article L26.00 ATTENDANCE MANAGEMENT

- L26.01 No medical records or medical information shall be stored in school files. All such information shall be provided by teachers directly to the Manager of Human Resources, or designate, and stored in a confidential manner.
- L26.02 A member shall have the right to OSSTF representation where the member is called to a meeting which is part of an attendance management system or at a meeting called to discuss concerns about the member's attendance history, which may lead to discipline.

APPENDIX A

MEMORANDUM OF AGREEMENT FOR A LEAVE PLAN

I have read and agree to the terms and conditions of the Leave Plan attached hereto. I, also, agree to the following additional conditions:

- 1) The period of my Plan shall commence September 1, __, and terminate August 31, __,
- 2) I agree to take my leave year commencing September 1, __, and terminating August 31, __,
- 3) During the school years __, __, __ and __, I agree to be paid at the rate of __ of my annual salary as determined by the Collective Agreement in effect during those years. I accept responsibility for any financial indemnity arising out of participation in this Plan,
- 4) I agree to fulfil my contractual obligations to the Rainy River District School Board until August 31, __,
- 5) I agree, during my leave, to be paid in total the amount which will be withheld during the years in which I participate in the Plan plus any accumulated interest. The method of payment shall be the same as outlined in the Collective Agreement.
- 6) a. I, _____, do wish to participate in the benefit plans. I agree to pay all premium cost as outlined in the Collective Agreement.
- or -
b. I, _____, do not wish to participate in the benefit plans.

.....
Date

.....
Teacher

APPENDIX B

RAINY RIVER DISTRICT SCHOOL BOARD

GRIEVANCE REPORT FORM

Grievance Class

() Individual

() Group

() Board

A) _____
Surname Given Name

Home Address Telephone No.

Name of School Department Job Classification

B) Details of Grievance (relates to interpretation, application or alleged violation of a specific article or section of the Collective Agreement)

- i) Facts giving rise to grievance
- ii) Specific article or section of Collective Agreement violated
- iii) Contention as to how there has been a misinterpretation, misapplication or alleged violation

C) Relief requested (state the relief demanded by the grievance)

Date Signature of Griever

D) Resolution (state the eventual disposition of the grievance and the eventual resolution, if any)

GRIEVANCE at

STEP 1

Date

STEP 2

Date

ARBITRATION

Date

Signature of Employer

Signature of Griever

APPENDIX C

LETTER OF AGREEMENT **TEACHERS' TIMETABLES**

Although Article L14.08 of the Collective Agreement states that Teachers shall receive their timetables for the whole school year no later than August 15, it is recognized that during semester one there could be changes in class size that might necessitate a change in a Teacher's timetable for semester two. Thus, the following procedure has been agreed to:

- a) It shall be the Principal's responsibility to identify possible areas of concern. A possible area of concern is a class in which there has been a significant drop in class size.
- b) The Principal shall notify the OSSTF District President of any possible areas of concern by December 1. The Principal and the OSSTF District President shall meet to examine the data and determine if further discussion and/or action should be taken.
- c) If the Principal and the OSSTF District President believe that more discussion is warranted they shall bring in the Head of the Organizational Unit in which the area of concern exists.
- d) If the Principal, the OSSTF District President and the Head of the Organizational Unit conclude that changes may have to be made, all Teachers who may be affected and other individuals who may be able to provide information or advice will meet to examine the data, the possible reasons for the drop in enrolment, the changes which could be made, and the results of these changes.
- e) It is hoped that a consensus will be reached at step #4. If by consensus it is decided, or in the absence of a consensus the Principal has decided that a change must be made in one or more Teachers' timetables, the Teacher(s) shall be notified by the Principal before the Christmas Holidays. In extreme cases where a decision cannot be made at this time, the Teacher will be notified by the end of the first week of classes.
- f) The Principal shall inform the Director of Education of the change(s).
- g) It is also agreed that timetable changes may be made by mutual consent between a Teacher and the Principal, subject to approval of the OSSTF Executive and using the appended form.

APPENDIX D

AGREEMENT TO TIMETABLE CHANGE AFTER AUGUST 15, _____,

DATE: _____

I _____ have agreed to change my timetable as is indicated below:

_____ pd. _____ sem. _____ has been changed to
_____ pd. _____ sem. _____ .

_____ pd. _____ sem. _____ has been changed to
_____ pd. _____ sem. _____ .

_____ pd. _____ sem. _____ has been changed to
_____ pd. _____ sem. _____ .

This change has been made by mutual agreement.

Signed _____ (Teacher)

_____ (Principal)

I have spoken privately with the Teacher indicated above and I believe that the Teacher agreed freely to the change and was not subject to coercion.

Signed _____ (OSSTF Representative)

APPENDIX E

Letter of Understanding
Between
The Rainy River District School Board
And
Rainy River District 5B of the
Ontario Secondary School Teachers' Federation

The Rainy River District School Board and OSSTF District 5B agree without precedent and prejudice to the following terms regarding the use of on-calls/supervision assignments at Atikokan High School:

- 1) Members of OSSTF District 5B may be assigned an on-call (as per Article 14 of the Secondary Collective Agreement) to cover cross-paneled classes taught by another secondary teacher in the high school.
- 2) Members of OSSTF District 5B may be assigned an on-call (as per Article 14 of the Secondary Collective Agreement) to cover secondary classes in the high school which are taught by an elementary teacher who is cross-paneling.
- 3) On-call/supervision may only be assigned by mutual agreement of the District 5B member on an individual case by case basis to cover an elementary class which is taught by an elementary teacher participating in high school activities, specifically sports or outers.
- 4) All of the above assignments shall comply with the working conditions outlined in Article L14.05 of the Agreement between the Rainy River District School Board and the OSSTF District 5B dated September 1, 2014- August 31, 2017.

The parties agree that a breach of the terms of this letter may be the subject of grievance/arbitration. Should this be necessary, the grievance section of the Secondary Collective Agreement will be applicable.

The terms of this letter shall be adhered to by both parties.

Dated: July 10, 2017, at Fort Frances, Ontario

Rainy River District School Board

Ontario Secondary School Teachers'
Federation District 5B

Superintendent of Education
On behalf of Director of Education

District President

District Chief Negotiator

APPENDIX F

SUPPLEMENTAL EMPLOYMENT INSURANCE BENEFITS (SEB) PLAN-FOR PARENTAL LEAVE

1. The objective of the plan is to supplement the employment insurance benefits received by Teachers for temporary unemployment caused by parental leave.
2. The secondary school Teachers are covered by this plan.
3. Teachers must apply for employment insurance benefits and be approved by the Commission before SEB becomes payable.
4. Teachers disentitled or disqualified from receiving EI benefits are not eligible for SEB.
5. The Teacher must provide the Board with proof that they have applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
6. Teachers do not have a right to SEB payments except for supplementation of EI benefits for the unemployment period of two weeks waiting period prior to receipt of EI benefits.
7. The benefit level paid under this plan shall be equivalent to two weeks regular EI earnings for the eligible employee.
8. A Teacher who is entitled to a parental leave SEB payment shall not be financially disadvantaged by the reduced waiting period for EI benefits. As long as the E.I. waiting period is less than two weeks, the eligible teacher shall receive a SEB plan payment for the number of additional weeks or partial weeks equivalent to the E.I. Benefits that were not paid due to the reduction in the waiting period. These additional payments, if owed would only come into effect once the member has expired their E.I. coverage and continues the parental leave.
9. Any payments in respect of guaranteed annual remuneration or severance pay benefits are not reduced or increased by payments received under the plan (Reference 57 (13) (I) EI Regulations).

APPENDIX G

LETTER OF UNDERSTANDING: **CONTINUING EDUCATION TEACHERS**

**The Rainy River District School Board
And
The Ontario Secondary School Teachers' Federation, District 5B**

1. General Conditions and Definitions

1.01 Continuing Education for the purpose of this article refers to any Night School program of Credit Courses offered outside of the school day and Summer School Program of Credit Courses offered outside of school year by the RRDSB.

1.02 The Board recognizes that the Ontario Secondary School Teachers' Federation is the sole authority to bargain for all Continuing Education Teachers employed by the Board. Any agreement made between the parties concerning Continuing Education Teachers shall form a part of the Collective Agreement with its own terms and conditions and, except as any be specifically agreed to by the parties, no other terms and conditions in the Collective Agreement shall apply to Continuing Education Teachers unless expressly indicated otherwise in this agreement.

The following clauses of the Rainy River District 5B OSSTF Teachers' Collective Agreement shall apply to Continuing Education Teachers, together with this article.

Article 1	Purpose
Article 2	Duration
Article 3	Recognition
Article 11	Grievance Procedure
Article 8.01.03	Bereavement Leave
Article 14.03	Class Size
Article 14.07	Safety
Article 14.08	Medical Procedures

1.03 A Continuing Education Teacher shall mean a qualified Teacher employed by the Board to teach in a Continuing Education Program.

1.04 A credit shall be defined for the purpose of this Agreement as a course of studies taught in a Continuing Education Program for the number of hours determined by Ministry of Education and Training requirements for the granting of credits.

1.05 Courses of study shall meet the requirements of the Ministry of Education and Training and the RRDSB

2. Salary Schedule

2.01 Continuing Education Teachers shall be paid an hourly wage.

2.02 A full course shall be based on a maximum number of hours of up to 125.0 – 110 hours + 15 hours of prep time.

2.03 It is understood and agreed that the salary rate per credit includes the requirement for performing all of the normal, regular and associated duties as required, including instruction, individual assistance, examination and reporting to parents.

2.04 Rate of Pay:

Effective Date:	Rate:
August 31, 2019	\$45.06/hr
September 1, 2019	\$45.51/hr
September 1, 2020	\$45.96/hr
September 1, 2021	\$46.42/hr

Rates of pay listed above include 4% vacation pay.

2.05 Continuing Education Teachers shall be paid monthly as per time sheets: 7.5 hours of prep. time will be credited at the completion of each 55 hour block of class time. Each Continuing Education Teacher will submit time sheets on the last teaching day of the month. The Board will issue pay cheques by the 15th day of the month following.

2.06 The Board shall deduct union dues in accordance with Article 3.

3. Staffing and Seniority

3.01 Continuing Education Teachers are not recognized for seniority on the OSSTF Seniority List.

3.01.01 Continuing Education Teaching experience shall be recognized as teaching experience and shall be calculated into the experience placement if hired for a permanent OSSTF position. It shall be the responsibility of the Continuing Education Teacher to provide the Board with all relevant statements of teaching experience.

3.02 Teachers employed as OSSTF FTE by the RRDSB shall have first preference for Continuing Education positions. Afterwards, Occasional Teachers employed by the RRDSB will have preference, before any positions are made available to non-Board employees.

3.03 If conditions of surplus or redundancy apply, first preference for Continuing Education

Teachers shall be given to Surplus Teachers in order of seniority.

4. Sick Leave Plan

4.01 Each teacher who is employed as a Continuing Education Teacher shall be credited with two (2) sick leave days per credit course taught.

5. Leave of Absence

5.01 Leaves of Absence shall be granted to a Continuing Education Teacher...

5.01.01 to serve as a juror or witness in any proceedings;

5.01.02 for special circumstances approved by the Principal.

5.02 Continuing Education Teachers shall be granted leaves of absence, including sick leave, provided Ministry of Education required course time is met.

5.02.01 Rescheduling of class time to cover absences shall be mutually agreed to by the Director/Designate and the Continuing Education Teacher.

6. Pregnancy/Parental Leave

6.01 Pregnancy/Parental Leave shall be granted in accordance with the Employment Standards Act 2000, as amended.

7. Termination

7.01 The Board and the Teacher who is a Continuing Education Teacher shall give written notice to the other of not less than two (2) weeks should either wish to terminate the Teacher's employment;

7.01.01 before the last day of the course(s) being taught by the Teacher or

7.01.02 provided that fewer than two weeks are to elapse before the start time of the course.

7.02 *Continuing* Education Teachers are hired term-specific. The Board and the Teacher mutually agree to the termination of employment at the end of the specific term.

APPENDIX H

LETTER OF UNDERSTANDING **ALLOCATION OF STAFF FOR STUDENT SUCCESS**

Between

THE RAINY RIVER DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (DISTRICT 5B)
(hereinafter called the "Bargaining Unit")

The Board and the OSSTF (District 5B) mutually agree that the Secondary Staffing Committee shall meet annually to review and make recommendations regarding the allocation of staff generated from student success initiatives funding, with a view to supporting student success through

- ▶ specially targeted school based student success leaders
- ▶ school based student success initiatives (examples include (but not limited to) Alternative Education, TAG, later literacy, Pathways, after school remediation, remediation support, summer school, credit recovery, Passport to Prosperity, OYAP, PLAR)
- ▶ reduced class sizes in applied, workplace, locally developed courses, and academic classes where possible
- ▶ student mentoring
- ▶ teacher mentoring

Recommendations from the above review, in concert with data and recommendations from the Board's Student Success Leader and Assistant Superintendent of Education shall be provided to the Board no later than April 30th of each school year to facilitate reporting and accountability to the Ministry of Education regarding the Student Success Initiatives, and for planning and implementation of the following school year. A copy of the report to the Minister will be given to the Bargaining Unit.

APPENDIX I

LETTER OF UNDERSTANDING

RE: PLACEMENT OF REDUNDANT TEACHERS INTO LTO POSITIONS

The Parties agree that, in view of the particular staffing challenges faced by the Board, teachers declared redundant from permanent teaching positions shall be dealt with as follows:

1. Subject to the mutual consent of the teacher and the Board, teachers who have been declared surplus/redundant shall be placed, according to their seniority into LTO positions until such time that a permanent position becomes vacant to which the surplus/redundant teacher is entitled under the Collective Agreement. The Board may not unreasonably withhold its consent for placement into such LTO positions and will consider, in consultation with the Federation, re-timetabling when such placements occur.
2. In the event that a surplus/redundant teacher with rights under this letter of understanding accepts permanent employment and is subsequently again declared **surplus/redundant**, that teacher shall again be permitted to exercise rights under this letter of understanding.
3. A teacher declared surplus/redundant who accepts an LTO position retains all rights of recall to a permanent position, and will earn full salary and benefits while employed as an LTO unless the LTO position is less than full time, in which case salary shall be prorated accordingly.
4. This letter of understanding is entered into without prejudice to any position either party may wish to take regarding any other provision of the Collective Agreement in any dispute between them. It shall not be referred to by either party in any dispute or proceeding concerning any provision of the Collective Agreement, other than a dispute concerning the enforcement of its terms.

APPENDIX J

LETTER OF UNDERSTANDING

RE: LIEU DAYS



1. It is agreed and understood that the Board may ask teachers to work outside of the school year when the Teacher would not otherwise be scheduled to work (e.g. during the Teacher's summer break).
2. Subject to the approval of the Superintendent of Education, a Principal and a Teacher may agree that the Teacher will attend work outside of the school year as defined in Article 14 and receive equivalent time off "in-lieu" in exchange.
3. The Teacher's "in-lieu" time is to be scheduled during that school year at a time and date that is mutually agreed to by the Teacher and the Principal. Reasonable requests will not be denied.

AGREEMENT OF CONTRACT


It is certified that this agreement has been drafted according to the terms and conditions agreed upon by the negotiating committees appointed by the Rainy River District School Board and Rainy River 5B of the Ontario Secondary School Teachers' Local. It is further certified that this agreement was ratified by the Rainy River District 5B of the Ontario Secondary School Teachers' Local on or about June 3, 2021, and ratified by the Rainy River District School Board on June 1, 2021.

Dated: Oct 25 / 2021 at Fort Frances.

FOR THE RAINY RIVER DISTRICT
SCHOOL BOARD



Michelle Mosbeck

RAINY RIVER DISTRICT 5B OF THE
ONTARIO SECONDARY SCHOOL TEACHER
LOCAL


Ben O'Leary

AGREEMENT

Between

LAKEHEAD DISTRICT SCHOOLBOARD



and

SECONDARY OCCASIONAL TEACHERS' BARGAINING UNIT

THUNDER BAY DISTRICT 6A

OF THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION



OSSTF/ FEESO

September 1, 2019

to

August 31, 2022

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PART A

CENTRAL TERMS

OSSTF TEACHERS – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:

- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.

- ii. To participate in voluntary mediation.
- iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

Effective February 1, 2020, School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).

- iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB**C8.1 Family Medical Leave or Critical Illness Leave**

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.

- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDLP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDLP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDLP.
- v. When Teachers use any part of an STLDLP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDLP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDLP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDLP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDLP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDLP.

- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well

as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.

- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)		Employee Signature:									
Employee ID:		Telephone No:									
Employee Address:		Work Location:									
1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one:											
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3											
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.											
First Day of Absence: _____		General Nature of Illness (<i>please do not include diagnosis</i>): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (<i>please specify</i>):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (<i>Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>)				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately:		Have you discussed return to work with your patient?		
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Recommendations for work hours and start date (if applicable):		Start Date: dd mm yyyy		
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours				
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

LETTER OF AGREEMENT #1

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating Statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group – Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;

- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant. The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF-provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:

- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
- 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.

3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

4.1.1 The Government of Ontario will provide:

- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
- b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.)

as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.

d. The Trust shall retain rights to the data and the copy of the software systems.

- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,
 then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;

- d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;

3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year. Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”
[insert current Retirement Gratuity language from local collective agreement]

PART B

LOCAL TERMS

ARTICLE L1 - PURPOSE

- L1.01 It is the desire of both parties to specify within this agreement the entitlement of those Teachers covered by this agreement as to salary, the conditions of employment, allowances, and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties.
- L1.02 It is the desire of both parties to maintain and further harmonious relationships between the Board and each member of the Union.
- L1.03 This agreement shall apply to O.S.S.T.F., District 6A, Secondary Occasional Teachers' Branch and to each of the Secondary Occasional Teacher members of the Union employed by the Lakehead District School Board.

ARTICLE L2 - RECOGNITION

- L2.01 The Board recognizes the Federation as the exclusive bargaining agent for all Occasional Teachers employed by the Board in its secondary panel.
- L2.02 Part-time permanent or part-time probationary contract teachers who are accepted by the Board for additional employment as Occasional Teachers shall be covered by this agreement in respect of such Occasional Teaching employment.
- L2.03 The Board recognizes the Negotiating Committee of the Branch as the official body to represent the Occasional Teachers in the secondary panel and to negotiate on their behalf.
- L2.04 The Board recognizes the right of the Branch to authorize the Federation or any duly authorized representative to assist, advise, or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement. The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.
- L2.05 The Branch recognizes the right of the Board to authorize the Ontario School Trustees' Council, or Member Association, or any solicitor or duly authorized representative to assist, advise, or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE L3 - DEFINITIONS

- L3.01 Secondary Occasional Teacher shall bear the meaning given in the Education Act, as amended from time to time.
- L3.02 Short Term Occasional Teacher is defined as an occasional teacher who is employed on a daily basis to teach for a period that is less than 11 consecutive teaching days replacing the same teacher in the same assignment.
- L3.03 Long Term Occasional Teacher is defined as an occasional teacher who exceeds the time limits of Article L3.02. A break in the assignment due to sickness, bereavement leave, Federation commitments of a duly elected officer of the Bargaining Unit, emergency school closure, Board

business, jury duty or a professional activity day shall not interrupt the continuance of the assignment.

- L3.04 Certified means possessing a Certificate of Qualifications from the Ontario College of Teachers.
- L3.05 Uncertified means not possessing a Certificate of Qualifications from the Ontario College of Teachers.
- L3.06 Qualified means an occasional teacher who is certified in accordance with Article L3.04 or has appropriate related experience as determined by the Manager of Human Resources and has been added to the Occasional Teacher List.
- L3.07 Federation means the Ontario Secondary School Teachers' Federation.
- L3.08 Branch means the Ontario Secondary School Teachers' Federation, Thunder Bay District 6A, Secondary Occasional Teachers' Bargaining Unit.
- L3.09 Board means the Lakehead District School Board.
- L3.10 Grid means the salary grid in the collective agreement between the Lakehead District School Board and the Ontario Secondary School Teachers' Federation, District 6A, Thunder Bay.
- L3.11 'Duties' means teaching, on calls, supervisions, student mentoring or teacher mentoring.
- L3.12 Whenever used herein, "OTIP RAE0" shall mean the Ontario Teachers' Insurance Plan.
- L3.13 Occasional Teacher Roster ("OT Roster") means a list of Occasional Teachers who are eligible for daily occasional assignments. The OT Roster shall:
- a) be created, maintained, and regularly updated by the Board;
 - b) list teachers in order of seniority based date of hire with the Board, from most senior to least senior.
- L3.14 Long Term Occasional List ("LTO List") means a list of teachers who are eligible for long term occasional assignments. The LTO List shall:
- a) be created, maintained, and regularly updated by the Board;
 - b) consist of teachers who are currently employed as Occasional Teachers and have successfully completed the recruitment process for placement on the LTO List;
 - c) list teachers in order of seniority based on their date of hire to the Secondary Occasional List-with the Board, from most senior to least senior.
- L3.15 Redundant Teachers List means a list of teachers who were previously permanent teachers who lost their permanent contractual status with the Board. The Board shall append the Redundant Teachers List to the top of the LTO List and such teachers shall be considered more senior to those on the LTO list when the board is filling vacancies.

ARTICLE L4 - EFFECTIVE PERIOD AND RENEWAL

- L4.01 It is understood and agreed that in the event that a new Agreement has not been reached by the date of expiry of the present agreement that all terms and provisions of the present agreement shall continue in force and effect until such time as it is superseded by a new agreement.
- L4.02 This Agreement shall supersede all previous Agreements, and shall form the basis of computing all salaries and other conditions defined herein. Any amendments shall be made only by mutual consent, in writing, of the parties to this Agreement.
- L4.03 There shall be no strike or lockout during the term of this Agreement. The terms strike and lockout shall bear the meaning given them in the Labour Relations Act, as amended.
- L4.04 No Occasional Teacher shall be required to perform duties of any employee of the Board who is engaged in a legal strike.
- L4.05 During a strike by the Secondary Teachers, all Secondary Occasional Teachers' assignments shall cease for the period of the strike. Any break in a Long Term Occasional assignment resulting from the strike shall not interrupt the continuance of the assignment.

ARTICLE L5 - NO DISCRIMINATION

- L5.01 Each of the parties hereto agree that there shall be no discrimination, interference, restraint, or coercion exercised or practiced upon Occasional Teachers in the secondary panel because of membership in the Branch.
- L5.02 Each of the parties to this agreement agree that there shall be no discrimination as defined in the Ontario Human Rights Code (currently found at www.ohrc.on.ca).

ARTICLE L6 - UNION MEMBERSHIP AND DUES CHECK-OFF

- L6.01 All Occasional Teachers shall, as a condition of employment, maintain membership in the Branch or join the Branch within thirty (30) days after the signing of this Agreement and remain members in good standing. All new Occasional Teachers shall, as a condition of employment, join the Branch within thirty (30) days and remain members in good standing.
- L6.02 On each pay date when an Occasional Teacher receives a pay cheque, the Board shall deduct from each member, the O.S.S.T.F. dues and any dues chargeable by the Bargaining Unit. The amounts shall be determined by the O.S.S.T.F. and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- L6.03 The O.S.S.T.F. dues deducted in accordance with L6.02 shall be remitted to the Treasurer of O.S.S.T.F. at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth of the month following the date of which the deductions were made. Such remittance shall be accompanied by a list identifying the Occasional Teacher, their S.I.N., the amount deducted and the number of days worked.

Dues specified by the Bargaining Unit in accordance with L6.02, if any, shall be deducted and remitted to the Treasurer of O.S.S.T.F., District 6A, Thunder Bay no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Occasional Teacher, their employee number, the amount deducted and the pay date.

- L6.04 The Board shall provide any Secondary Occasional Teacher employed by the Board with a copy of the Collective Agreement. The Board shall distribute information packages supplied by the Union to any occasional teachers newly added to the list.
- L6.05 The Statement of Remuneration (T-4 Income Tax Slip) provided each year by the Board, shall indicate the amount of fees paid by each Occasional Teacher during the previous year.
- L6.06 O.S.S.T.F. and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the O.S.S.T.F. and/or the Bargaining Unit.

ARTICLE L7 - REPRESENTATION

- L7.01 The Board agrees that it will deal solely with the duly authorized representatives of the Bargaining Unit and/or District in all matters pertaining to the administration and interpretation of this Agreement.
- L7.02 An Occasional Teacher shall be notified of their right to have Union representation prior to a disciplinary meeting. If an Occasional Teacher decides to forfeit their right to Union representation, it must be done in writing. The Board will provide a copy of such documentation to the Union prior to the disciplinary meeting.

ARTICLE L8 - CORRESPONDENCE

- L8.01 All correspondence between the parties arising out of this Agreement shall pass to and from the Superintendent responsible for Human Resources or designate, and to and from the President of the Teachers' Bargaining Unit with a copy to the designated Branch representative.

ARTICLE L9 - GRIEVANCE/ ARBITRATION PROCEDURE

- L9.01 Definitions
 - a) A grievance shall be defined as any question or dispute involving interpretation, application or alleged violation of any term, provision or condition of this Collective Agreement. The question of whether a matter is arbitrable may be processed under the grievance procedure and be submitted to arbitration.
 - b) A party shall be defined as: a) the Bargaining Unit, or b) the Board.

L9.02 The parties recognize that each Party may elect to be represented by representative(s) of their respective organizations at any stage of the grievance procedure. It is also understood and agreed that the Union has carriage of all grievances throughout the grievance and arbitration procedure and not any individual or group of individuals. All agreements reached under the grievance procedure, between the representatives of the Board and the Union will be final and binding.

L9.03 Informal Stage

An Occasional Teacher, or the Bargaining Unit President acting on behalf of the Occasional Teacher, with the concurrence of the Bargaining Unit, may initiate a complaint with the Occasional Teacher's immediate supervisor. Such complaint shall not be considered unless brought to the attention of the immediate supervisor within twenty (20) working days from the time that the Occasional Teacher should reasonably have become aware of the issue. The Occasional Teacher's immediate supervisor shall respond verbally no later than seven (7) working days of receipt of such complaint.

L9.04 Formal Stage

STEP ONE

Failing settlement under the informal procedure, the Bargaining Unit may forward a written grievance to the Superintendent responsible for Human Resources or designate within five (5) working days of the informal response. The Board representative shall make a written ruling within seven (7) working days of receipt of the grievance.

STEP TWO

Failing a satisfactory response, the Bargaining Unit may refer the grievance to the Director of Education or designate within five (5) working days of the Step One response. The Director of Education or designate shall convene a meeting of the parties to review the grievance within ten (10) working days of receipt of the Step One grievance.

The Board representative shall make a written ruling within ten (10) working days of the meeting.

The Bargaining Unit shall then have twenty-five (25) working days, upon receipt of the Step Two response, to accept or give written notice of intent to proceed to arbitration.

L9.05 Grievance Format

A written grievance shall contain:

- a) a description of how the alleged dispute is in violation of the agreement; and
- b) the clauses in the collective agreement alleged violated; and
- c) the relief or remedy sought; and
- d) the signature of the duly authorized official of the Bargaining Unit.

L9.06 Time Limits

- a) If the time limits for any step in this procedure to arbitration is violated, then either Party is free to institute action automatically at the next step of the sequence.
- b) Time limits may be extended if mutually agreed in writing.

L9.07 Union Grievance

The Union shall have the right to file a policy grievance on behalf of an Occasional Teacher or a group of Occasional Teachers, in accordance with clause L9.05 at Step Two within twenty (20) working days of the occurrence giving rise to the grievance. A grievance resulting from the termination of an Occasional Teacher without just cause shall be filed at Step Two.

L9.08 Board Grievance

The Board shall have the right to file a written grievance with the President of the Bargaining Unit within ten (10) working days of the occurrence giving rise to the grievance. The Union shall have ten (10) working days to respond to the Board's grievance.

The Director of Education or designate shall convene a meeting of the parties to review the grievance within ten (10) working days of receipt of the Board grievance.

The Bargaining Unit representative shall make a written ruling within ten (10) working days of the meeting.

The Board shall then have twenty-five (25) working days, upon receipt of the Step Two response, to accept or give written notice of intent to proceed to arbitration.

L9.09 Arbitration

- a) The Parties recognize that each Party may elect to be represented by counsel during the arbitration procedure.

- b) i. Single Arbitrator

Either the Board or the local Bargaining Unit Executive may, after exhausting the grievance procedure established by this Agreement, notify the other Party, in writing, of its desire to submit the difference or allegation to arbitration. The parties shall then attempt to mutually agree upon a single arbitrator. Should the parties fail to agree upon a single Arbitrator, one will be appointed by the Labour Relations Board.

- ii. In selecting a single arbitrator, both Parties shall be guided by the following provisions: That no person be appointed as an Arbitrator who has any direct pecuniary interest in the matters coming before it, or who has, within a period of six months immediately preceding the date of appointment, acted as a mediator, solicitor, counsel, agent, or negotiator of either Parties; but no person shall be deemed to have direct pecuniary interest by reason only of being a ratepayer within the area of jurisdiction of the Board.

c) Decision of the Arbitrator

- i. The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties.
- ii. When the Arbitrator finds in favour of the aggrieved party, it shall make a just and equitable award.
- iii. The Arbitrator shall have the authority only to settle disputes under the terms of this Agreement, and will only interpret and apply this Agreement to the facts of the particular grievance involved. The Arbitrator shall have no power to alter, add to, subtract from, modify, or amend this agreement, nor to give any decision inconsistent with it.

d) Costs of Arbitration

Each Party shall pay for half of the expense of an Arbitrator.

e) Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the time lines in the grievance procedure shall continue from the point at which time they were frozen.

f) Location

Unless mutually agreed otherwise by both Parties, the place of the hearing shall be in the City of Thunder Bay.

L9.10 Just Cause

A Secondary Occasional Teacher shall not be disciplined or discharged without just cause.

ARTICLE L10 - MEMBERSHIP LIST

- L10.01 The List, as prepared by the Board, shall include name, telephone number, qualifications, subjects qualified to teach, and subjects willing to teach. The composite list shall be made available to the President of the Bargaining Unit online.
- L10.02 The Board will not add uncertified persons to the List where certified persons are available, recognizing that an adequate number of Occasional Teachers are necessary in all subject areas.
- L10.03 Prior to being placed on the List, an applicant must submit proof of certification and all other required documents.

- L10.04 Occasional Teachers shall be required to notify Human Resources, in writing, of any change of mailing address, telephone number or change of teaching qualifications.
- L10.05 An Occasional Teacher's name shall be removed from the list for the following reasons:
- a) The Occasional Teacher is terminated or resigns,
 - b) The Occasional Teacher fails to notify Human Resources prior to June 30th of the Teacher's desire to remain on the supply list for the next school year. Each year, during the month of May, Human Resources will send to each Occasional Teacher on the List a form to be completed and returned to Human Resources by June 30th.
 - c) An Occasional Teacher, excluding those on an approved Leave of Absence, who has received any remuneration from work as an occasional teacher, for less than five (5) days of work in the previous school year.
 - d) The Occasional Teacher has obtained full-time employment as a teacher on probation or permanent status.
- L10.06 The Board agrees to maintain its current practice of using only Occasional Teachers who are on the List to replace regular Secondary Teachers who are absent. The Board retains the right to use a person not on the List if no suitable teachers are available on the List, or if the notification of absence occurs after 8:30 a.m. A person so called shall not be deemed to be on the List, but a local levy check-off shall be collected in accordance with Article L6.02.
- L10.06.1 Notwithstanding L10.06, no work of Bargaining Unit members, with the exception of administrators in emergency circumstances, shall be performed by another employee of the Lakehead District School Board or by a person who is not an employee of the Lakehead District School Board.
- It is understood that practicum students under the direct supervision of Bargaining Unit members are not considered to be performing the work of the Bargaining Unit.
- L10.07 Probationary Period
- An Occasional Teacher newly added to the Board's Occasional Teacher List shall serve a probationary period of thirty (30) teaching days worked as an Occasional Teacher. It is understood that the dismissal of a probationary teacher shall not be the subject of a grievance provided the Board was acting in good faith.
- The parties may mutually agree to extend the probationary period by an additional thirty (30) teaching days.
- L10.08 All Occasional Teachers on the Membership List shall be provided with access to the Board's internal email systems as soon as possible.
- L10.09 All Occasional Teachers shall be provided a computer network account.

L10.10 Health and Safety

- L10.10.1 The Board shall recognize its obligations to provide a safe and healthful environment for Occasional Teachers and to carry out all duties and obligations required by legislation as minimal acceptable standards. Both the Federation and the Occasional Teachers shall cooperate with the Board to the fullest extent possible in the prevention of accidents and the reasonable promotion of safety and health.
- L10.10.2 The Board and the Federation agree that harassment and violence in the workplace are unacceptable behaviours and it is the responsibility of both parties to work cooperatively in promoting a harassment-free and violence - free environment. Where an investigation is required it shall be done in accordance with Board Policy.
- L10.10.3 Occasional Teachers shall have access to an emergency communications system while on supervision.
- L10.10.4 The Board shall provide annual emergency and lockdown procedure training to all Occasional Teachers.

ARTICLE 11 - REPORTING PAY

- L11.01 An Occasional Teacher who reports for an assignment and who is not required by the Principal shall be paid for a minimum of one-half (1/2) day and shall accept professional duties as assigned by the principal.
- L11.02 Exclusive of school closures due to inclement weather, the Board shall give a minimum of two (2) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without two hours notice, the Board shall pay the Short Term Occasional Teacher for that assignment, unless another assignment can be found.

ARTICLE L12 - PROFESSIONAL ACTIVITY

- L12.01 A Long Term Occasional Teacher who is currently in an assignment when there is a system Professional Activity day shall be paid for the day.

Note: Further information regarding professional activity, can be found in Part A (C12) of this collective agreement.

- L12.02 The Board shall provide information to the Branch President and all Occasional Teachers about Board sponsored workshops, courses, and curriculum meetings. Occasional Teachers may participate on a voluntary basis subject to availability of space.
- L12.03 The Board shall provide information to the Branch President and all Occasional Teachers about the activities planned for each Professional Activity day. Occasional Teachers may participate on a voluntary basis subject to availability of space.

- L12.04 A Long Term Occasional Teacher in the first semester will be paid for the first semester turnaround days.
- L12.04.1 A Long Term Occasional Teacher whose assignment runs until the end of the school year shall be paid up to and including the final day of the school year.
- L12.05 Professional Development Advisory Committee
- L12.05.1 The Board and the Occasional Teachers' Bargaining Unit shall form a joint advisory committee on professional development. The goal of the committee is to ensure that professional development is reflective of the board and occasional teachers' need to improve student achievement and to further enhance professional practice.
- L12.05.2 The committee shall consist of an equal number of Occasional Teachers as appointed by the Occasional Teachers' Bargaining Unit President and of Board representatives to a maximum of four (4) members in total.
- L12.05.3 The committee shall meet a minimum of two (2) times per year.

ARTICLE L13 - LABOUR MANAGEMENT COMMITTEE

- L13.01 The Labour Management Committee shall be composed of two (2) members representing the Board and /or administration and two (2) members representing the Branch.
- L13.02 Meetings shall be held at the request of either party.
- L13.03 The Committee shall discuss conditions of employment and any other matter that is a concern to the Occasional Teachers or to the Board.

ARTICLE L14 - CALLING OF TEACHERS

- L14.01 When the services of a Short Term Occasional Teacher are required, the automated dispatch service, or the Principal or designate will call from the Occasional Teacher list.
- L14.02 The automated dispatch system shall call qualified teachers on the Occasional Teacher list sequentially. The sequence shall continue from one day to the next.
- a) In accordance with the Education Act, the Board agrees the following factors shall be considered in order of priority when calling an occasional teacher:
- i. A Certified Teacher on the List qualified, for that assignment,
 - ii. A Certified Teacher on the List who is suitable in the opinion of the Principal
 - iii. A Non-certified individual on the List who is suitable in the opinion of the Principal,
 - iv. An individual not on the List, in emergency situations only.

b) The Board shall inform the Bargaining Unit President in the event a non-certified individual, who is not on the List, is assigned.

L14.03 Notwithstanding the above, in the event that a teacher will be absent for more than one day consecutively, the Principal and/or designate may request the services of the same Occasional Teacher who replaced the absent permanent teacher for the first day of those absences, in accordance with articles L14.01 and L14.02, subject to the posting requirements for LTO positions.

L14.04 Should the Board consider implementing an alternate method of calling Occasional Teachers, the Board will seek input from the Bargaining Unit.

ARTICLE L15 - WORKING CONDITIONS

L15.01 A Short Term Occasional Teacher shall be assigned a timetable equivalent to what they are being paid for in L15.03 and L15.04. Nothing in this Article shall prevent the Principal from reorganizing the teaching assignments of a school.

L15.02 The Board recognizes the unique role of the Secondary Occasional Teachers and the variety of assignments given. The Board expects that each school administration will provide basic school related information to assist the Occasional Teacher at the beginning of the assignment.

L15.02.1 Prior to beginning an assignment, Occasional Teachers shall be provided with relevant operational information, including, but not limited to:

- a) a map of the school
- b) a fire safety plan
- c) school crisis response plan
- d) other relevant information that supports the Occasional Teacher in having a successful assignment.

L15.03 a) If a Short Term Occasional Teacher is required, the teacher shall be paid in accordance with the following:

One period plus up to one quarter period
of supervision or other instructional duties1/3 day

Two periods plus up to one-half period
of supervision or other instructional duties2/3 day

Three periods plus up to one-half period
of supervision or other instructional dutiesFull day

b) A Short Term Occasional Teacher in a one-third or two-thirds day assignment shall have their supervision or other instructional duties, if any, assigned consecutively to the teacher's classroom duties.

L15.04 If the regular teaching duties for a Short Term Occasional teacher are split in the A.M. and the P.M., the teacher shall receive one day's pay, and the Principal shall assign additional professional duties,

subject to the provisions of L15.03. At no time shall an Occasional Teacher be paid more than one full day's pay while exercising this clause.

- L15.05 A Long Term Occasional Teacher as defined in Article L3.03:
- a) shall receive full grid salary,
 - b) shall assume a secondary teacher's duties as per the school timetable.
- L15.06 Each school shall have designated bulletin board space for posting of notices and a mailbox for information which may be of interest to Occasional Teachers.
- L15.07 Except as expressly provided elsewhere in this agreement, the salary of an Occasional Teacher shall be pro-rated based on the assignment in that semester of the Secondary Teacher being replaced.
- L15.08 An Occasional Teacher shall receive pay at appropriate rates for any police interviews or court appearances (on normal school days) for employment-related incidents. The appropriate daily amount shall be the long term rate in accordance with Article L15.05, if the required interviews or court appearances occur during a long term assignment; otherwise the short term per diem rate shall apply.
- L15.09 When an Occasional Teacher is given a teaching assignment which involves a program that is potentially hazardous to students and for which the teacher is not qualified, the Principal shall modify the program.
- L15.10 For the purpose of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per full day worked or prorated based on an eight-hour day according to portion of day worked.

ARTICLE L16 - POSTING

- L16.01 A long term secondary occasional teaching position that is known in advance to be of at least sixty (60) teaching days duration shall be posted for a minimum of five (5) school days. In addition to a hard copy posted at each secondary school, the vacancy shall be sent electronically by GroupWise. A copy of such posting shall be given to the President of the Teachers' Bargaining Unit. Only occasional teachers on the Board's Secondary Occasional Teachers' List shall be eligible to apply for these postings. Provided at least three (3) applications are received from qualified candidates, there will be a minimum of three (3) internal applicants interviewed. It is understood that if no internal applications are received, the Board shall fill the position as follows:
- a) with a certified occasional teacher from the List who is suitable for the position in the opinion of the principal;
 - b) if there are no available candidates as in (a) above, the Board reserves the right to hire a non- List applicant.

The Board shall notify the Teachers' Bargaining Unit President, in writing, of candidates selected to fill Long Term Occasional positions.

- L16.01.1 The Board is required to post the initial Long Term Occasional vacancy only but not any subsequent vacancy resulting therefrom. Any candidate recommended for the initial position will be considered for the subsequent LTO.
- L16.02 A Secondary Teacher declared surplus and who has recall rights under the Statutory Agreement, shall be placed on the Redundant Teachers List, if the Secondary Teacher so desires. Such teachers shall be placed at the top of the Redundant Teachers List. Where more than one teacher is placed on the Redundant Teachers List at the same time, they shall be placed in order of their seniority on the Permanent Secondary Teachers Seniority List at the time of their loss of contractual status. Although these Teachers shall be subject to the same calling procedures for short term assignments as all Teachers, the Board shall first fill long term occasional teaching assignments with these surplus Statutory members who have recall rights.
- L16.02.1 When a permanent teaching vacancy becomes available, the Board shall offer the position to the most senior qualified teacher on the Redundant Teachers List.
- L16.03 The Board agrees to regularly update the Occasional Teachers' email group.

ARTICLE L17- LEAVES OF ABSENCE

L17.01 Pregnancy Leave

Pregnancy Leave shall be provided in accordance with the provisions of the Employment Standards Act.

- a) The Board shall provide for permanent and Long-Term Occasional Teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of their child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The Teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top- up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If a teacher begins pregnancy leave while on an approved leave from the Board, the above pregnancy benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of their child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- m) The Board will provide a weekly benefit for the one-week Employment Insurance waiting period at a weekly rate equal to 100% of the teacher's normal weekly earnings.
- n) The Board will then pay seven (7) weeks of top-up from the teacher's EI rate to 100% of the teacher's normal weekly earnings.
- o) After the seven (7) weeks of top-up, the Board will pay the equivalent of one (1) week of the teacher's EI amount split up over the following two weeks to ensure that the teacher does not earn over 100% of their normal weekly earnings in any given week.
- p) It is understood that the total amount paid by the Board shall not exceed what the teacher would have earned at two (2) weeks of 100% pay and six (6) weeks of top-up from their EI rate to 100% of their regular pay.
- q) Should there be further changes to the EI waiting period, the Board and the Federation agree to meet to discuss changes that will result in a cost neutral approach to administering the SEBs where the Board pay out and the amount the teacher receives for the SEB would be the same as they would have paid out or received prior to the EI changes.

L17.01.1 Leave of Absence for the purpose of standard Parental/ extended Parental/Adoption leave shall be in accordance with the Employment Standards Act and the Employment Insurance Act.

L17.02 Sick Leave

Sick leave benefits can only be used when an Occasional Teacher is on an LTO assignment. The sick leave bank will be deleted at the conclusion of the school year in which the LTO assignment is completed.

Note: Further information regarding Sick leave can be found in Part A (C9) of this Collective Agreement.

L17.03 Leave from the Occasional Teachers' List

An Occasional Teacher who will be unavailable for occasional work in excess of three months must apply for a Leave of Absence from the List. Such requests must be submitted on the Board's Leave of Absence Form to Human Resources prior to the commencement of the leave.

L17.04 a) Bereavement Leave

Leave of absence without loss of salary will be granted to Long Term Occasional Teachers while on long term assignments due to a bereavement in the Teacher's immediate family of up to, but not exceeding, five (5) days on any one occasion.

When used herein, immediate family shall include father, mother, step-father, step-mother, sister, brother, spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, father-in-law, mother-in-law, grandparents, spouse's grandparents, grandchildren, legal guardian, sister-in-law, brother-in-law.

b) Attendance at a Family Funeral (one day)

This covers the absence from duty of a Long Term Occasional Teacher for one (1) school day for attendance at the funeral of a member of his/her family not listed in (a) above, a close friend, or a member of a current student's family, with permission of the appropriate Superintendent through written application. Written application will be waived providing written confirmation is received as soon as possible .

L17.05 Jury Duty/Witness

A Long Term Occasional Teacher shall be granted a leave of absence from duty by reason of a summons to serve as a juror or a subpoena as a witness in any proceedings to which they are not a party or one of the persons charged and shall be paid the applicable earnings as stipulated in Article L18. It is understood that such payment by the Board shall only be for the period of time the Occasional Teacher would have otherwise been employed in the occasional teaching assignment.

L17.06 Quarantined

A Long Term Occasional Teacher shall be granted a leave of absence with pay as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon their duties. It is understood that such payment by the Board shall only be for the period of time the Occasional Teacher would have been otherwise employed in the occasional teaching assignment.

L17.07 Family Medical Leave

A Long Term Occasional Teacher shall be granted an unpaid leave of absence to care for immediate family members as provided in the Employment Standards Act.

ARTICLE L18 - SALARIES

L18.01 Short Term Occasional Teachers shall be paid a per diem daily rate in accordance with Article L15.03 and L15.04 as follows effective September 1, 2008:

Certified Rate: 1/204 of Category 1, minimum as reflected in the OSSTF, District 6A Secondary (TBU) Agreement

	Sept 1 2019	Sept 1 2020	Sept1 2021
Certified Teacher	\$242.58	\$245.01	\$247.46
Uncertified Teacher	\$181.94	\$183.76	\$185.60

Uncertified Rate: 75% of the Certified Rate

Note: Any adjustments to the OSSTF District 6A Secondary (TBU) Agreement applied retroactively shall also be applied retroactively to Certified and Uncertified Rates above.

Note: Uncertified Bargaining Unit Members on the list as of June 30, 2002 shall continue to be paid the Certified Rate. Bargaining Unit Members without teacher certification added to the list subsequent to June 30, 2002 shall be paid the Uncertified Rate.

L18.02 A Long Term Occasional Teacher shall be paid consistent with the OSSTF Secondary Agreement retroactive to the first day of that assignment. The grid salary shall include vacation and statutory holiday pay.

L18.03 Category placement on the salary grid for Long Term Occasional Teachers shall be determined in accordance with the same system used for Secondary Teachers. Experience shall include time worked on contract, plus time worked as an occasional teacher with 185 days equated to one year of experience.

ARTICLE L19- PAY DATES

L19.01 Pay dates shall be bi-weekly and published by the payroll department at the beginning of each school year.

- L19.02 Electronic timesheets must be received by the payroll department according to the published deadline dates.

ARTICLE L20 - CATEGORY ADJUSTMENTS

- L.20.01 Classifications of Teachers into categories shall be determined by the Qualifications Evaluation Council of Ontario (QECO), and in accordance with the same methods used for Secondary Teachers. Existing OSSTF Certification Rating Statements as previously determined by the OSSTF Certification Department will continue to be recognized, and no Occasional Teacher will be negatively impacted by any changes to the certification program.

- L20.01.1 Where a Teacher's classification is changed to a higher classification by virtue of improved qualifications, the Teacher shall be entitled to a category adjustment in salary. The amount of the salary adjustment shall be the difference between the present salary and the Teacher's new salary according to the Teacher's new position on the salary grid.

- L20.02 Procedure

The following shall be the procedure for obtaining a category adjustment.

- a) Applications are to be made on a Category Change Form to be provided by the Board. These forms are available to Teachers from school offices, Human Resources or the Board's web site www.lakeheadschoools.ca (Staff Portal) in the Human Resources section.
- b) Applications are to be filed with the Superintendent Responsible for Human Resources.
- c) Applications are to be accompanied by the following supporting documents:
 - i. copy of Ontario College of Teachers Certificate of Qualification indicating the course(s) completed relevant to the category placement;
 - ii. copy of trade test result, if applicable
 - iii. copy of the O.S.S.T.F. Certification Rating or QECO Evaluation Statement ;
 - iv. copies of any documents sent to the O.S.S.T.F. Certification Board or QECO which may entitle a teacher to a change of category.
 - v. proof of the completion date of all course(s) used to change category

- L20.03 Effective Date of Adjustment

- a) Category adjustments will be effective on September 1st. Ordinarily all documentation should be completed by December 31st. However, in the event that documentation of the application cannot be completed by December 31st, the Teacher concerned shall file a letter of intent, with the Manager of Human Resources prior to that date, explaining the reasons for the delay in completing documentation. If the reasons stated are deemed valid by the Board, and if the documentation is received and approved by the Board, the Teacher's application and its retroactivity will be protected until the final deadline date of May 31st.
- b) Category changes resulting from academic or other credits gained since September 1, but prior to January 31 of the school year, will result in adjustments retroactive to February 1 of the

current school year. Documentation will be completed within four months of the date of qualification .

- c) Category change based upon the successful completion of a Trade test during the school year will be accepted if otherwise documented.

ARTICLE L21- BENEFITS

- L21.01 Note: Information regarding eligibility and benefit coverage for Long Term Occasional Teachers can be found in C7.2 in the Central Terms, LOA #4 (Historical Reference) and Memorandum of Understanding #5 (Appendix II).

ARTICLE L22 - PERSONNEL FILES

- L22.01 Each Occasional Teacher shall have reasonable access to their personnel files in the Human Resources Department for the purpose of reviewing its contents. Access will be in the presence of an employee of the Human Resources Department.
- L22.02 If the teacher disputes the accuracy or completeness of any materials in the teacher's personnel file, the teacher may appeal to the Superintendent of Human Resources to have it removed. Should the Superintendent decide to retain the information in the file, the teacher shall have the right to add a written statement to the file disputing the information in question.
- L22.03 An Occasional Teacher or designate shall be entitled upon request to copies of any materials contained in their personnel file. The first copy shall be provided without cost.
- L22.04 The signature of an Occasional Teacher on any document respecting the performance or conduct of that occasional teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- L22.05 An Occasional Teacher shall have the right to place employment related material in their personnel file for a period of two years.
- L22.06.1 Documents contained in an Occasional Teacher's personnel file which are of a disciplinary or negative nature shall be kept at the Education Centre. Such documents shall be removed from the file at the request of the occasional teacher and returned to that occasional teacher after twenty four (24) months after the last related incident.
- L22.06.2 Notwithstanding L22.06.1, records of disciplinary actions pertaining to sexual or physical misconduct affecting the safety of the students and/or staff will remain in the file.
- L22.06.3 After twenty four (24) months, an Occasional Teacher may make a request to the appropriate Superintendent, in writing, to have records of disciplinary actions as per L22.06.2 removed from their file if the occasional teacher has had no additional related letters placed into the file since the date of the letter in question.

The appropriate Superintendent shall respond, in writing, within 15 school days as to whether or not such a request shall be granted. Where the request is denied, the Superintendent shall provide the

reason for denial, in writing, to the occasional teacher.

Where a request is denied, the teacher may make subsequent requests annually for its removal.

L22.07 The Board shall keep any medical information in separate files accessible only to appropriate health care professionals and the Occasional Teacher.

L22.08 Police Record Check

- a) The Board shall collect and manage personal documents relating to a Police Record Check and offence declarations in a secure manner that provides for confidentiality and privacy. Access to such records and information shall be limited to the Superintendent responsible for Human Resources and/or designate. The Superintendent shall, upon request, advise the Bargaining Unit President of names of those so designated. Such personnel shall not be members of the Bargaining Unit.
- b) Any disciplinary action related to a Police Record Check or Offence Declaration may be subject to a grievance.
- c) The Board shall release and report information to the College of Teachers as required under government Acts and Regulations. The Board shall inform the member(s) and the Teachers' Bargaining Unit President that information has been sent to the College of Teachers at the time of disclosure.

ARTICLE L23 - SECONDARY TEACHING VACANCIES

L23.01 Secondary Occasional Teachers who have been placed on the Board's Pool Hiring List for next to hire shall remain on such list until the teacher has been placed into a secondary teaching position or for a period of two (2) years, whichever is earlier. The Secondary Occasional Teacher shall be informed, in writing, at the time of his or her removal from the Pool Hiring List. It is the teacher's responsibility to have kept the Board updated with their current address. If a teacher is removed from the pool after two (2) years, that teacher shall be entitled to an interview when the pool is renewed, upon receipt in Human Resources of their complete application package.

Dated at Thunder Bay, Ontario, the 10th day of September, 2021

SIGNED, IN THE PRESENCE OF

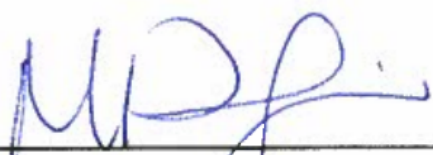
For the Board:




CHAIR



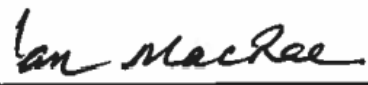
WITNESS



CHAIR, NEGOTIATING COMMITTEE



WITNESS



SECRETARY



WITNESS

For the Secondary Occasional Teachers' Bargaining Unit:



PRESIDENT



WITNESS



CHAIR, NEGOTIATING COMMITTEE



WITNESS

Letter of Understanding

Between

The Lakehead District School Board

And

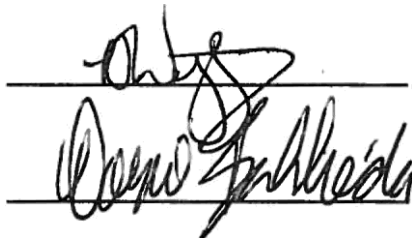
O.S.S.T.F. District 6A on behalf of its
Occasional Teachers

Re: Classroom Security and access to Keys for Occasional Teachers

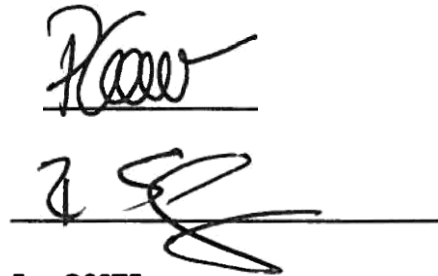
The Board agrees that it will investigate the feasibility of installing a keyless system for securing classroom doors in its secondary schools.

The Federation will be invited to participate in any discussions pertaining to this investigation and any pilot projects that may arise.

Dated this 11th day of November, 2015.

A handwritten signature in black ink, appearing to be "D. G. ...", is written over a horizontal line.

For the Board

A handwritten signature in black ink, appearing to be "K. ...", is written over a horizontal line.

For OSSTF

Letter of Understanding

Between

The Lakehead District School Board

And

O.S.S.T.F. District 6A on behalf of its Occasional Teachers

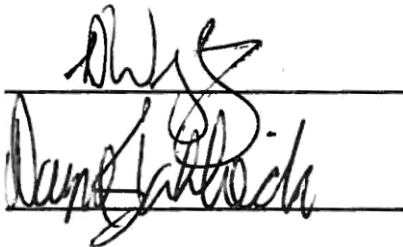
Re: Performance Appraisals for Occasional Teachers

The Board and the Federation agree to create a working group made up of both Board and Federation stakeholders to develop a process by which occasional teachers will have access to formal performance appraisals.

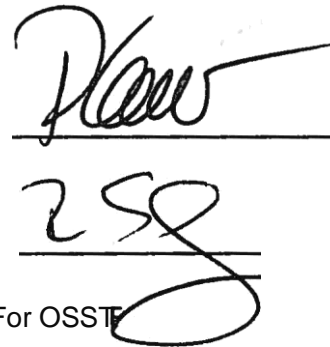
Each party shall have 3 delegates to the working group.

The working group shall complete its work by the end of the 2015/2016 school year.

Dated this 11th day of November, 2015.

A handwritten signature in black ink, appearing to read "D. Smith", is written over a horizontal line. Below this line, another horizontal line is present, with a second handwritten signature, possibly "D. Smith", written over it.

For the Board

A handwritten signature in black ink, appearing to read "K. Smith", is written over a horizontal line. Below this line, another horizontal line is present, with a second handwritten signature, possibly "K. Smith", written over it.

For OSSTF

LETTER OF UNDERSTANDING

between

THE LAKEHEAD DISTRICT SCHOOL BOARD (the "Board")

and the

TEACHERS' BARGAINING UNIT, OSSTF DISTRICT 6A THUNDER BAY
(the "Federation")

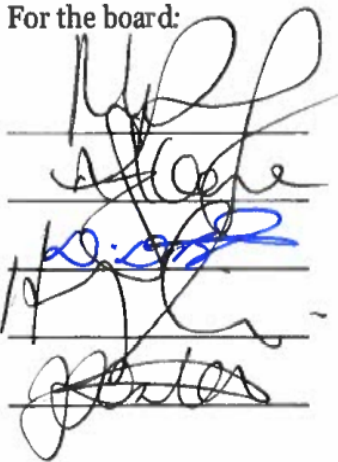
RE: Teacher Exposure to Incidents of Violence and Harassment in the Workplace

The Board and the Federation agree to the formation of a working group to discuss, develop and ensure a consistent process to support teachers who have been exposed to violence or harassment in the workplace.

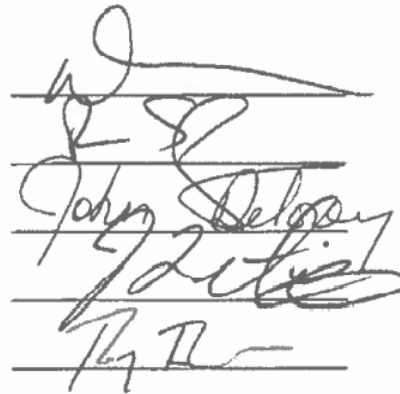
The working group will consist of equal numbers of Board and Federation representatives. At a minimum, one Federation representative from each of the Secondary sites and LAEC, as well as an Occasional Teacher representative shall serve on the committee. The working group shall be formed and its mandate completed by June 25, 2021.

Dated: Oct 30, 2020

For the board:

Four handwritten signatures in black ink, with one signature in blue ink, written over four horizontal lines.

For the Federation

Four handwritten signatures in black ink, written over four horizontal lines.

**APPENDIX II – DOES NOT FORM PART OF THE CENTRAL TERMS OF THE
COLLECTIVE AGREEMENT**

**IN THE MATTER OF COLLECTIVE BARGAINING
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

MEMORANDUM OF UNDERSTANDING #1

BETWEEN:

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION
("OSSTF")**

AND

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
("OPBSA")**

COLLECTIVELY "THE PARTIES"

AND

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF
EDUCATION**

("THE CROWN")

RE: Average Class Size

The Parties agree that representatives of the Crown shall recommend to the Lieutenant Governor in Council that Ontario Regulation 132/12 (Class Size) shall contain the following class size requirements for the 2020-21 and 2021-22 school years:

Grades 9 to 12 - The average class size, excluding E-Learning classes, shall not exceed 23.

**IN THE MATTER OF COLLECTIVE BARGAINING
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

MEMORANDUM OF UNDERSTANDING #2

BETWEEN:

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION
("OSSTF")**

AND

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
("OPBSA")**

COLLECTIVELY "THE PARTIES"

AND

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF
EDUCATION**

("THE CROWN")

RE: E-Learning

Graduation requirement:

The Parties acknowledge the Ministry of Education's intention and authority to establish a new graduation requirement for the cohort of students entering grade 9 in 2020-21, which would require high school students to complete two (2) mandatory E-Learning credit courses in order to graduate.

Overview:

Representatives of the Crown shall recommend to the Lieutenant Governor in Council that a regulation be made setting out a maximum average class size of 30:1 for E-Learning credit courses in the 2020-21 and 2021-22 school years. The Ministry of Education may recommend other regulations or requirements for E-Learning credit courses, and/or develop policies, protocols and procedures pertaining to E-Learning credit courses.

A regulation and/or Policy Program Memorandum (PPM) shall recognize parents'/guardians' right to exempt their child(ren) from the mandatory E-Learning program, and the right of students who have reached the age of 18 to exempt themselves. Exemptions to this requirement are intended to accommodate individual student learning needs, including students with special education needs and/or low credit accumulation, students who have issues with access to technology and reliable broadband connectivity, and newcomers to Ontario who enter secondary school after grade 9. Whether a student is exempted from one or both of the mandatory E-Learning credit courses shall ultimately be the decision of the parents/guardians or the student who has reached the age of 18, as applicable.

Implementation:

The process for determining whether a student is exempted will be guided by the following key parameters:

- i. Regulation and/or PPM to include a process for parental opt-out.
- ii. In the best interest of students who are entering grade 11 and/or 12, a meeting to discuss exemptions from the mandatory two (2) credit requirement can be initiated by:
 - a) a parent/guardian; or
 - b) the student who has reached the age of 18 or has withdrawn from parental control; or
 - c) school staff.
- iii. Accommodation arrangements should be provided to any parent/guardian who is not able to attend an in-person meeting at the school.
- iv. The final decision regarding whether the student will be exempted from one or both of the mandatory E-Learning credit courses will rest with the parent/guardian or the student who has reached the age of 18 or has withdrawn from parental control.
- v. Additional exemptions may be defined in the regulation or PPM. Nothing in this Memorandum of Understanding is intended to limit students' opportunity to choose other available E-Learning credit courses.

**IN THE MATTER OF COLLECTIVE BARGAINING
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

MEMORANDUM OF UNDERSTANDING #3

BETWEEN:

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION
("OSSTF")**

AND

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
("OPBSA")**

COLLECTIVELY "THE PARTIES"

AND

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF
EDUCATION**

("THE CROWN")

RE: Hiring Practices

The Parties and the Crown have discussed the issue of hiring practices at the bargaining table. As the Parties were unable to reach a joint position and recommendation to the Crown with respect to potential amendments to O.Reg. 274/12 (Hiring Practices), OPSBA and OSSTF agree to withdraw their respective proposals. The Parties acknowledge that the withdrawal of their respective proposals does not commit the Crown to maintaining the status-quo. The Parties understand that the Minister has authority to make regulations governing hiring practices for teachers under the *Education Act*, R.S.O. 1990, c. E.2, subject to the approval of the Lieutenant Governor in Council, and therefore O.Reg. 274/12 has not been listed among the status quo items in the Memorandum of Understanding.

**IN THE MATTER OF COLLECTIVE BARGAINING
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

MEMORANDUM OF UNDERSTANDING #4

BETWEEN:

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION
("OSSTF")**

AND

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
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COLLECTIVELY "THE PARTIES"

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**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF
EDUCATION**

("THE CROWN")

RE: OSSTF Employee Life and Health Trust (ELHT) Matters

1. Retirees

The Parties agree to meet and amend the OSSTF ELHT Agreement and Declaration of Trust (OSSTF ELHT Agreement) for the purpose of transitioning retirees currently in board-run benefits plans into a segregated plan administered by the OSSTF ELHT. The amendment to the OSSTF ELHT Agreement:

- i. Retiree Benefit Plan: The OSSTF ELHT shall deliver the active member plan design to eligible retired OSSTF represented employees (plus any supplemental benefits selected by the school board, as per paragraph ii).
- ii. Supplemental Benefits: School boards can request alterations to the plan design to meet their specific needs (limited to survivor coverage for health and dental benefits, out of country coverage, hearing aids, physiotherapy, and private duty

nursing) which exceed the OSSTF ELHT's benefits plan, subject to the coverage being available by the carrier. It is not the intent of the Parties to enhance the benefits coverage of the retirees. For example, life insurance is not to exceed the existing level of coverage. The school board shall be responsible for the costs of any such supplemental benefits, and for any reasonable administrative or other costs incurred by the Trustees to provide these supplemental benefits, less applicable retired employee premium shares.

- iii. Participation in the Retiree Plan: Boards can opt out of the OSSTF ELHT plan for retirees. It is understood that such opt out is irrevocable. Any school board wanting to move its retirees into a plan administered by the OSSTF ELHT shall sign a standard form participation agreement that is included in the amendment to the OSSTF ELHT Agreement.
- iv. Premiums: The plan administrator shall advise each school board of the per retiree premium cost on an annual basis. The plan administrator shall set an annual premium rate, based on an actuarial valuation. The OSSTF ELHT shall take reasonable steps to set premium rates that minimize the likelihood of an annual or a terminal deficit.
- v. Deficits: Any annual plan deficit shall be captured in the premiums charged to school boards and retirees in the subsequent benefit year. Any terminal deficit is the responsibility of all school boards that had retirees in the plan, based on a formula that includes the school board's time in the plan and retiree enrolment. Each school board shall be required to address the terminal deficit within 120 days following the date they are informed of their terminal deficit. This shall be calculated once the final retiree leaves the plan allowing for the claims run off period.
- vi. School Board Liability: School boards maintain any liability resulting from any issues arising as a result of retirees being transferred to the OSSTF ELHT benefits plan for retirees. For clarity, once all relevant information (as defined in Schedule A) has been provided to the ELHT and the transition is completed, the school board is not liable for any subsequent decisions by the ELHT.

The Parties shall meet within thirty (30) days of ratification of central terms to discuss the amendment to the OSSTF ELHT Agreement as described above and timelines for the transition.

If by June 30, 2020 the Parties are unable to resolve all disputes concerning the amendment to the OSSTF ELHT Agreement and the standard form participation agreement, the Parties agree to refer the matter to arbitration with a mutually agreed upon arbitrator. The arbitrator shall determine any outstanding disputes based on the terms of this Memorandum of Understanding. The Parties agree that any arbitration on outstanding disputes shall be scheduled expeditiously.

Schedule A – Retiree Data

Each applicable School Board shall provide the following information relating to eligible retired OSSTF represented employees. The information provided shall be based on the best data available to the board: This information is to be provided to the OSSTF ELHT, or to the Benefits plan administrator as directed by the ELHT:

A. Retiree Demographic Information:

- i. Names
- ii. Date of hire
- iii. School board
- iv. Retirement effective date
- v. Retiree benefit end date
- vi. Date of birth
- vii. Gender
- viii. Contact information (mailing address, email address, and phone number)

B. Existing Benefit Coverage for Health and Dental Plans:

- i. Dependent coverage (single/couple/family)
- ii. Dependent demographic information
- iii. Carrier policy number
- iv. Retiree paid premium
- v. Employer paid premium
- vi. Benefit history per industry standards

C. Existing Life Coverage:

- i. Beneficiary
- ii. Insurance volume - Retiree paid
- iii. Insurance volume - Employer paid

2. Structural Review

The Parties also agree to amend the OSSTF ELHT Agreement as follows:

- Under section 11.3, the requirement for the OSSTF ELHT to complete the Request for Proposal of the administrative agent by August 31, 2021 shall now be completed by June 30, 2024.
- A new requirement for the OSSTF ELHT to complete a structural review of the ELHT plan administrator by June 30, 2021 and shall provide a report of the review to the Parties.

The details on the process of the review and the content of the report shall be discussed between OSSTF, OPSBA and the Crown.

3. Surplus/Reserves

All surpluses and reserves remaining in board-owned defined benefit and board-owned defined contribution plans as a result of the transfer of benefit plans to the OSSTF ELHT shall be allocated between the school board and the employees. The employees' share is to be transferred to the applicable ELHT 90 days after all Teachers' Federations, Central Employee Workers' unions or council of unions, and other employee groups have signed their respective Agreement on Central Terms or other agreements with this process.

- A. For policies where employee groups were tracked separately:
 - i. The share of the total surpluses and reserves to be transferred to the OSSTF ELHT teachers' separate account is the total OSSTF Teachers' surpluses and reserves multiplied by an amount equal to OSSTF represented teachers' employees' pro rata share of employee premiums based on the employees' co-share payment (including chargebacks for employee premiums) of benefits as reported by school boards to the ministry for the 2014-15 school year.
- B. For policies where multiple employee groups were pooled together:
 - i. The total surpluses and reserves shall be allocated to each employee group based on the total paid premiums or claims costs of each group based on information provided to the ministry for the 2014-15 school year.
 - ii. The share of the total surpluses and reserves to be transferred to the OSSTF ELHT Teachers' separate account is the total OSSTF teachers' surpluses and reserves (calculated in B.i) above) multiplied by an amount equal to OSSTF represented teachers' pro rata share of employee premiums based on the employees' co-share payment (including chargebacks for employee premiums) of benefits as reported by school boards to the ministry for the 2014-15 school year.

- C. For policies where employee groups were tracked separately and pooled together:
- i. Separately tracked surpluses and reserves are to be subtracted from the total surpluses and reserves. The share of the separately tracked surpluses and reserves is to be transferred to the OSSTF ELHT Teachers' separate account as per the process described in section A above.
 - ii. The remaining surpluses and reserves are then distributed based on the process described in section B above.

The total surpluses and reserves amount to be allocated in sections A, B and C, shall be based on the school board's final surplus balance as reported by the boards' insurance carriers or, in the case of board-owned defined contribution plans, the boards' financial systems.

All school board reserves for Incurred But Not Reported ("IBNR") claims and claims fluctuation reserve (CFR) shall remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts. Once released, those reserves shall form part of the surplus available for distribution.

School boards with deficits shall recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR shall be the responsibility of the school board.

The school boards shall not make any withdrawal, of any monies, from any health care benefit plan reserve, surplus and/or deposit until direction by the ministry on the distribution of surpluses/reserves to the OSSTF ELHT is provided to school boards.

Upon receipt by the OSSTF ELHT of all surplus amounts indicated in A, B, and C of this Memorandum of Understanding, OSSTF agrees to withdraw all central and local grievances related to eligible and available surpluses remaining in board-owned defined benefit and board-owned defined contribution plans.

In the case of a dispute regarding surplus amounts, such dispute shall be forwarded to the Central Dispute Resolution committee.

**IN THE MATTER OF COLLECTIVE BARGAINING
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

MEMORANDUM OF UNDERSTANDING #5

BETWEEN:

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION
("OSSTF")**

AND

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
("OPBSA")**

COLLECTIVELY "THE PARTIES"

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EDUCATION**

("THE CROWN")

RE: Benefits for Long Term Occasional Teachers

The Parties agree that where long-term occasional teachers receive benefits in one school board from the OSSTF ELHT, but not another, the OSSTF ELHT has the authority to harmonize eligibility.

The Parties agree to make a joint recommendation to the OSSTF ELHT that the standardization of eligibility for long-term occasional teachers shall be for assignments no less than 90 continuous calendar days or that extend to at least 90 continuous calendar days.

**IN THE MATTER OF COLLECTIVE BARGAINING
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

MEMORANDUM OF UNDERSTANDING #6

BETWEEN:

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION
("OSSTF")**

AND

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
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("THE CROWN")

RE: Supplementary Employment Benefits (SEB) and Employment Insurance (EI)

The OPSBA agrees to communicate to school boards regarding EI and SEB benefits, that by January 1, 2021, the obligation outlined in Memorandum 2018: B05 - Employment Insurance (EI) Waiting Period and Supplementary Employment Benefits shall be in place.

**IN THE MATTER OF COLLECTIVE BARGAINING
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

MEMORANDUM OF UNDERSTANDING #7

BETWEEN:

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION
("OSSTF")**

AND

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
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("THE CROWN")

RE: Protected Complement

The Parties agree to provide the English public-school boards, noted below in d), a protected complement subject to attrition as follows:

- a) The protected complement will be the actual allocated 2019-2020 annualized full-time equivalent (FTE).
- b) Protected complement in a), shall be adjusted each year through attrition which shall be defined for the purposes of the Memorandum of Understanding as all retirements, resignations and/or promotions outside of the OSSTF bargaining unit.

- c) The protected complement will be available until the earliest of August 30, 2023 or when a school board has achieved the regulated secondary class size average of 23. Should the regulated secondary class size be achieved, this Memorandum of Understanding ceases to have any further force and effect for that school board.
- d) This Memorandum of Understanding will only apply to the following English public-school boards:
 - i) Avon Maitland District School Board
 - ii) Lambton Kent District School Board
 - iii) Superior Greenstone District School Board
 - iv) Ottawa Carleton District School Board
 - v) Rainbow District School Board
- e) Despite the provisions noted above, these school boards may however still lay-off teachers if needed to address any catastrophic or significant unforeseen event that impacts funding and/or revenues.
- f) Existing School Boards' staffing processes will be used.

AGREEMENT

between

LAKEHEAD DISTRICT SCHOOL BOARD



and

SECONDARY TEACHERS' BARGAINING UNIT

ADULT AND CONTINUING EDUCATION TEACHERS' BARGAINING UNIT

THUNDER BAY DISTRICT 6A

OF THE

ONTARIO SECONDARY SCHOOL

TEACHERS' FEDERATION



September 1, 2019

to

August 31, 2022

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PART A

CENTRAL TERMS

OSSTF TEACHERS – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:

- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.

- ii. To participate in voluntary mediation.
- iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

Effective February 1, 2020, School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).

- iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.

- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.

- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDL will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well

as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.

- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)		Employee Signature:									
Employee ID:		Telephone No:									
Employee Address:		Work Location:									
1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one:											
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3											
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.											
First Day of Absence: _____		General Nature of Illness (<i>please do not include diagnosis</i>): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of hand(s): <table> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (<i>please specify</i>):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (<i>Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>)				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately:		Have you discussed return to work with your patient?		
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Recommendations for work hours and start date (if applicable):		Start Date: dd mm yyyy		
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours				
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

LETTER OF AGREEMENT #1

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.
- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion

of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group – Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;

- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant. The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF-provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so

that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:

- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
- 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.

3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

4.1.1 The Government of Ontario will provide:

- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
- b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.

- c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.)

as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.

- d. The Trust shall retain rights to the data and the copy of the software systems.

- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this

provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,
 then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;

- c. Improve plan design;
- d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;

3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year. Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”
[insert current Retirement Gratuity language from local collective agreement]

PART B

LOCAL TERMS

ARTICLE L1 - DEFINITIONS

- L1.1 Wherever used herein "Board" shall mean the Lakehead District School Board.
- L1.2 Whenever used herein, "TBU" shall mean Teachers' Bargaining Unit of the Thunder Bay District, OSSTF.
- L1.3 Whenever used herein, "Federation" shall mean TBU.
- L1.4 Salary for teachers will be calculated based on assigned classes, and/or full time equivalent non-classroom assignments.
- L1.5 Whenever used herein, the Secondary "School Year" is as stipulated in Ministry memoranda and regulations.
- L1.6 Whenever used herein, "Teacher" refers specifically to the collective group of teachers and/or to a specific individual in the TBU.
- L1.7 Whenever used herein, "FTE" shall mean Full Time Equivalent.
- L1.8 Whenever used herein "LTD" shall mean long term disability.
- L1.9 Whenever used herein, "ADE" shall mean Average Daily Enrolment.
- L1.10 Whenever used herein, "GSN" shall mean Grant for Student Needs.
- L1.11 Whenever used herein, "OPSBA" shall mean Ontario Public School Board Association.
- L1.12 Whenever used herein, "NTIP" shall mean New Teacher Induction Program.
- L1.13 Whenever used herein, "OTPP" shall mean Ontario Teachers' Pension Plan.
- L1.14 Whenever used herein, "PAR" shall mean Position of Added Responsibility.
- L1.15 Whenever used herein, "SJS" shall mean System Joint Staffing Committee.
- L1.16 For Secondary Teachers "days" shall mean a day that is within the school year and is not a holiday or Saturday or Sunday.
- L1.17 Whenever used herein, "A&CE" shall refer to Adult and Continuing Education.
- L1.18 For A&CE Teachers "days" shall mean working day – a day other than Saturday, Sunday or a recognized holiday.
- L1.19 "Long term Occasional A&CE Teacher" shall mean a teacher hired to replace the same absent teacher in the same assignment for a period greater than eleven (11) consecutive days but less than twenty-four (24) consecutive months. Inactive periods such as Christmas, March and summer breaks shall not be considered as an interruption for the purpose of calculating consecutive days. Long Term Occasional A&CE Teachers shall have access only to articles L1,L2,L3,L4,L5,L6, L14 and L15 and the occasional rates of Article L22.

- L1.20 "Casual or Short Term Occasional A&CE Teacher" shall mean a teacher hired to replace an absent teacher for a period less than twelve (12) consecutive days. Casual or Short term A&CE Teachers shall have access only to articles L1,L2,L3,L4,L5,L14 and L15 and the occasional rates of Article L22.
- L1.21 For A&CE Teachers, a Term Position is a position created by specific program funding and of a specific function for a period not to exceed twelve (12) months. A member hired into a term position shall have all entitlements under the collective agreement except seniority rights. The Bargaining Unit President or designate shall be consulted prior to the creation of a term position.
- L1.22 "Fee for service" means a predetermined amount of compensation for a predefined service for A&CE Teachers.
- L1.23 For A&CE Teachers only:
- Continuing Education teaching positions are defined as:
- Self-study Credit-based programming
 - Designated marking, which includes time in and out of the classroom
 - Non-credit English as a Second Language (ESL) programming
 - Any and all A&CE programming that begins after 4:30pm
 - Any and all A&CE programming that is over and above an A&CE teacher's full-time workload
 - Any and all A&CE summer programming, and/or A&CE programming run outside the school year set out/defined by the Ministry of Education
 - Any and all A&CE fee for service programming
- L1.24 For A&CE Teachers only:
- Adult Day teaching positions are defined as:
- Direct Instruction programming, Guidance programming, and Co-operative Education programming
- L1.25 Whenever used herein, "OTIP RAEO" shall mean Ontario Teachers' Insurance Plan.

ARTICLE L2 - PURPOSE AND RECOGNITION

- L2.1 The purpose of this agreement is to set forth the terms and conditions of employment contained herein, and to define a procedure for the resolution of grievances.
- L2.2 The Board recognizes the OSSTF as the bargaining agent authorized to negotiate on behalf of its members employed to teach by the Board and assigned as teachers, including temporary teachers, to one or more secondary schools or to perform duties in respect of such schools all or most of the time.
- The Board recognizes the negotiating team of the Teachers' Bargaining Unit as the group authorized to negotiate on behalf of the Federation.

L2.2.1 FOR ADULT DAY SCHOOL AND CONTINUING EDUCATION TEACHERS ONLY

The Board recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the exclusive bargaining agent authorized to negotiate on behalf of the Adult Day School and Continuing Education Teachers employed by the Lakehead District School Board in an Adult Day School or Continuing Education Program (including ESL night school and Lakehead Adult Education Centre summer program), save and except for those Continuing Education Teachers instructing in Heritage Language and General Interest Courses, the Principal/Manager of Adult and Continuing Education or designate, those above the rank of Principal of Adult and Continuing Education, Continuing Education Teachers in bargaining units for which any trade union held bargaining rights as of June 21, 1989 and secondary teachers employed by the Lakehead District School Board under article L10.4 (Night School) of the Teachers' Bargaining Unit Thunder Bay District 6A Collective Agreement.

- L2.3 The Board recognizes the right of the Teachers' Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in matters pertaining to the negotiation and administration of this Collective Agreement.
- L2.4 The Teachers' Bargaining Unit recognizes the right of the Board to utilize the services of representatives of the Trustees' Association or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in matters pertaining to the negotiation and administration of this Collective Agreement.
- L2.5 The Board recognizes that A&CE Teachers delivering secondary credits must be qualified to do so in accordance with the Education Act.

ARTICLE L3 - EFFECTIVE PERIOD

Note: Further information regarding Effective Period can be found in Part A (C2) of this Collective Agreement.

L3.1 Revisions may only be made to this Agreement with the mutual written consent of the parties. Each party shall determine its respective bargaining procedures required to provide consent.


L3.2 CHANGES DURING PERIOD BY MUTUAL CONSENT

Except for mutually agreed to error(s), this Agreement shall form the basis of commuting all salaries and other conditions defined herein. Amendments (deletions or additions) to the clauses defined herein shall be made only by written consent of the Parties to this agreement.


Dated at Thunder Bay, Ontario the 10th Day of September, 2021.

SIGNED, IN THE PRESENCE OF


For the Board:


CHAIR


CHAIR, NEGOTIATING COMMITTEE


SECRETARY


WITNESS

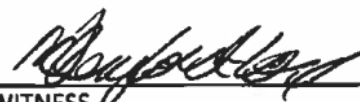

WITNESS


WITNESS

For the Teachers' Bargaining Unit, OSSTF:


PRESIDENT


CHAIR, NEGOTIATING COMMITTEE


WITNESS


WITNESS

ARTICLE L4 - MANAGEMENT RIGHTS

- L4.1 The Teachers recognize that the Board has the right, duty, and responsibility to provide, operate and manage its secondary schools and its continuing education program in the Lakehead District School Board in accordance with the statutes and regulations of Ontario.
- L4.2 The Board agrees, however, that it will not exercise any of its rights or alter any rules or regulations for the purpose of restricting or limiting the rights of its teachers as granted and preserved in this Agreement, and will not exercise any of its rights in a manner inconsistent with the terms and provisions of this Agreement.
- L4.3 The Board agrees to precede any change to Board policy which may affect teachers of the TBU by written communication to the TBU President in accordance with Policy Development and Review Policy 2010.
- L4.4 The Board recognizes the right of OSSTF and/or the Teachers' Bargaining Unit to represent a teacher when the conduct or competence of the teacher is being questioned. Prior to any meeting that could lead to discipline, the Board shall inform the teacher of the right to Federation representation and inform the Bargaining Unit/Branch President or designate.
- L4.5 Police Record Check
 - L4.5.1 The Board will cover the cost of the Police Record Check for all incumbent teachers who participate in the "check" offered by the Ontario Education Services Corporation. If the teacher wishes to obtain a Police Record Check on his or her own, the teacher will be responsible for this expense.
 - L4.5.2 The Board shall collect and manage personal documents relating to Police Record Checks and offence declarations in a secure manner that provides for confidentiality and privacy. Access to such records and information shall be limited to the Superintendent responsible for Human Resources and/or Employee Relations and/or designate. The Superintendent shall, upon request, advise the Bargaining Unit President of the names of those so designated. Such personnel shall not be members of the Bargaining Unit.
 - L4.5.3 Any disciplinary action related to Police Record Checks or Offence Declaration may be subject to a grievance.
 - L4.5.4 The Board shall release and report information to the Ontario College of Teachers as required under government Acts and Regulations. The Board shall inform the member(s) and the Teachers' Bargaining Unit President that information has been sent to the Ontario College of Teachers at the time of disclosure.
- L4.6 Each of the parties to this agreement agrees that there shall be no discrimination as defined in the Ontario Human Rights Code (currently found at www.ohrc.on.ca). It is not the intent of this provision to prevent the Board from implementing mandatory retirement or establishing and maintaining bona fide occupational qualifications.
- L4.7 All correspondence between the Parties arising out of the Agreement shall pass to and from the appropriate Superintendent or designate, and from the President of the Bargaining Unit.

L4.8 Video Surveillance

L4.8.1 Video surveillance systems and photos, audio and videos taken on personal electronic devices will not be used to monitor teacher performance as it relates to Article L16-Teacher Evaluations.

L4.8.2 The Board will adhere to Lakehead District School Board Policy and Procedures 6070.

L4.9 Discipline

Documents contained in a teacher's personnel file which are of a disciplinary or negative nature shall be kept at the Education Centre. Such documents shall be removed from the file at the request of the teacher and returned to that teacher after twenty four (24) months (excluding leaves) after the last related incident.

L4.9.1 Notwithstanding L4.9, records of disciplinary actions pertaining to sexual or physical misconduct affecting the safety of the students and/or staff will remain in the file.

L4.9.2 After twenty four (24) months, a teacher may make a request to the appropriate Superintendent, in writing, to have records of disciplinary actions as per L4.9.1 removed from their file if the teacher has had no additional related letters placed into the file since the date of the letter in question.

The appropriate Superintendent shall respond, in writing, within 15 school days as to whether or not such a request shall be granted. Where the request is denied, the Superintendent shall provide the reason for denial, in writing, to the teacher.

Where a request is denied, the teacher may make subsequent requests annually for its removal.

ARTICLE L5 - FEDERATION RIGHTS

L5.1 Federation Fees/Union Dues

L5.1.1 On each pay date on which an employee is paid, the Board shall deduct from each employee the OSSTF fees and any chargeable by the TBU or an equivalent amount. The amounts shall be determined by OSSTF and/or the TBU in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

L5.1.2 The OSSTF fees deducted in L5.1.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.

L5.1.3 Fees specified by the TBU in L5.1.1, if any, shall be deducted and remitted to the Treasurer of OSSTF District 6A, Thunder Bay no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employee, the amount withheld, and the relevant pay period.

- L5.1.4 OSSTF and/or the TBU, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the TBU.
- L5.2 No teacher, other than an occasional teacher, shall be hired or retained by the Board under any conditions not specified by this agreement without the conditions being detailed in writing to the local federation executive and without the written approval of the local federation executive.
- L5.3 The Board shall notify the TBU President of any teacher leaving the employ of the Board, at any time, for any reason (including death) within seven (7) days of the teacher's effectively leaving the Board's employ. The Board shall notify the TBU President and where possible make such notification within seven (7) days of:
- receiving a letter of resignation from a teacher
 - the Board granting a leave of absence to a teacher that is for one semester or longer or for maternity/parental leave
- L5.4 A teacher, or designate, shall have access during normal business hours to all of the teacher's data maintained on file by the Board or any agent of the Board. The teacher, or designate, shall have the right to make copies of any material contained in such files.
- L5.4.1 If the teacher disputes the accuracy or completeness of any materials in the teacher's personnel file, the teacher may appeal to the Superintendent responsible for Human Resources to have it removed. Should the Superintendent decide to retain the information in the file, the teacher shall have the right to add a written statement to the file disputing the information in question.
- L5.5 Notwithstanding occasional teachers, no work of Bargaining Unit members shall be performed by another employee of the Lakehead District School Board or by a person who is not an employee of the Lakehead District School Board.

It is understood that practicum students under the direct supervision of Bargaining Unit members are not considered to be performing the work of the Bargaining Unit.

ARTICLE L6 - CLASSIFICATION OF TEACHERS (Secondary and A&CE Teachers in Adult Day Positions Only)

For clarity, Permanent and Term A&CE Teachers in Adult Day Positions shall have access to L6.1, L6.2, L6.3 (except for 6.3.1.4), and L6.4.

- L6.1 Classification
- L6.1.1 All members of the secondary school teaching staff of the Lakehead District School Board shall, for salary purposes, be placed in one of the following categories:
- Uncertified
 - Category One
 - Category Two
 - Category Three
 - Category Four

- L6.1.2 Subject to the provisions of Clause L6.1.6 the placing of teachers in their respective categories shall be determined by the Qualification Evaluation Council of Ontario (QECO), as approved by the Annual Meeting of the Provincial Assembly of the OSSTF and recognized by the OPSBA.
- Existing OSSTF Certification Rating Statements will continue to be recognized, and no teacher will be negatively impacted by any changes to the certification program.
- L6.1.3 The Board will require each teacher to file proof of category classification by the OSSTF or QECO.
- L6.1.4 The Board reserves the right to challenge any classification.
- L6.1.5 A teacher paid in categories 3 or 4 must teach in the teacher's field of specialty if his/her principal so requests.
- L6.1.6 Teachers holding a Letter of Standing valid in Ontario will be placed in the proper category in accordance with qualifications and experience.
- L6.2 Category Adjustments
- Where a teacher's classification under this agreement is changed to a higher classification by virtue of improved qualifications, the teacher shall be entitled to a category adjustment in salary. The amount of the salary adjustment shall be the difference between the present salary and new salary according to the new position on the salary grid.
- L6.2.1 Procedure
- The following shall be the procedure for obtaining a category adjustment:
- L6.2.1.1 Applications are to be made on a form to be provided by the Board. These forms are available to teachers at the school or from the Human Resources Department and/or on the Board's website.
- L6.2.1.2 Applications are to be filed with the Human Resources Department.
- L6.2.1.3 Applications are to be accompanied by the following supporting documents:
- copy of Ontario College of Teachers Certificate of Qualification indicating the course(s) completed relevant to the category placement
 - copy of trade test result, if applicable
 - copy of the OSSTF Certification Rating or QECO Evaluation Statement
 - copy of the OSSTF letter or QECO statement confirming placement in a new category
 - copies of any documents sent to the OSSTF Certification Board or QECO which may entitle a teacher to a change of category
 - proof of the completion date of all course(s) used to change category
- L6.2.2 Effective Dates of Category Adjustments
- L6.2.2.1 Category adjustments will be effective on the first day of classes. Ordinarily all documentation should be completed by December 31st. However, in the event that documentation of the application cannot be completed by December 31st, the teacher concerned shall file a letter of

intent, with the Superintendent responsible for Human Resources, prior to that date, explaining the reasons for the delay in completing documentation. If the reasons stated are deemed valid by the Board, and if the documentation is received and approved by the Board, the teacher's application and its retroactivity will be protected until the final deadline date of May 31st.

L6.2.2.2 Category adjustments resulting from academic or other credits gained since the first day of classes, but prior to January 31 of the school year will result in adjustments retroactive to the first day of the second semester of the current school year. Documentation will be completed within four months of the date of qualification (proof is required of the date the course was completed). In the event that documentation of the application cannot be completed within the four months, the teacher concerned shall file a letter of intent, with the Superintendent responsible for Human Resources prior to that date, explaining the reasons for the delay in completing documentation. If the reasons stated are deemed valid by the Board, and if the documentation is received and approved by the Board, the teacher's application and its retroactivity will be protected until the final deadline date of June 15th.

L6.2.2.3 Category change based upon the successful completion of a Trade Test during the school year will be accepted if otherwise documented.

L6.2.3 The salary of any teacher coming under this agreement shall not be adversely affected by the agreement, subject to the teacher concerned taking all the necessary steps to obtain qualifications. Any teacher who is ahead of schedule according to qualifications and experience will remain at that figure until such time as qualifications and experience merit further increments. However, if a teacher ceases to hold a specific position for which a responsibility allowance is paid, then the teacher will not be entitled to the responsibility allowance, and the salary adjusted accordingly.

L6.2.4 The Board shall provide the TBU President with reports (electronic where possible) which provide the following information prior to December 1st, where possible, of each school year:

- the names and category classification of all secondary teachers employed by the Board;
- the names, experience to one decimal place and status as active, LTO (long term occasional), on paid leave, or on unpaid leave; and
- a scattergram showing all members teaching (including those on paid leave and long term occasional contracts but not those on unpaid leave), their grid placement by category and years to one decimal place.

L6.3 Placement on Salary Schedule

L6.3.1 Part-time Teaching

Effective February 1, 2003, teaching experience will be calculated as follows:

- contractual experience to three (3) decimal places;
- total number of long term and short term occasional days divided by 185 to three (3) decimal places;
- total of above teaching experience rounded to one (1) decimal place;

L6.3.1.2 When accumulated experience equals or exceeds 0.5, placement on the Salary Schedule shall be at the next year of experience the following September or date of commencement of service if subsequent to September 1st.

- L6.3.1.3 For teachers employed by the Board on November 23, 2000, when accumulated experience is less than 0.5, placement on the Salary Schedule shall be at the grid position for the full number of years of experience plus the decimal equivalent times the grid interval.
- For teachers hired subsequent to November 23, 2000, when accumulated experience is less than 0.5, placement on the Salary Schedule shall be at the grid position for the full number of years of experience.
- L6.3.1.4 For a part-time teacher, salary, sick leave credits and any other entitlements that are not specified in other provisions of this agreement shall be prorated in the ratio that the teacher's assignment bears to a full-time teacher teaching six (6) credit classes or equivalent.
- L6.3.1.5 Occasional teaching or experience gained at Summer School or Night School shall not count as experience for the salary schedule, unless a teacher is assigned Night or Summer School as part of the contractual obligation.
- L6.3.2 Teaching Experience in Other Jurisdictions
- L6.3.2.1 Each year of elementary or secondary school teaching experience in the schools of Ontario will count as a full year's experience on the Salary Grid.
- L6.3.2.2 Each year of elementary or secondary school teaching in schools outside of Ontario, will count as a full year's experience on the Salary Grid.
- When the teacher held certification which in the opinion of the Board was deemed acceptable for a letter of standing in the province of Ontario, the teaching experience will count as a full year's experience on the Salary Grid. The Board will be guided by the regulations established by the Ontario College of Teachers.
- L6.3.2.3 Effective September 1st, 2005, each half year of full time teaching in a college, university or as an Adult Day School or Continuing Education Teacher with the Lakehead District School Board will count as a half year experience on the salary grid. It shall be the sole responsibility of the teacher to provide satisfactory proof to the Board, in writing.
- L6.3.2.4 Each year of full time teaching outside of Ontario in an elementary or secondary school when the teacher did not have qualifications acceptable for Letter of Standing will have an allowance of \$300.00 per year.
- L6.3.3 Trade and Business
- L6.3.3.1 A salary adjustment will be granted effective the date of certification with the Ontario College of Teachers for related trade or business experience gained prior to the effective date of permanent hire. For purposes of placement on the grid, related trade or business experience will be credited as the equivalent of teaching experience in the amount of one grid step for each full year (12 months) of such full time related experience.
- L6.3.3.2 Related experience for calculation purposes means the year(s) beyond the number required to enter an Ontario Faculty of Education.

- L6.3.3.3 At the time of permanent hire, the Board shall inform the teacher in writing of the guidelines required to support the grid placement for previous trade or business experience and of the requirement to submit such documentation within five (5) months of the effective date of permanent hire. Once the proper documentation has been submitted, salary adjustment shall be made retroactive to the effective date of permanent hire or certification with the Ontario College of Teachers if the teacher was uncertified on the effective date of permanent hire.
- L6.4 The Board agrees to pay teachers in accordance with the Salary Schedule.
- L6.5 Where a teaching position or a position of responsibility other than principal or vice-principal becomes available within the secondary school system, it shall be posted in all secondary schools within the system for a period of five (5) school days, in order that qualified teachers within the system have the opportunity to submit applications for the position. Article L12 takes precedence over this clause.
- L6.5.1 Position postings must state qualifications needed and include the effective date of qualification.
- L6.6 Part-time Teachers
- L6.6.1 The salary, post graduate degree allowances, and benefits of part-time teachers are prorated.
- L6.6.2 The prorating of dental, extended health and vision care benefits for spouses (including common-law and same sex partners) who are employed part time under this collective agreement will be calculated based on the combined FTE status of the two teachers up to a maximum of 100%.
- L6.6.3 A part-time teacher who has timetabled duties assigned in one or two periods in a semestered school, or up to three periods in a non-semestered school, shall where possible have those periods and any other assigned duties timetabled consecutively either in the morning or in the afternoon. The Principal shall make reasonable efforts to schedule the A.M. or P.M. preference of the part-time teacher. In no case shall there be more than one and one-half hours of unassigned time in a day within the block of assigned time unless there is written agreement amongst the teacher, the Bargaining Unit President and the Superintendent responsible for Human Resources.

ARTICLE L7 - SALARY AND ALLOWANCES (Secondary Only)

L7.1 Salary Grids-Secondary Teachers

L7.1.1 September 1, 2019 to August 31, 2020

Year	Cat. I	Cat. II	Cat. III	Cat. IV
0	49486	51925	55869	60464
1	52457	55080	59306	64174
2	55427	58236	62746	67884
3	58398	61392	66178	71600
4	61371	64548	69611	75313
5	64343	67699	73049	79023
6	67318	70856	76480	82739
7	70284	74010	79917	86444
8	73256	77165	83353	90159
9	76234	80315	86790	93873
10	79202	83470	90222	97584
11			93658	101298

L7.1.2 September 1, 2020 to August 31, 2021

Year	Cat. I	Cat. II	Cat. III	Cat. IV
0	49981	52444	56428	61069
1	52982	55631	59899	64816
2	55981	58818	63373	68563
3	58982	62006	66840	72316
4	61985	65193	70307	76066
5	64986	68376	73779	79813
6	67991	71565	77245	83566
7	70987	74750	80716	87308
8	73989	77937	84187	91061
9	76996	81118	87658	94812
10	79994	84305	91124	98560
11			94595	102311

L7.1.3 September 1, 2021 to August 31, 2022

Year	Cat. I	Cat. II	Cat. III	Cat. IV
0	50481	52968	56992	61680
1	53512	56187	60498	65464
2	56541	59406	64007	69249
3	59572	62626	67508	73039
4	62605	65845	71010	76827
5	65636	69060	74517	80611
6	68671	72281	78017	84402
7	71697	75498	81523	88181
8	74729	78716	85029	91972
9	77766	81929	88535	95760
10	80794	85148	92035	99546
11			95541	103334

L7.2 Each teacher shall be paid an annual salary dependent on the teacher's placement on the salary grid subject to the provisions of Articles L6 and L7 of this agreement.

L7.3 The basic salary paid, including the allowances for experience, shall not exceed the maximum salaries set out in the grid above.

L7.4 Responsibility and Other Allowances

In addition to the salary according to Article L7.1.1, the following allowances per annum shall be paid:

L7.4.1 Chair Allowances

L7.4.1.1 Each chair shall be paid an additional responsibility allowance equivalent to 6.7% of Category IV maximum per annum.

L7.4.1.2 A chair must have specialist certification in at least one subject area in the organizational unit.

L7.4.2 Coordinator of Co-Curricular Inter-School Athletic Activities Allowance

L7.4.2.1 Each principal shall annually appoint, from its existing staff, a co-curricular coordinator who shall be paid an additional responsibility allowance equivalent to 4.5% of Cat IV Max per annum.

L7.4.2.2 In the event that the position of Co-Curricular Coordinator is not filled, the dollars allocated to the position will be assigned to the school budget.

L7.4.3 Program Managers Allowance

When program needs warrant, the Principal may recommend to the appropriate area superintendent, the establishment of a Program Manager. Program managers, shall be appointed

by the Board for a term as are chairs, and shall be paid an additional responsibility allowance equivalent to 4.5% of Cat IV Max per annum.

L7.4.4 Allowance for Post Graduate Degrees

L7.4.4.1 Degree at the Doctor's level (not an honorary degree)

- September 1, 2019 \$ 1042
- September 1, 2020 \$ 1053
- September 1, 2021 \$ 1063

L7.4.4.2 Master of Arts and/or Science, Master of Education

- September 1, 2019 \$ 913
- September 1, 2020 \$ 922
- September 1, 2021 \$ 931

L7.4.4.3 Bachelor of Education (taken apart from regular teaching training program)

- September 1, 2019 \$ 130
- September 1, 2020 \$ 132
- September 1, 2021 \$ 133

L7.4.5 Allowance for Post Graduate Degree will not be granted for salary purposes if the course, or courses, which have been taken towards this extra degree, is used by the Certification Department in establishing a teachers' grouping. Before teachers are granted allowance for extra degrees, they must present a "Certification Rating Statement with Seal" to the Board through the Superintendent responsible for Human Resources.

L7.4.6 In order to qualify for the adjustment of the allowance for the Post Graduate Degree by September 1st, all work must be completed by that date and the person fully qualified for that degree. Similarly, if a teacher were to qualify for the adjustment of the allowance for a Post Graduate Degree on the second qualifying date of the first day of second semester, all requirements must be completed by that date. There would be retroactive pay under the terms of this clause. All documentation should be completed by December 31st for retroactive pay to September 1st, and by May 31st for retroactive pay to the first day of second semester.

L7.4.7 Allowance will be for one Post Graduate Degree only.

L7.5 Cost of Living Allowance (COLA) (In-operative)

L7.5.1 The following COLA clause shall be effective August 31, 1995 and shall apply to all salary and allowances as defined in this Collective Agreement.

L7.5.2 The Consumer Price Index (Thunder Bay 1981 = 100) for the period June 1, 1993 to June 1, 1995 shall be the basis of calculation for this COLA clause.

L7.5.3 Effective August 31, 1995, if the percentage change in the CPI June 1993 to June 1995 reaches four percent (4%) a one for one increase, for the increase beyond four percent (4%), will be applied to the September 1, 1995 annual salaries of all teachers. The maximum adjustment shall be two percent (2%).

$$\text{Percent Increase} = \frac{CPI(\text{June } 95) - CPI(\text{June } 93) * 100}{CPI(\text{June } 93)}$$

L7.5.4 In the event that Thunder Bay C.P.I. ceases to be published, all references will be changed to the Ontario Consumer Price Index.

L7.6 Adjustment to Schedule

Upon the effective dates as set forth herein, the Board undertakes to adjust salaries and responsibility allowances in accordance with the above schedules.

L7.7 Method of Payment of Salaries

L7.7.1 Payments will be made in accordance with the schedule in L7.8, to be deposited in the Bank of the Teacher's choice. The Board reserves the right to make payment of extra earnings by cheque.

L7.7.2 A new teacher hired will be paid upon the next pay date after the date of hire as indicated in L7.8.

L7.7.3 The calculation of the daily rate is as follows:

$$\text{Daily Rate} = \frac{\text{grid salary} + \text{allowance}}{\text{number of school days in the school year as defined by the board}}$$

L7.7.4 Where a teacher is employed for less than a school year, the annual salary shall be the number of teaching days assigned times the daily rate as defined in L7.7.3.

L7.7.5 Where a teacher is employed less than full time, the teacher shall be paid in accordance with L7.8 prorated to the teaching assignment in each semester.

L7.7.5.1 Part-time teachers teaching in both semesters on timetables with more than twice the workload in one semester than the other shall have benefits deducted equitably over the year.

L7.7.5.2 Teachers assigned in only one semester will have benefits deducted equitably and fully on scheduled pay dates.

L7.8 Bi-Weekly Payroll

Teachers who work the full school year will be paid a percentage of their annual salary according to the following pay date schedule:

L7.8.1 The first pay in September and the seventh pay will be 7.79% of annual salary.

L7.8.2 The last pay in semester one will be at a percentage so that the total pay received in the semester totals 50% of the annual salary.

L7.8.3 All other pays will be at 3.33% of annual salary except the last pay in August which will be at a percentage so that the total pay received in the year totals 100%.

- L7.9 Notwithstanding any other provisions in this agreement, employees retiring from the Board will be paid out all salary owing in the final pay cheque for the final month worked.
- L7.10 This clause is for secondary teachers only.
- For the purpose of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per day or prorated based on an eight-hour day according to FTE.
- L7.11 Mileage
- L7.11.1 No teacher shall be required or requested to transport students.

ARTICLE L8 - BENEFITS, SICK LEAVE, ERIIP

- L8.1 The Benefit plans referred to in this Article are as more particularly described in Appendix A attached to this agreement.
- L8.1.1 The following sections of Article 8 apply to A&CE Teachers and Secondary Teachers: L8.1, L8.2, L8.4, L8.5, L8.6, L8.7, L8.10, L8.11 and L8.14. Sections L8.2.1 and L8.2.2 apply to A&CE Teachers only. All other provisions under Article L8 apply to Secondary Teachers only.
- L8.2 The Board agrees to pay on behalf of the secondary teachers and the A&CE Teachers (employed in permanent or term positions and teachers employed in A&CE long-term occasional positions for longer than 12 consecutive months):
- 100% of the monthly premiums of the Extended Health Care Plan. This plan will include a Hearing Benefit Plan of \$500/5 years.
 - For Secondary Teachers only: 50% of the monthly premiums of the Basic Group Life Insurance Plan at two times maximum category 4 or annual salary, whichever is greater.
 - For A&CE Teachers only: 100% of the premium for group insurance coverage up to two times the A&CE Teacher's annual salary.
 - 50% of the monthly premiums of the Long Term Disability Plan.
 - The LTD payments to teachers will be calculated in a manner which will result in benefits being paid based on the number of teaching days in a school year (i.e. no payment in July and August: July and August will continue to be counted as part of the elimination period).
 - 90% of the monthly premiums of the Dental Plan.
 - 100% of the monthly premiums of the Board's Vision Care Plan as part of the Extended Health Care Plan. \$350/24 months.

Effective September 1, 2009 the following changes will be as follows:

- Increase Vision Care to \$450 every 12 months for a person under 18 and 24 months for any other person
- Chiropractor - remove from grouping and set maximum at \$400 per year
- Massage Therapy – remove from grouping and set a maximum \$400 per year
- Hearing aid coverage increased from \$500 to \$3000 every five years
- Out of Country Insurance: Emergency only, coverage at 100%, 60 day limit, \$1,000,000 lifetime maximum, pooling at first dollar

- L8.2.1 A&CE Teachers shall pay their portion of premiums during the summer lay-off months. Benefit premium payment is pro-rated for A&CE Teachers working less than 28.25 regular hours per week. Participation in all Benefit Plans is mandatory, except as outlined in L8.2.2 below.
- L8.2.2 Part time A&CE Teachers employed for less than 28.25 hours shall have the option of not participating in Board benefit plans. A&CE Teachers who opt out shall receive five (\$5) dollars/working day in lieu of benefits.
- L8.3 The Board agrees to administer the Sun Life Optional Life Insurance Plan that permits the insuring of the teacher, the teacher's spouse and the teacher's children. (See Part B Appendix A)
- L8.4 No change in the specifications of the plans in L8.2 can be made except through negotiations of the Board and the Teachers, and changes of carrier may only be made by mutual consent. The TBU Executive will be notified when changes in premiums occur. Similar notification will be made when rebates are announced.
- L8.5 Participation in all fringe benefit plans shall be compulsory for all teachers currently enrolled in the plans and for all teachers joining the Board after September 1st, 1979. A teacher having submitted a letter of resignation contingent upon receiving a pension will be allowed to opt out of LTD premium payments up to six (6) months prior to retirement.
- L8.6 Absence due to Personal Illness or Injury
- L8.6.1 Teachers' absences shall be covered by Occasional Teachers at the Principal's discretion.
- L8.6.2 Verification of Absence Due to Illness or Injury
- The Board reserves the right to request certification of an absence due to illness or injury. Where a teacher is requested by the Board to provide a medical certificate, or participate in an independent medical examination (IME) in a timely fashion, (selection of medical practitioner based on mutual agreement or by any medical specialist) or provide other documentation prepared by a physician, practitioner, hospital or health facility, the Board will pay any associated costs with the specific request. The Teacher shall receive a copy of the IME.

Note: Further information regarding sick leave can be found in Part A (C9) of this collective agreement.

- L8.7 Absence Charged to Workplace Safety and Insurance Board
- Where a teacher is absent by reason of incapacity on account of an accident or other condition occurring while on duty and an award is made by the Workplace Safety and Insurance Board:
- L8.7.1 The teacher shall be entitled to receive payment under the Plan of the difference between the teacher's salary and the amount of such award.
- L8.7.1.1 This top-up amount shall be paid for a maximum of four years and six months.

- L8.7.1.2 The top-up amount shall be paid at a rate determined in accordance with the following:
- Calculate the daily basic salary of the injured teacher and the daily award of the Workplace Safety and Insurance Board;
 - Express the difference between the full daily basic salary and the Workplace Safety and Insurance Board's daily award as a percentage (to 2 decimal points) of the full daily basic salary;
- L8.7.1.3 If, as a result of an accident, a teacher received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the teacher's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the teacher received benefits under that Act as a result of that accident.
- L8.7.2 There shall be no deduction from Sick Leave for payment made by the Workplace Safety and Insurance Board.
- L8.7.3 No teacher can receive more than 100% of annual income from the WSIB award.
- L8.8 Service Gratuity

Note: Further information regarding service gratuities can be found in Part A (Appendix A) and Part A (LOA #6 Status Quo Items- retained for Historical Reference Only) of this collective agreement.

- L8.8.1 Retirement Gratuities were frozen as of August 31, 2012. A teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the teacher had accumulated and was eligible to receive as of that day.
- L8.8.2 "Retirement" shall mean the act of ceasing to be employed by the Board effective at any time up to one year prior to being eligible for a pension from the Teachers' Pension Plan.
- L8.8.3 Upon retirement, each teacher, as defined in Article L1.6 shall be granted a gratuity for a period equal to the unexpended portion of accrued sick leave credits in accordance with the following formula. In no case shall the years of service exceed 25 years, and the days credit exceed 200.

Formula:
$$\frac{NY \times 50 \times S \times DR}{25 \times 100 \times 200}$$

Definitions of symbols used in the formula:

NY All years served, prior to January 1, 1969, in the employ of any of the constituent boards that formed The Lakehead School Division at time of amalgamation, and all years served with The Lakehead Board of Education after January 1, 1969, as well as all years served in the Armed Forces of Canada or Her allies, providing that the teacher was in the employ of a constituent Board at time of enlisting in the Armed Forces, and who, upon discharge from the Armed Service, resumed a position with the same Board or another constituent Board within The Lakehead School Division. Years served are pro-rated according to time worked.

S Teacher's salary at time of retirement. For staff who worked less than full-time, salary is pro-rated according to contractual status. If a teacher is on leave under the terms of the Deferred

Salary Leave, in the year prior to retirement, S is defined as monies deferred plus interest accrued. In no case shall S be greater than the salary the teacher would have received had the teacher not been enrolled in the plan.

DR Days credit to a maximum of 200 days in the Sick Leave Reserve at time of retirement.

- L8.8.4 For staff receiving benefits under the terms of the Long Term Disability Plan, at the time of retirement, the formula specified in L8.8.3 above will be interpreted as follows:

NY will include years on LTD

S salary paid by the Board at time of retirement plus LTD benefits at time of retirement OR the salary used to calculate the LTD benefit whichever is greater.

DR will include the unused portion of the annual allotment for sick leave while receiving LTD benefits.

- L8.8.5 The service gratuity to be paid by the Board shall be at the option of the teacher. Each teacher or the executor of the teacher's estate shall be required by the Board to submit in writing a statement indicating which of the following options of payment has been selected.

OPTION 1

One (1) lump sum payment 30 days after leaving the employ of the Board or the first January 1st occurring after leaving the employment of the Board.

OPTION 2

Two (2) equal payments

Payment 1 - as in option 1

Payment 2 - 12 months after payment 1

OPTION 3

Three (3) equal payments

Payments 1 and 2 as in option 2

Payment 3 - 12 months after payment 2

OPTION 4

Any other arrangement suitable to both the teacher and the Board.

- L8.8.6 In the event of the death of a teacher, any gratuity accrued but unpaid, shall be paid to the estate of the deceased teacher.

- L8.8.7 For the purposes of calculating a service gratuity, any teacher who becomes sick or disabled in the last five (5) years of employment with the Board prior to retirement as defined in L8.8.2, will have accumulated sick leave reinstated by the addition of the sick leave credits used up to a maximum of up to 120 days in any one occasion.

L8.9 WSIB/LTD Absences

A teacher who is absent from work in a full contractual position and is claiming WSIB or LTD benefits shall retain a position in the school until the principal organizes the school during the second placement process subsequent to the initial date of absence. Under special circumstances, a teacher may apply to the appropriate superintendent to extend the right to retain a position on the staff of the school to which the teacher was assigned to prior to the absence. The superintendent shall make a decision after consultation with the school principal and the Bargaining Unit President. The superintendent's decision is final and not grievable.

L8.10 Accommodation and Modified Work Plans

The Board and the Federation recognize the benefit of enabling a disabled teacher to return to suitable work as early as the teacher is willing and able.

For the purposes of this Article, "disabled teacher" is defined as a teacher who is unable to perform the full work requirements of the regular position.

Accordingly, the Board and Federation have developed this "Modified Work Plan" protocol to facilitate the return to work of the teacher by making reasonable accommodations that fairly balance the needs and the requirements of the disabled teacher, the Federation members and the Board.

For each disabled teacher who is able to perform work, the Board in consultation with the Federation and the teacher shall cooperatively develop a "Modified Work Plan". The Plan will consider the employment needs and abilities of the disabled teacher, the workplace needs of the system and the interests of the Federation. A Work Plan shall establish an implementation date and a termination date.

The underlying principle behind each Modified Work Plan is to create a suitable position by modifying the teacher's regular position through the smallest possible changes to both the teacher's position and/or to other positions. With due regard to seniority, a reserved vacancy may also be considered to facilitate the teacher's return to full teaching status.

Any position modified, reserved and/or created under this provision shall be treated as non-permanent and no teacher shall have the rate of pay reduced or the fundamental quality of the normal position permanently eroded. For the purpose of administering other provisions of the collective agreement, any position that is modified under this provision shall be treated in the same manner as if it were a regular position.

The teacher has the right to Federation representation at all formal meetings where a return to work/accommodation program is being discussed. The Board shall notify the teacher of this right.

It is understood that the Federation reserves its right of access to the grievance procedure up to and including arbitration should the Federation disagree with Board's application of these Modified Work Plan provisions.

L8.11 The TBU president shall be notified by the Board within seven (7) calendar days of the employer being notified of any changes in employment status of any member. The TBU president shall also be informed of any LTD applications, LTD acceptances, LTD terminations, entry to a modified work

program, exit from a modified work program and any use of sick leave credits beyond eighty (80) days on any one occasion.

L8.12 Early Retirement Incentive Plan

L8.12.1 Purpose

The aims of the Early Retirement Incentive Plan are to enable secondary teachers to:

- retire earlier than might otherwise be possible;
- provide the Board an opportunity to revitalize staff;
- relieve redundancy pressures by generating vacancies which can be filled by surplus teachers;
- help adjust the age distribution of teachers within the system by facilitating the retention of younger teachers without infringing the seniority rights of more established teachers in the system; and
- provide teachers an opportunity to reduce their workload prior to retirement.

L8.12.2 The Early Retirement Incentive Plan will provide the teacher an opportunity to reduce the teacher's workload prior to retirement allowing the individual to take a Board approved unpaid leave and to allow early access to service gratuity funds to supplement income while enrolled in the ERIP plan.

L8.13 Reduced Workload through Board Approved Leave with Service Gratuity Payments and Pension Credits Purchase

L8.13.1 Criteria for Participation:

- The teacher must not be in receipt of an OTPP pension while enrolled in this Plan.
- The teacher must accept an OTPP pension at the end of the teacher's participation in this Plan.
- A suitable replacement for the teacher must be available.
- The teacher participating in the Plan shall not hold a position of added responsibility.
- The teacher may return to service at the teacher's pre-Plan contractual status with the Board for the last semester of enrolment in this Plan if required by the Teacher's Pension Plan Board to purchase pension credits for the Board approved leaves allowed in this plan. Part-time teachers shall not increase their contractual status for the teacher's last semester of employment.
- The teacher may participate for up to three years in the Plan.
- The teacher may enroll in the Plan up to three years prior to qualifying for an unreduced pension from the OTPP.
- The teacher must retire from the Board at the end of enrolment in the Plan and submit a letter of retirement to the Board.
- Enrolment in the plan is conditional upon approval of the Board.

L8.13.2 Features of the Plan:

L8.13.2.1 For each school year of enrolment in the Plan, the teacher will be granted an unpaid, Board approved leave of absence for part of the teacher's regular assignment.

L8.13.2.2 The teacher shall pay the full cost of benefits, including contributions to the Teachers' Pension Plan Board, while the teacher is on leave under this Plan.

- L8.13.2.3 The Board agrees to prepay the teacher's service gratuity calculated at the time the teacher commences participation in the Plan.
- L8.13.2.4 The Board shall pay the teacher's salary and the partial service gratuity payments over the school year in accordance with L7.8. At the conclusion of the teacher's participation in ERIP Plan, the teacher will have received 100% of the gratuity as determined in article L8.8.
- L8.13.2.5 A participating teacher and the Board shall jointly sign a contract.
- L8.13.2.6 Any tax implications arising from enrolment in the Plan shall be the responsibility of the teacher.
- L8.13.2.7 Six months prior to reaching the retirement date specified in L8.13.1, the teacher shall be excluded from the LTD Benefit. In exceptional circumstances this may be waived.
- L8.13.2.8 Upon written application to the Superintendent responsible for Human Resources, consideration to participate in the Plan may be given to a teacher who might not be able to qualify under L8.13.1.
- L8.14 Attendance Support
 - L8.14.1 No policy or rules addressing attendance support programs applied to members of the bargaining unit shall be changed without the Board first providing an opportunity to the Federation to comment upon such changes.
 - L8.14.2 In the event that the Board wishes to meet with a teacher for the purposes of discussing the teacher's attendance, the employer shall send the request in writing including reasons for the meeting to the teacher.
 - L8.14.2.1 Notification of teachers who have reached the threshold to be included in the attendance support program will be sent to the Bargaining Unit President.
 - L8.14.2.2 A teacher shall have the right to OSSTF representation at any meeting which is part of an attendance support system or any meeting where the teacher's attendance history is to be discussed.
 - L8.14.2.3 In the event that the Board wishes to meet with a teacher for the purposes of discussing the teacher's attendance as part of the formal Attendance Support Program, the Board shall provide the teacher with not less than one day's advance notice of the meeting. The meeting may take place with less than one day's notice upon mutual agreement of the teacher and the Board.
 - L8.14.3 The Board shall ensure that all medical records and information are stored in a secure location and in a completely confidential manner.

**ARTICLE L9 - LEAVES OF ABSENCE (Secondary and A&CE Teachers,
Except: Secondary Only: L9.6.6, L9.7, L9.8.5.7, L9.8.5.14.1 and L9.8.5.14.2)**

- L9.1 Leave of Absence, without loss of salary and without loss of sick leave credits, shall be granted to teachers by the Board, on application to the Principal for the following reasons.

L9.1.1 Leave on Compassionate Grounds

L9.1.1.1 Illness - Immediate family

This covers an absence from duty of a teacher due to severe illness in the teacher's immediate family of up to, but not exceeding five (5) school days on any one occasion. When used herein, immediate family shall include only father, mother, spouse, son, daughter, legal guardian, sister, brother, father-in-law, mother-in-law.

L9.1.1.2 Bereavement - Immediate family

This covers an absence from duty of a teacher due to bereavement in the teacher's immediate family up to, but not exceeding five (5) school days on any one occasion. When used herein, immediate family shall include father, mother, step-father, step-mother, sister, brother, spouse, son, step-son, son-in-law, daughter, step-daughter, daughter-in-law, father-in-law, mother-in-law, grandparents, spouse's grandparents, grandchildren, legal guardian, sister-in-law, brother-in-law. The first day is to be taken within forty eight (48) hours of the day of the bereavement. The five days do not have to be taken consecutively where a memorial service is scheduled at a later date.

L9.1.1.3 Paternity

This covers absence from duty of a teacher during a school year of up to, but not exceeding five (5) school days for the birth of a child of a spouse.

L9.1.1.4 Adoption

This covers absence from duty for a teacher for up to five (5) school days at the time of adoption of a child. Only one adopting parent may claim this benefit if both parents are employed by the Board.

L9.1.2 Absence for Jury Duty and Witness

A teacher shall be absent from duty when called for jury or witness duty, and shall receive as pay the difference between the teacher's normal daily rate and any monies received for the above-named duty, exclusive of travelling allowances and living expenses. This leave is not for personal court cases.

L9.1.3 Absence for Professional Development or In-service

All teacher absences from school for Professional Development or In-service Activities require the Principal's approval. This approval will be granted based on Board curriculum initiatives, Ministry initiatives and/or school identified needs.

L9.1.4 A teacher shall be granted a leave of absence with pay and without loss of sick leave credits as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon their duties.

L9.2 Leaves of absence, without loss of salary and without loss of sick leave credits, may be granted to teachers by the Board, on written application to the Superintendent responsible for Human Resources for the following reasons:

L9.2.1 Attendance at a Family Funeral

This covers an absence from duty of a teacher for up to one (1) school day for attendance at the funeral of a member of the teacher's family not listed in L9.1.1.2, or a close friend, with permission of the Superintendent responsible for Human Resources.

L9.2.2 Leave to Write Examinations

Max. - Period of Exam + Travel

This covers an absence from duty of a teacher to permit the writing of examinations or trade tests leading to the advancement of the teacher's academic or professional qualifications. An absence under this clause shall be for the period of the examination only, plus any required travel time to the place of the examination.

L9.2.3 Absence to take Courses

Subject to Board authorization, a teacher may be granted a Leave of Absence to attend a course approved by the Ministry of Education and/or the Board for improving professional status.

L9.2.4 Leave to attend Conventions and Conferences

A teacher may be absent from duty to attend a convention or conference only when officially designated as a delegate by the Board.

L9.2.5 Absence on Board Business

A teacher may be absent from duty on Board business when directed to do so.

L9.2.6 Absence as a Member of Ministry Committee

A teacher may be absent from duty when required to attend sittings of a Government Ministry Committee, provided that the Board endorses the teacher's appointment to the respective Committee.

L9.2.7 Absence for Federation Business

The Teachers' Bargaining Unit President and/or Chief Negotiator shall be granted a leave in order to conduct Federation Business. The Federation will be invoiced for the cost of replacement which will be based upon the annual salary at minimum category 1, pro-rated according to release time. The Federation President and/or the Chief Negotiator may be granted a leave of absence from a position of added responsibility for the term of office at no cost to the Board.

L9.2.7.1 Teachers may be granted leave of absence to participate in Federation business, subject to the Federation reimbursing the Board the replacement cost of this absence.

L9.2.7.2 A teacher elected to a position with Provincial OSSTF or to a teachers' federation or union organization with which OSSTF is affiliated shall be granted leave of absence without pay on a year-by-year basis for the total duration of office held, provided the teacher notifies the Board each school year of the need for the leave.

- L9.2.7.3 A teacher appointed to a position with Provincial OSSTF or to a teachers' federation or union organization with which OSSTF is affiliated shall be granted leave of absence without pay for any period for time during which the teacher holds the position on a non-permanent basis. Leave shall be granted on a year-by-year basis, provided the teacher notifies the Board each school year of the need for leave.
- L9.2.7.4 Employees on Provincial OSSTF leave shall be entitled to full seniority but shall not receive credit for sick leave or experience.
- L9.2.8 Absence for Other Reasons
- A teacher may be absent from duty for a reason not set out in this section, but which may be a valid one, but only when such a Leave is granted by the Board. "In some circumstances the Board may grant the leave at no cost to the Board."
- L9.3 Personal Days
- At the discretion of the Board, a teacher may be absent from duty for a total of two (2) days during each year of this agreement, and at no cost to the Board. Such leave will not be denied to teachers provided that there are expected to be enough available occasional teachers to cover for absent teachers, and subject to reasonable system and school requirements. Requests for leaves shall be granted to teachers on a first-come first-served basis.
- L9.4 Leave of Absence with Loss of Salary
- Leave of Absence with loss of salary may be granted to teachers, on written application to the Superintendent responsible for Human Resources, for the following reasons:
- Attendance at a family graduation, family wedding, and family anniversary;
 - Attendance at a convention or conference as a non-Board delegate;
 - Personal or family business not specifically set out above.
- L9.4.1 Leave of Absence for the purpose of Parental/ Adoption Leave shall be in accordance with the Employment Standards Act. (See Part B Appendix B)
- L9.4.2 Pregnancy Leave shall be provided in accordance with the provisions of the Employment Standards Act.
- a) The Employer shall provide for permanent and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of their child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If a teacher begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of their child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- m) The Board will provide a weekly benefit for the one-week Employment Insurance waiting period at a weekly rate equal to 100% of the teacher's normal weekly earnings.
- n) The Board will then pay seven (7) weeks of top-up from the teacher's EI rate to 100% of the teacher's normal weekly earnings.
- o) After the seven (7) weeks of top-up, the Board will pay the equivalent of one (1) week of the teacher's EI amount split up over the following two weeks to ensure that the teacher does not earn over 100% of their normal weekly earnings in any given week.
- p) It is understood that the total amount paid by the Board shall not exceed what the teacher would have earned at two (2) weeks of 100% pay and six (6) weeks of top-up from their EI rate to 100% of their regular pay.

- q) Should there be further changes to the EI waiting period, the Board and the Federation agree to meet to discuss changes that will result in a cost neutral approach to administering the SEBs where the Board pay out and the amount the teacher receives for the SEB would be the same as they would have paid out or received prior to the EI changes.

L9.4.3 Leave of Absence for teachers serving on Municipal Councils and other Elected Local Boards.

A teacher who serves in an elected capacity may be allowed Leave of Absence from school duties on rare occasions.

L9.4.4 Family Medical Leave

Family Medical Leave means a leave taken for the purpose of caring for, or supporting a family member who is gravely ill with a significant risk of death within 26 weeks. Such leave shall be in accordance with the Employment Standards Act. The leave may be taken for up to a maximum of 8 weeks.

Note: Further information about Family Medical Leave can be found in Part A (C8.1) of this collective agreement.

- L9.4.5** Absence for a prolonged period and not otherwise covered under this section, or the Deferred Salary or Sick Leave Plans and Clause L12.6, may be granted by the Board, in which case the teacher's seniority and sick leave credits will be protected.

- L9.4.6** A Teacher may be absent from duty for a reason not set out in this section but only when such leave is granted by the Board.

L9.5 Leave of Absence with Recognized Agencies

In recognition of Canada's territorial and international commitments, the Board shall grant, at their discretion, Leaves of Absence to teachers accepted by agencies deemed acceptable to the Board.

L9.6 Procedure for Obtaining Leave

- L9.6.1** Applications for a Leave of Absence shall be made to the Principal or Superintendent responsible for Human Resources as specified in the preceding clauses of Article L9.

- L9.6.2** Where permission of the Superintendent responsible for Human Resources is required, the request should be discussed with the Principal, so that a temporary replacement, if required, can be made.

- L9.6.3** Applications to the Superintendent responsible for Human Resources shall be made, in writing, stating the period and the circumstances. When a secondary teacher wishes to be on leave for all of semester one, the request must be made in writing by March 1st of the current calendar year. When a secondary teacher wishes to be on leave for all of semester two, the request must be made in writing by November 30th of the current school year.

- L9.6.4** All salary deductions resulting from the granting of a Leave under Clause L9.4 will be made on the teacher's cheque as soon as possible following the Leave.

- L9.6.5 Teachers on leave will be offered the opportunity to indicate their intention to return to duty the following year on the first school day of that year next following.
- Once a teacher has indicated the intention to return, a request for an extension will be considered a new leave.
- This statement will be signed by teachers granted Leave of Absence for an extended period under L9.4, L9.5 or L9.7.
- Having been granted a Leave of Absence by the Lakehead District School Board, I agree to inform the Board by November 30th that I shall be returning to duty on the first school day of the second semester and by March 1st that I shall be returning to duty on the first school day of that year. If I do not do so, I release the Board from any obligation to hold a position for me and this shall constitute a letter of resignation. The Board shall provide a copy of such statement to the TBU President.*
- L9.6.6 Secondary teachers should refer to Article L12 for implications regarding seniority.
- L9.7 Leave from Position of Responsibility for One Semester
- The following Article applies to secondary teachers holding positions of responsibility.
- Teachers requesting leaves for one semester will be required to take a leave from their position of responsibility for the school year. At the request of the teacher, the teacher and the Board may mutually agree to restrict the leave from the position of responsibility to the semester of the leave.
- L9.8 DEFERRED SALARY LEAVE PLAN
- L9.8.1 Description
- The Deferred Salary Leave Plan has been developed to afford teachers the opportunity of taking a one (1) year or a one (1) semester leave of absence, and through deferral of salary, finance the leave.
- L9.8.2 Qualifications
- Any teacher having three (3) years seniority with the Board is eligible to participate in the Plan.
- L9.8.3 Application
- L9.8.3.1 A teacher must make written application to the Superintendent of Education (Human Resources) on or before May 1st, requesting permission to participate in the Plan.
- L9.8.3.2 Written acceptance, or denial, of the teacher's request, with explanation, will be forwarded to the teacher by June 25th in the school year the original request is made.
- L9.8.3.3 Approval of individual requests to participate in the Plan shall rest solely with the Board. Salary deferral will commence on the first pay of the next school year.
- L9.8.4 Payment Formula and Leave of Absence

- L9.8.4.1 The payment of salary, fringe benefits, and the timing of the one year leave of absence shall be as follows:
- L9.8.4.1.1 In each year of the Plan, preceding the year of the leave, a reduced percentage of annual salary will be paid to the teacher.
- The remaining percentage, which cannot exceed 33⅓% of the annual salary will be deferred and shall be retained for the teacher by the Board to finance the year of leave.
- L9.8.4.1.2 The calculation of interest under terms of this Plan shall be done each pay period (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each on the pay date of the preceding pay period preceding month for a true savings account, a 1-year term deposit, a 3-year term deposit and a 5-year term deposit. The rates for each of the accounts identified will be those quoted by the Bank with which the Board deals.
- Interest shall be calculated as above and credited to the teacher's account on the day prior to the pay dates as defined in Article L7.8.
- Example
1. Rates in effect at end of month X

true savings account	9½%
1-year term deposits	10%
3-year term deposits	9¾%
5-year term deposits	<u>9¾%</u>
average	9¾%
 2. Amount of salary plus interest on account in month X = \$1,000
 3. Interest earned $\$1,000 \times 9 \frac{3}{4} \% / 12 = \8.12
- L9.8.4.1.3 Any interest generated as in Clause L9.8.4.1.2 shall be paid to the teacher in the taxation year during which it was accrued.
- L9.8.4.2.1 While a teacher is enrolled in the Plan, and not on leave, any benefits tied to salary level shall be structured according to the salary the teacher would have received had the teacher not been enrolled in the Plan.
- L9.8.4.2.2 A teacher's fringe benefits will be maintained by the Board during the leave of absence; however, the premium costs of all fringe benefits, during the year of the leave, shall be paid by the teacher.
- L9.8.4.3 While on leave, any benefits tied to salary level shall be structured according to the salary the teacher would have received in the year prior to taking the leave had the teacher not been enrolled in the plan.
- L9.8.4.4 While on leave, monies accumulated will be paid in equal bi-weekly payments.
- L9.8.4.5 Although it is not recommended, an individual may withdraw the total monies accumulated in the fund upon the commencement of the teacher's leave. Since this option is not recommended, you

are advised to contact your local Federation Executive prior to selecting a lump sum withdrawal of payment.

L9.8.5 Terms of Reference

L9.8.5.1 The leave of absence period must not be less than six (6) consecutive months.

L9.8.5.2 The leave must commence no later than six (6) years after the date of the first deferral of salary.

L9.8.5.3 A teacher on leave may not receive any remuneration from the Lakehead District School Board during the period of the leave other than the amount of salary deferred plus interest accrued as per Clause L9.8.4.1.2.

L9.8.5.4 A teacher returning from leave must remain in the employ of the Board for a period of time at least equal to the period of time the teacher was on leave.

L9.8.5.5 Should a teacher elect not to take the leave within the six-year period as indicated in Clause L9.8.5.2, the salary plus interest accrued shall be paid to the teacher within sixty (60) days after the expiration of the six-year period in Clause L9.8.5.2.

L9.8.5.6 A teacher may withdraw from the plan any time prior to March 1st of the preceding school year in which the leave is to be taken.

After receiving written notification of the teacher's desire to withdraw from the plan, the Board shall pay to the teacher the salary and interest accrued within sixty (60) days.

L9.8.5.7 Sick leave credits will not accumulate during the year spent on leave, nor will the previous accumulation be reduced.

L9.8.5.8 No one will be granted leave under this plan who has been on educational leave and has not fulfilled all of the requirements of the previous leave.

L9.8.5.9 Pension deductions are to be continued as provided by the current ruling of the Pension Commission.

L9.8.5.10 In the event that a suitable replacement cannot be hired for a teacher who has been granted a leave, the Board may defer the year of the leave. In this instance, a teacher may choose to remain in the plan, or receive repayment as per Clause L9.8.5.6. However, the conditions of Clause L9.8.5.2 and L9.8.4.1.2 would continue to apply.

L9.8.5.11 Should the teacher die while participating in the plan, any monies accumulated, plus interest accrued (see L9.8.4.1.2) at the time of death will be paid to the teacher's estate.

L9.8.5.12 All teachers wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.

L9.8.5.13 Upon returning from leave, a teacher will be assigned the same position (including position of responsibility), or, if due to declining or changing enrolment patterns, said position no longer exists, the teacher will be governed by the appropriate terms of this agreement.

L9.8.5.14.1 Teachers declared redundant in accordance with Article L12.13.6 must withdraw from the plan.

- L9.8.5.14.2 In such case, the teacher shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the plan. Repayment shall be made as per Clause L9.8.5.6.
- L9.8.5.15 Teachers enrolling in the Deferred Salary Leave Plan hereby acknowledge that Canada Revenue Agency will be the final determiner of the income tax payable by the individual before, during and after the deferral period, and that the Lakehead District School Board will not be held liable for any income taxes payable by the individual on deferred salary amounts.
- L9.8.5.16 The Board shall provide to the Bargaining Unit President, a list of all teachers on leave (of any type), as well as any secondments. The list shall be provided to the Bargaining Unit President at the beginning of each semester and shall be updated as changes occur.

ARTICLE L10 - STAFFING AND WORKLOAD (Secondary Only)

L10.1 Instructional Time

L10.1.1 Unassigned time shall be available to the teacher for preparation and marking.

L10.1.2 Each full-time teacher shall be assigned a maximum of 6 periods out of 8 periods. Each full-time teacher may also be assigned up to the following maxima Alternative Professional Assignments comprised of on-calls, supervisions, student mentoring (including individual and small-group mentoring and advocacy) and teacher-mentoring based on seventy-five (75) minute periods, or equivalent:

- 2019-2022 up to 56 half-periods

Note: Alternate Professional Assignments on examination days are excluded from the above limitations.

L10.2 Generation of Staff

L10.2.1 The minimum FTE classroom teaching staff assigned to credit courses shall be the number of FTE staff required to provide for an average class size of all secondary school classes, in the aggregate, of 23 to 1 based upon a teaching workload of 6 credits. This number shall be created by using the projected ADE (minus special education students), times 7.5 credits, divided by 23, divided by 6.

After each October, the ADE will be adjusted to reflect the October 30th and the projected March 31st numbers. The classroom FTE shall be adjusted at this time.

L10.2.1.1 A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.

L10.2.2 Section 23 Staffing

Staffing is generated at the discretion of the Board and shall not come from staff generated above.

- L10.2.3 The minimum number of FTE teachers assigned to special education credit equivalent courses, special education credit bearing courses, non-credit special education programs, including Special Education contained classes, and Special Education Facilitators, shall be 15.0.
- L10.2.4 The number of teachers assigned to Guidance and non-classroom Student Success shall not exceed 11.5 FTE.
- L10.2.5 The number of teacher-librarians shall not exceed 2.67 FTE.
- L10.2.6 The number of FTE staff allocated to credit courses, to non-credit special education, to Guidance and to Library shall be used in the area for which it has been generated.
- L10.2.7 The following shall be the class size maxima and shall not be exceeded:

	2019-2022
Academic Grades 9 and 10 (D)	30
Applied Grades 9 and 10 (P)	25
Locally Developed/Essential (L)	17
College (C)	29
College/University (M)	30
University (U)	32
Open (O)	29
Workplace	24
Technical “hard shops”	24
Technical “soft shops”	28
Alternative Education	18
Co-operative Education	28
Science/Lab/Chemistry	30
Family Studies – Lab	24
Physical Education	30
Student Success/Credit Recovery	18

- Store Front, Aviation, College Link, Music repertoire and IB are not included in the above table

- L10.2.7.1 10 % of the total number of classes in the Board can have up to 2 additional students beyond the current class caps.
- L10.2.7.1.1 A teacher may have up to 2 flex classes per semester, each of which can have up to 2 additional students per class; therefore, their workload may increase by a maximum of 4 students per semester under the central default provision.
- L10.2.7.1.2 By mutual consent (teacher and Principal both agree), a teacher may be assigned more than 2 flex classes per semester.
- L10.2.7.1.3 Schools may be differentially impacted by the flex as long as the board-wide total is no more than 10% of classes.

- L10.2.7.1.4 The Board will report any application of the default flex to the System Joint Staffing Committee.
- L10.2.7.1.5 The flex can be applied at any time in the timetabling process up to the existing count date for class size caps in the local collective agreement.
- L10.2.7.1.6 There shall be no changes to local Special Education class size caps identified in Section 31 of Regulation 298.
- L10.2.7.2 With the exception of the Cooperative Education courses, if a class can be classified in more than one category, the category with the lowest class size shall be applicable.
- L10.2.7.3 The maximum class size for computer classes where all students are expected to use a computer on a daily basis shall not exceed the number of workstations in a classroom.
- L10.2.7.4 Class sizes not specified here will be referred to the System Joint Staffing Committee for a determination.
- L10.2.7.5 The Principal and/or designate and the School Staffing Committee in each school shall identify any discrepancies between actual class sizes and the class size maxima by September 30th. By September 30th, the principal and/or designate and the School Staffing Committee shall make every attempt to ensure that the actual class sizes are within the parameters of the class size maxima above.
- L10.2.7.6 Notwithstanding Clause L10.2.7.5, by October 5th, any class sizes that exceed the maxima above shall be reported to the System Joint Staffing Committee. The System Joint Staffing Committee shall make any necessary adjustments or determine any necessary exceptions.
- L10.2.7.7 For second semester, the process outlined will be completed by March 5th.
- L10.2.8 E-Learning
- L10.2.8.1 Credits that are delivered through Contact North to northern First Nation communities shall remain part of the A&CE contract.
- L10.2.8.2 The Board will consult with the Bargaining Unit prior to offering electronic credits to other regular day school students.
- L10.2.8.3 E-Learning courses for secondary school students:
- shall be taught by a secondary day school teacher who is a member of the OSSTF Bargaining Unit
 - shall be scheduled during the regular work day
 - shall be funded on a 30:1 class size average; the average for all E-Learning classes in the Board may not be more than 30 students per class
 - shall have a class size cap of 35
- L10.2.8.4 The secondary school teacher delivering the e-learning course shall:
- be assigned a work location in the member's secondary school with computer availability
 - report to the school board personnel only and shall be evaluated only by the Principal or Vice-Principal of the member's school and/or Supervisory Officer employed by the board
 - and receive training on the delivery of courses on the e-learning platform.

L10.2.9 Credit Recovery

L10.2.9.1 Where the subject teacher is recommending a student for Credit Recovery, the subject teacher shall only be required to provide the following information:

- the student's final mark for the course;
- a breakdown of all marks for the course attached to the Recommended Course Placement Form using whatever format the subject teacher employs for recording marks;
- reasons for Credit Recovery recommendations.

L10.2.9.2 For a student accepted into the Credit Recovery program, the subject teacher shall only be required to identify:

- units, concepts, and/or expectations not successfully achieved;
- relevant learning skills information

L10.3 Workload and Assigned Time

L10.3.1 Each full-time teacher shall be assigned a maximum of six (6) periods out of eight (8) periods.

L10.3.1.1 A maximum of six (6) credit courses as defined in the Regulations made under the Education Act. A maximum of three (3) credit courses shall be assigned per semester unless otherwise agreed to by the Teacher, the Bargaining Unit and the Principal. It is understood that two half credit courses count as the equivalent of one credit course.

L10.3.1.1.1 Where a teacher consents to teach a program (i.e. Kick Start or Music), which is scheduled before and/or after the normal school day for students, such course shall count as one of the teacher's six credit courses.

L10.3.1.1.2 An IB course that forces a 3.5 course split one semester for a teacher shall be identified well before staffing and a teacher will be given the option to teach or not to teach that course. Courses on a two day cycle (every other day cycle) shall only count as half credit course for that semester. A teacher who has a 3.5/2.5 course split shall be assigned Alternate Professional Assignments in the semester of the 2.5 course workload.

L10.3.1.2 No more than two (2) half-credit courses may be assigned without the mutual consent of the principal, the teacher and the Bargaining Unit, excluding career and civics courses at the grade 10 level.

L10.3.1.3.1 A maximum of (20) twenty half-periods may be assigned as on-calls over the course of the school year. Every effort will be made to hire Occasional Teachers to replace Teachers who are absent for more than two (2) periods.

L10.3.1.3.2 Teachers shall be assigned to supervise students or perform on-call duties up to a maximum of three separate half-periods per week and no more than one half-period per day. Supervisions up to nineteen (19) minutes will count as a quarter period assignment. Supervisions over nineteen (19) minutes and less than thirty eight (38) minutes will count as a full half period assignment. Exceptions may be made with the mutual consent of the Board, the Teacher and the Bargaining Unit. Supervision duties and on-call duties shall be equitably distributed. All such supervisions or on-calls will count towards the maximum number of supervisions or on-calls.

- L10.3.1.3.3 A Teacher who has completed three (3) half periods supervisions or on-calls in the week will not refuse a supervision, or on-call, in an emergency situation which arises on that day; such supervision or on-call will count towards the maximum number of supervisions or on-calls.
- L10.3.1.3.4 Except in the case of an emergency situation, teachers shall be notified of any on-call assignments before the close of the previous school day.
- L10.3.1.3.5 Alternative Professional Assignment (on-calls/supervision and mentoring) schedules shall be developed by the Principal in consultation with the School Staffing Committee.
- L10.3.1.3.6 A Teacher shall not be assigned duties other than those specified above during the instructional day, excluding the exam periods.
- L10.3.1.3.7 Records of supervision and on-call assignments shall be maintained by the Principal, Vice Principal or designate, and shall be shared with the Branch President on a monthly basis.
- L10.3.1.4 Any amendments to the structure or format of timetabled periods as laid out in L10.1 and L10.3 will only be made after consultation with the bargaining unit.
- L10.3.2 Teachers assigned less than full-time shall have the number of Alternative Professional Assignments (as described in L10.3.1 above) pro-rated according to their contractual credit teaching load.
- L10.3.3 The protocol for the distribution of such timetables indicated above shall be determined by the System Joint Staffing Committee. Records of on-calls and supervision assignments will be kept and will be reviewed on a monthly basis by the School Staffing Committee and/or the Joint Staffing Committee. Concerns regarding the equity of teaching assignments will be reviewed by the System Joint Staffing Committee.
- L10.3.4 Lunch Break

Each teacher shall be entitled to a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the hours of 11:15 a.m. and 1:30 p.m. or where possible, during the 40 minutes preceding or following the scheduled lunch period.
- L10.3.5 Teachers shall not be mandated to work any days preceding (or following) the official start (end) of the school year.
- L10.3.6 No teacher shall be assigned duties normally performed by management or by other bargaining units.
- L10.3.7 The length of the school year shall be the minimum required under the Education Act.
- L10.3.7.1 Employees who agree with a request from the Employer to work outside the designated school year shall receive compensating time off equal to the number of days worked, to be scheduled according to current Board practice, and the mutual consent of the Principal and the employee.
- L10.3.8 Instructional periods shall not exceed 75 minutes in length unless otherwise agreed by the Board and the Bargaining Unit.
- L10.3.9 The Board appreciates the voluntary work performed by secondary teachers in providing extra-curricular activities to students.

- L10.3.9.1 In recognition of the voluntary work performed by secondary teachers in providing extra-curricular activities to students, compensatory time will be provided to a maximum of one day during the examination schedule in each semester at the discretion of the school principal. Implementation of such days shall be at no cost to the Board and will not result in increased workload for other teachers.
- L10.3.10 No teacher shall be allocated assigned time over a continuous interval exceeding 188 minutes excluding travel time between periods and/or breaks and homeroom responsibilities.
- L10.3.11 Teachers shall not be required to perform their assigned duties at any time which falls outside of the designated school year.
- L10.4 Night School
- L10.4.1 A teacher may fulfill contractual requirements with the Board by accepting any combination of Day School, Night School or Summer School credit courses.
- L10.4.2 A certified teacher on contract with the Board who, in addition to a contractual Day School assignment, teaches a credit course program at Night School, shall be paid ten percent (10%) of the appropriate grid position (which includes vacation pay), for each credit course taught.
- L10.4.3 The Board may appoint in accordance to the same procedure as in Article L6.5, a teacher as an administrative assistant to Night School to perform counselling and/or administrative duties prorated to two (2) hours per week/semester more than the hours per week/semester equal to one (1) credit course.
- L10.4.4 The above clauses will pertain to Summer School whenever the Board decides to run Summer School.

ARTICLE L11 - TRANSFERS/RETIREMENTS/RESIGNATIONS (Secondary Only)

- L11.1 Procedure
- L11.1.1 A teacher in the secondary panel who wishes to transfer to the elementary panel must apply and be hired to fill a vacant position in the elementary panel.
- L11.1.2 Transfers between panels are for a period of one school year or less.
- L11.1.3 The transfer may be extended by repeating the process outlined in L11.1.1 above, or by obtaining an assignment via the elementary school placement process.
- L11.2 Conditions
- L11.2.1 During the term of the transfer, the teacher will be considered to be on a leave of absence from the secondary panel in accordance with Article L9 and will retain a position on the secondary seniority list in accordance with Article L12.
- L11.2.2 As a transferee to the elementary panel, the teacher will be governed by the terms of the Elementary Teachers' Collective Agreement.

- L11.2.3 A teacher who transfers from the elementary panel to the secondary panel under the principles of this Article will be placed on the appropriate secondary teachers' seniority list.
- L11.3 Guarantee to Elementary Transferee
- A teacher who has transferred from the elementary panel, according to the principles identified in Articles L11.1 and L11.2, after five (5) consecutive years of employment in the secondary panel and who is hired or placed for a sixth year in accordance with the principle of Article L11.1.1 will transfer all system seniority to the secondary panel and will be placed on the secondary teachers' seniority list.
- L11.4 Job Exchange
- L11.4.1 The Board shall provide the opportunity to permanent teachers to participate in a "job exchange" program in accordance with the terms and conditions of this article.
- L11.4.2 Two permanent teachers, including those with positions of added responsibility, within the panel may be temporarily exchanged for one year, subject to the agreement of the Superintendent responsible for secondary staffing. Teachers interested in participating in a Job Exchange shall submit an application by May 15th for the following school year to the Human Resources Department. At the end of the exchange the teachers will return to their previous positions and contractual status, subject to Article L12. Late applications may be considered at the discretion of the Superintendent responsible for secondary staffing.
- L11.4.3 Teachers participating in job exchange shall be paid according to Article L7. If the exchange assignment is less than full-time, the salary and benefits shall be prorated in the same proportion that the part-time assignment is to a full-time assignment.
- L11.5 Retirement/Resignations
- L11.5.1 Retirement will be in accordance with Provincial legislation and the rules and conditions of the applicable pension and employee benefit plans.
- L11.5.2 Except by mutual consent, teachers may only retire/resign effective January 31 or during the period June 30 to August 31. The Board shall not unreasonably withhold consent where the teacher has provided a minimum of thirty (30) days written notice of their intention to retire/resign.
- L11.5.3 A teacher who wishes to retire/resign on January 31 must notify the Board in writing by November 30 of the previous calendar year.
- L11.5.4 A teacher who wishes to retire/resign during the period June 30 to August 31 must notify the Board in writing by April 30 of the current calendar year.
- L11.5.5 A teacher shall be hired to fill any vacancy arising owing to the death, retirement or resignation of a Member of the TBU during the school year or to replace a Teacher who will be absent for a full school year or full semester.
- L11.6 Salary Deductions
- L11.6.1 Leave of Absence for any member of the teaching staff shall be in accordance with the provisions of Article L9.

- L11.6.2 For absences from duty other than those provided for in Article L9 or absence authorized by the Board, a deduction will be made by the Board from the teacher's salary.
- L11.7 Acquisition of Program and Staff - Secondary Panel
- In the event that the Lakehead District School Board should transfer Program from the Elementary Panel to the Secondary Panel which impact on the employment of staff, the following provisions to accommodate staff tenure and compensation shall apply:
- L11.7.1 The seniority of staff in the elementary panel, prior to the transfer, and accumulated within the program subsequent to transfer, shall only be applicable within the program and shall be designated as Program Seniority.
- L11.7.2 Any secondary teacher transferring into the program, subsequent to the transfer of program, shall start to accrue Program Seniority from the date of transfer. Any Program Seniority ties will be resolved by the means identified in Article L12 of the secondary collective agreement.
- L11.7.3 Elementary teachers transferring to the secondary panel with the program shall commence accruing seniority on the Secondary Seniority List as of the first teaching day following the transfer of the program. Secondary seniority shall be consistent with Article L12 of the secondary collective agreement.
- L11.7.4 Any future reduction of staff within the program will be based on Program Seniority.
- L11.7.5 Only secondary seniority shall be used to obtain positions in the secondary panel outside of the Program.
- L11.7.6 Should an individual utilize secondary seniority to move into a secondary panel position outside the program, that individual's Program Seniority shall no longer exist.
- L11.7.7 Elementary teachers who possess Program Seniority must exercise their rights to transfer seniority to the secondary panel or return to the elementary panel for the commencement of the first teaching day in the sixth year after the date of program transfer as per Article L11.3 in the secondary collective agreement.
- L11.7.8 The Lakehead District School Board will retain the right of a teacher who holds a PAR position to recall to an elementary PAR position while the teacher holds Program Seniority and has not exercised rights of seniority under Item L11.7.7.
- L11.7.9 Any staff possessing Program Seniority shall be considered secondary teachers with all the rights and responsibilities identified under the Secondary Collective Agreement.
- L11.8 Acquisition of Program and Staff
- The following provisions shall apply to any teachers retained as a consequence of the acquisition of program from another organization.
- L11.8.1 The seniority of teaching staff in the specified program shall retain their Program Seniority when they become employees of the Lakehead District School Board.

- L11.8.2 Teachers of the Lakehead Board who transfer into the program shall commence accumulating Program Seniority from the date of transfer. Program Seniority ties shall be resolved using the principles identified in Article L12.
- L11.8.3 Program Seniority shall only apply to the rights of any teacher within the program.
- L11.8.4 Teachers retained by the Board as a consequence of the transfer of program shall commence accumulating seniority in the secondary panel as per Article L12 effective the date of transfer.
- L11.8.5 Only Secondary Seniority shall govern the rights of all teachers (with or without Program Seniority) outside the program.
- L11.8.6 A teacher who leaves the program to obtain a secondary panel position shall no longer possess Program Seniority.
- L11.8.7 Program Seniority shall no longer exist when all staff retained with Program Seniority at the date of transfer no longer have Program Seniority.
- L11.8.8 Any staff possessing Program Seniority shall be considered secondary teachers with all the rights and responsibilities identified under the TBU-OSSTF Collective Agreement.

ARTICLE L12 - SENIORITY, REDUNDANCY, LAYOFF, AND RECALL (Secondary Only)

- L12.1 OSSTF Seniority List
- The seniority list, which shall include all qualifications held by each teacher, shall be developed by the Board in conjunction with the TBU, District 6A, through the Committee on Redundancy, with a copy retained by each party. The seniority list shall be revised from time to time as required by the Committee on Redundancy and on December 1st and April 1st of each year. The list shall include all teachers who were employed by the board as of September 1st of each year and any members who were added before March 1st. The list shall be posted in each school.
- L12.2 For purposes of implementing the provisions of this clause, a Committee on Redundancy shall be formed consisting of six members composed of three secondary school teachers appointed by the TBU Executive and three Board representatives appointed by the Board. The Committee shall elect its own chair annually; its purpose is to make recommendations to, and in consequence thereof, extend options to any teachers within the secondary school panel who may from time to time be declared redundant to the needs of the Board within the secondary school system in the manner hereinafter provided; and for the purposes aforesaid the Committee may engage in research related to future staff requirements and suggest specialized assignments for personnel; and shall also recommend the dates for the new contract for Article L12. The Committee shall have the responsibility of designating any teacher to be declared surplus, displaced and redundant under this Article.
- L12.3 The Committee on Redundancy shall keep a file of all its decisions.
- L12.4 Seniority shall mean and be established as follows:
- L12.4.1 The seniority of teachers with the Board is determined by the total number of years served consecutively with this Board, or its predecessors, by a certified teacher or a teacher holding a recognized letter of standing.

- L12.4.2 A teacher employed on a letter of permission who becomes certified and is in continuous employment with the Board shall receive retroactive seniority to the date of hire.
- L12.4.3 The seniority list shall consist of the names of teachers identified in L12.4.1 and L12.4.2 in decreasing order of years of recognized continuous employment with the Board or its predecessors.
- L12.4.4 "Recognized continuous employment" for the purpose of this article shall include time spent while on leave of absence granted by the Board; leave due to prolonged illness, long term disability, or educational leave.
- L12.4.5 Inaugural Seniority List Placement
- Where teachers have the same length of employment with the Board as defined above, the order on the list shall be decided upon the basis of total certified teaching experience in Ontario.
- L12.4.6 Where teachers have the same seniority as defined in L12.4.4 and L12.5.1, the order of seniority shall be decided by the Committee on Redundancy no later than November 30 and April 1 as per L12.5.2.
- L12.5 All teachers hired shall be placed on the seniority list:
- L12.5.1 For all hires subsequent to January 28, 2009, seniority shall be determined based upon the date of commencement of employment. Members hired prior to this date shall not have their seniority altered as a result of this change in determination of seniority.
- L12.5.2 In the event two or more teachers have the same date of commencement of employment, the seniority tie breaker shall be as follows:
- Aggregate experience in the Lakehead secondary panel
 - Aggregate teaching experience
 - By lot
- The tie breaker shall be administered one time only in the presence of a representative from Human Resources and a representative from the TBU.
- L12.6 For leaves incorporating the full contractual status of a teacher, seniority will cease to accumulate:
- After five years of consecutive leave for political office;
 - After six years of consecutive leave for Federation business;
 - After five years of consecutive leave in a teaching assignment with recognized agencies approved by the Board; and
 - After three years of consecutive leave for any other reason.
- L12.7 Return from Leave
- L12.7.1 Leave Outside the Bargaining Unit
- L12.7.1.1 If the leave is for one year or less the teacher shall return to the original school (in the same position of added responsibility, if any).

- L12.7.1.2 If the leave is for more than one year the teacher shall be reassigned a position, including any of added responsibility, in accordance with Article L12.
- L12.7.1.3 If the leave is for more than two years a teacher holding a position of added responsibility shall lose the position of added responsibility and be reassigned a position in accordance with Article L12.
- L12.7.2 Leave within the Bargaining Unit
- A leave within the system, e.g. staff who have been seconded or appointed (i.e. Coordinators, Federation Officers, Teachers in Charge, Acting Principal/Vice-Principal). These teachers remain a member of the bargaining unit.
- L12.7.2.1 If the leave is for one year or less the teacher shall return to the original school and shall be given an assignment by the principal in accordance with Article L12.
- L12.7.2.2 If the leave is for more than one year, the teacher shall be reassigned a position, including any of added responsibility, in accordance with Article L12.
- L12.7.2.3 At the end of a single term, the TBU President shall return to the original school.
- L12.7.2.4 Effective September 1, 2015, for up to a maximum of three years a teacher seconded to a position of Coordinator or Resource Teacher will return to his/her original school, with due regard for regular surplus and redundancy processes.
- L12.7.3 Teacher-in-Charge
- L12.7.3.1 A Member of the Bargaining Unit may substitute for an absent Principal/Vice-principal for a period of time on a temporary basis not to exceed twenty (20) consecutive school days or forty (40) days in a school year. The Teacher-in-Charge shall be paid a premium of
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- L12.7.3.2 A Teacher in Charge may resume the teacher's regular assignment subject to forty-eight (48) hours written notice to the appropriate Supervisor.
- L12.7.3.3 The assignment of Teacher-in-Charge shall not be for less than one half day and an occasional teacher shall be hired to replace the teacher.
- L12.7.3.4 Teachers serving as a Teacher-in-Charge shall not discipline or evaluate other Bargaining Unit Members.
- L12.7.3.5 The Teacher shall continue to be a Member of the Bargaining Unit with all of the rights, privileges and obligations thereof, including but not limited to the payment and deduction of Union/Bargaining Unit dues.
- L12.7.4 Acting Principal/Vice-principal
- L12.7.4.1 The parties agree that a member of the Bargaining Unit may substitute for an absent Principal/Vice-principal on a temporary basis for a period of more than twenty (20) school days but not to exceed one (1) school year.

- L12.7.4.2 The teacher acting as Principal/Vice-principal shall be paid at the starting grid salary for the position, pro-rated for the period of the temporary assignment, or the teacher's salary, whichever is greater.
- L12.7.4.3 A teacher acting as a Principal/Vice-principal shall continue to pay union dues in accordance with Article L5.1.
- L12.7.4.4 A teacher acting as Principal/Vice-principal shall not result in an increased workload for other Bargaining Unit members.
- L12.7.4.5 A teacher acting as Principal/Vice-principal shall not discipline or evaluate other Bargaining Unit Members.

L12.8 Definitions

REDUNDANCY PROCESS

- refers to procedures followed in Article L12 dealing with placement of staff.

SURPLUS

- "surplus to school" occurs when there is no available position the following September in the school to which the teacher is assigned or if the teacher opts for self-declaration.
- "surplus to system" occurs when a position is declared open in order to facilitate placement of more senior teachers with similar qualifications and experience who are declared surplus in other schools.

QUALIFIED (QUALIFICATIONS)

A teacher is qualified if the teacher:

- is a member in good standing with Ontario College of Teachers
- possesses a certificate of qualifications with the appropriate entries according to the regulations
- an appropriate academic background in the judgment of the Superintendent responsible for Human Resources, and/or,
- an appropriate prior successful teaching experience in the judgment of the Superintendent responsible for Human Resources.

RECALL

- occurs when a teacher's contractual status is not fulfilled during the placement process and the teacher's name is then placed on the recall list by seniority. The qualified teacher will be offered suitable positions as they become available (recalled).

REDUNDANT

- a teacher is declared "redundant" if there is no position available on or before the third Thursday in June.

- L12.9 Redundancy Process
- L12.9.1 The dates in this article are guidelines only. Each year the Committee on Redundancy shall be responsible for establishing the specific dates which govern the process and shall notify each school in advance of the commencement of the redundancy process.
- L12.9.1.1 If one or more schools close into a new school, all the staff shall be considered part of the new school for staffing purposes.
- L12.9.1.2 If one school closes into a second school, all the staff from the two schools shall be considered one staff for staffing purposes.
- L12.9.1.3 Teachers with a contractual standing of:
- less than 0.167 (one (1) credit) will be increased to 0.167 (one (1) credit) if they are a classroom, credit-generating teacher
 - more than 0.833 (five (5) credits) will be increased to 1.0 (six (6) credits) if they are a classroom, credit-generating teacher
 - less than 0.25 non-classroom/non-credit generating will be increased to 0.25
 - contractual status of more than 0.75 non-classroom/non-credit generating will be increased to 1.0 prior to the date specified in Article L12.9.3 and principals organize their schools
- L12.9.2 By the last Monday in March, the Principal shall use the projected enrolment figures for the next school year to generate the number of full-time equivalent teachers for the school.
- L12.9.3 By April 11, the Principal shall organize the school in accordance with seniority and qualifications as defined below, (save and except positions of responsibility) utilizing the full-time equivalent complement above and based on the staffing needs determined by the school program.
- L12.9.3.1 A teacher will not be assigned or be entitled to a position for which the teacher is not qualified.
- L12.9.3.2 A teacher may, as a consequence of the school organization above, elect to declare him or herself surplus to the school. A teacher who elects self-declaration of surplus may only return to a position in the original school with the approval of the Superintendent responsible for Human Resources.
- L12.9.3.3 The Principal shall notify teachers whose tentative assignment will require qualifications different than those required for the present assignment.
- L12.9.4 Prior to hiring any teachers not presently contracted, part-time teachers who have expressed an interest in increasing their contractual status prior to March 1st, shall be placed into available vacant positions, for which they hold qualifications and experience, existing after the provisions of Article L12 have been satisfied. Placement shall be by the Superintendent responsible for Human Resources before the end of August. A part-time teacher who has received an unsatisfactory performance review shall not be eligible for an increase in time until an evaluation indicating a satisfactory performance review has been completed.
- L12.9.5 After June 30th, part-time teachers who have met the conditions specified in L12.9.4, and where conditions of qualifications and availability are met, will be placed by the appropriate superintendent into available vacant positions before teachers are hired through the pool hiring process.

L12.10 School Surplus Declaration

By April 16, the Principal shall declare which teachers are surplus to the needs of the school in accordance with the following parameters:

- L12.10.1 Where the FTE number of teachers in the school, including the teachers on leave returning to the school exceeds the projected FTE number of teachers in L12.9.2, the least senior teacher(s) shall be declared surplus to the school. A teacher cannot be declared surplus for less than contractual FTE status.
- L12.10.2 To be placed in a position of chair effective September 1, a teacher must have sufficient seniority as of the preceding June 30 to retain a full time teaching assignment.
- L12.10.3 To be placed in a position of chair effective other than September 1, a teacher must have a full time position as a teacher.
- L12.10.4 Once placed as a chair the teacher is exempt from surplus declaration for the term of appointment, up to 6 years.
- L12.10.5 Bypass
- L12.10.5.1 The least senior teacher may be by-passed as the teacher declared surplus after the Principal has:
- Determined the programs to be offered in the school
 - Examined the qualifications of the teachers in the school
 - Ascertained that the school cannot reasonably be reorganized to incorporate the teaching assignment of the least senior teacher.
- L12.10.5.2 If the Principal by-passes the least senior teacher, the next least senior teacher must be declared surplus as provided for in L12.10 above until the surplus teacher is identified.
- L12.10.6 Before April 16, the Principal shall inform, in writing, the following individuals of the names of the teachers declared surplus to the school, and the names of the teachers by-passed:
- The Superintendent responsible for Human Resources
 - TBU President.
 - Each teacher concerned in the presence of the Branch President.
- L12.10.7 By April 16, the Principal shall provide, in writing, an explanation of all by-passes, a tentative school organization, and a description of all vacant positions to the Superintendent responsible for Human Resources and the TBU President.
- L12.10.8 Where the Principal has ascertained that it is difficult to deliver a coherent program due to fragmentation of staffing assignments, a principal may designate, with the agreement of the Redundancy Committee, up to a full time position, at least 4 periods of which are in one discipline, that must remain intact until the conclusion of the placement meeting in L12.13.5. Principals may use L12.10.1 to create the available periods.
- L12.10.9 A teacher declared surplus as a consequence of the L12.10.8 designation, may appeal the designation to the By-Pass Committee identified in L12.11.

- L12.10.10 At the conclusion of the placement meeting identified in L12.13, if the position has not been filled, the periods of which the position is composed shall be offered in order of seniority based on qualifications to teachers who have not been placed according to their contractual status.
- L12.10.11 Teachers who have been declared surplus to the school shall be considered at the Placement Meeting in accordance with the procedures outlined in L12.13.
- L12.11 Bypass Committee
- L12.11.1 The Redundancy Committee shall act as the Bypass Committee and adjudicate all requests. This committee shall meet within three school days from the date of notification of surplus staff.
- L12.11.2 A teacher declared surplus to a school's needs caused by a by-pass may request, in writing no later than 2 days after notification in L12.10.6, to the Superintendent responsible for Human Resources, an opportunity to discuss the by-pass decision.
- L12.11.3 The decision of the committee is binding on all parties and shall not be the subject of a grievance.
- L12.12 System Surplus Declaration
- On or before May 4, the Committee on Redundancy shall examine the list of teachers declared surplus and the description of the tentative assignments, for the coming school year, for all teachers.
- L12.12.1 If, in the opinion of the Committee on Redundancy, there is not a position available for each surplus teacher, the Committee on Redundancy, having considered qualifications and teaching assignments, shall declare the least senior teacher(s) in the system surplus in order to provide a position for each senior surplus teacher. The teacher will be informed in writing by the Committee.
- L12.12.2 Preference will be given to the transfer back to school "A" of the teacher transferred from school "A" to school "B" by reason of surplus at school "A" should a position become available at school "A" for which such teacher is qualified. This article shall not apply to positions that are created in L12.12.1.
- L12.12.3 Positions which are created by the Committee on Redundancy plus vacant positions shall be posted within the system for 5 working days. Surplus teachers shall be provided with a copy of the posting.
- L12.12.3.1 Following receipt of all vacant positions each surplus teacher, including those who have self-declared under Article L12.9.3.2, must complete the required form.
- L12.12.3.2 After the initial posting of positions described above, only positions of responsibility and positions for which no surplus or redundant teacher is qualified will be posted until the redundancy process has been completed.
- L12.12.4 Teachers who are surplus shall be invited to attend the placement meeting referred to in Clause L12.13 below in order that they may be consulted regarding their preferences during the process of assignment. There shall be no cost to the Board for the attendance of teachers invited to attend this meeting.

- L12.13 Placement Meeting
- L12.13.1 On or before the first Thursday of June, the Principals and the Committee on Redundancy shall fill all vacancies. This process shall be accomplished by assigning, on a seniority basis, qualified surplus teachers.
- L12.13.2 The placement process in this article may not be used to increase contractual status.
- L12.13.3 If a teacher on the surplus list unjustifiably refuses a position for which the teacher is qualified, as determined by the Committee on Redundancy, the Board shall have no further obligation to employ the teacher.
- L12.13.4 The Chair of the Committee on Redundancy shall first inform the teacher of the consequences of refusal to accept any such vacancy.
- L12.13.5 During the placement meeting, if it is not possible to accommodate all senior surplus teachers in accordance with the principles of this process, the Committee on Redundancy, having considered qualifications and teaching assignment, shall assign the senior surplus teacher(s) to replace the least senior teacher(s) in the system.
- L12.13.6 On or before the third Thursday in June, the Committee on Redundancy shall declare those teachers not placed by way of Clause L12.13.5 redundant to the secondary school system.
- L12.14 Recall
- L12.14.1 A redundant teacher will be placed on a recall list for three (3) years. A teacher whose recall rights have expired shall be retained on the Board's short list. In no case shall this entitlement extend beyond three (3) years from the time the teacher is placed on recall.
- L12.14.2 A teacher retains seniority while on the recall list.
- L12.14.3 Qualified teachers on the recall list will be considered in order of seniority for positions which became available during the school year.
- L12.14.4 A teacher declared surplus has the responsibility to ensure that the Federation President and the Superintendent responsible for Human Resources have an accurate record of the teacher's current home address, work email address and telephone number during the entire time that the teacher is identified as surplus or remains on the recall list.
- L12.14.4.1 Should the Board be unable to contact a teacher on recall by telephone the Board shall notify the TBU President. If after a further 48 hours the surplus teacher still has not been contacted, the Board shall bypass the recall rights of the teacher.
- L12.14.4.2 A surplus teacher bypassed shall be notified of the circumstances of the bypass and the contents of this Article by the teacher's board email address. The Bargaining Unit President will be copied on any such email.
- L12.14.4.3 A surplus teacher who is bypassed a second time in the same school year shall lose all recall and seniority rights.

- L12.14.4.4 If after 90 days the teacher has not responded to indicate the desire to remain on recall, the teacher shall lose all recall and seniority rights.
- L12.14.5 Should a qualified teacher refuse an assignment, the teacher shall lose all recall and seniority rights.
- L12.15 Eligibility for Redundancy Options
- L12.15.1 A teacher is eligible for redundancy options in L12.16 equal to the teacher's contractual status when the teacher is placed above the line identified in Clause L12.15.2 on the seniority list.
- L12.15.2 The Committee on Redundancy shall establish the line no later than April 15th each school year by placing the line immediately below the least senior teacher for which the total FTE on the seniority list above and including this teacher and the chairs equals the FTE of all teachers employed in the secondary system on March 1st.
- L12.16 Redundancy Options
- Redundancy options apply, in order of seniority, to the teachers who are above the line when the placement meeting takes place, and who are declared redundant to the secondary system at the time of the placement meeting. The Committee on Redundancy shall meet with each redundant teacher on or before June 30th to explain the following options:
- L12.16.1 Permanent Supply
- L12.16.1.1 The top six (6) teachers on the seniority list, who have been declared redundant, shall be placed as permanent supply teachers. These positions shall not count in the setting of the line, the following year. Whenever possible the teacher shall be placed into a long term occasional position for which the teacher is qualified.
- L12.16.1.2 In the event that no vacancy for which the teacher is qualified exists at the end of the three (3) year period from the date when such teacher was declared redundant, the teacher shall be terminated.
- L12.16.1.3 Any qualified teacher placed on permanent supply shall remain on the recall list.
- L12.16.1.4 If any qualified teacher placed on permanent supply unjustifiably refuses a teaching position, the teacher shall be terminated.
- L12.16.1.5 If classes are added after the permanent supply position is filled, these teachers, if qualified shall be used to fill the positions.
- L12.16.1.6 If teachers on permanent supply obtain a teaching position at some time during the school year, the permanent supply position shall cease to exist for that year.
- L12.16.2 Recall Rights
- Teachers who were above the line, but for whom there are not permanent supply positions, shall be given an extra year on the recall list. Such teachers shall be offered available long term occasional teaching assignments for which they are qualified during the recall period. If there are no such assignments, these teachers shall be called first for short term occasional positions.

L12.16.3 Leave of Absence

Any teacher who was above the line, but declared redundant, shall be granted a leave of absence for the following year if they so request. This year of leave shall not count as one of their three (3) years of recall rights.

L12.16.4 Elementary Placement

With the mutual consent of the teacher and the Board, the teacher shall be placed in the elementary panel where there is a vacancy for which the teacher is qualified.

L12.16.4.1 Any qualified teacher placed in the elementary panel shall remain on the recall list.

L12.16.4.2 In the event that a vacancy becomes available in the secondary panel for which the teacher is qualified, the teacher shall be recalled to that position. The recalled teacher shall remain in the elementary panel until a suitable replacement can be found but no later than December 31st for a vacancy in first semester/term or no later than the end of the school year for a vacancy that becomes available after December 31st. The Board may fill the secondary vacancy with an occasional teacher until such time the recall can be facilitated.

L12.16.5 If a teacher has held a continuous permanent teacher position with this board for ten or more years before going on recall, then they shall retain recall rights until a position becomes open or until they refuse a recall position and therefore have voluntarily resigned from the board.

L12.16.6 Teachers may only select the following options if they receive the agreement of the Committee on Redundancy.

L12.16.6.1 Retraining

L12.16.6.1.1 A redundant teacher may be granted a leave for the purpose of retraining in a specified area as recommended by Committee on Redundancy and approved by the Board.

L12.16.6.1.2 In the event that no vacancy for which the teacher qualified exists at the end of the retraining leave, such teacher shall be placed on permanent supply for a period of up to three (3) years, after which, should no position be available for which such teacher is qualified, the contract of such teacher shall be terminated by the Board.

L12.16.6.2 Other

Any other arrangement mutually agreeable to the Committee of Redundancy and the teacher.

L12.17 Partial Redundancy

The Board is obligated to teachers partially included in the redundancy pool in the fourth (4th) year after such teachers are initially declared redundant only for that portion of their time that has been assigned by the Redundancy Committee to teaching credit and/or non-credit courses.

L12.18 Refusal to Select Option

If any redundant teacher refuses to select any of the options available in L12.16, the teacher shall lose all recall and seniority rights.

L12.19 Placement within the System

A teacher, who returns from a leave of absence requiring placement within the system, shall be placed as a surplus teacher.

L12.20 Classroom Teachers

L12.20.1 In the year of school closure the affected teachers from the closing school will be assigned positions in accordance with the terms of Article L12. The Committee on Redundancy will consider stated subject preferences from the above teachers in declaration of surplus.

L12.20.2 In the year(s) of school closure the following principles, in relation to staffing, shall be considered by the appropriate school(s) superintendent.

- The maintenance of positions of added responsibility or their equivalent at the school to be closed.
- The allocation of additional staff in the school to be closed to maintain a viable level of service.
- The Board, in consultation with the TBU president, may exercise its rights of administrative transfers of teachers when viable and unique programs are being maintained.

L12.21 Transfers

L12.21.1 Teachers, who wish to be considered for a voluntary administrative transfer during the school year, must complete the Voluntary Transfer Form and forward it to Human Resources before November 30th. Teachers who wish to be considered for a voluntary administrative transfer for the next school year, must complete the Voluntary Transfer Form and forward it to Human Resources before March 31st of the current school year. Transfers during the current school year will be made before January 31st. Transfers under this clause for the next school year will be considered until May 31st. Transfers arranged under this clause will be made following consultation with the teacher.

L12.21.2 The Board reserves the right to place newly appointed teachers and to transfer teachers in order to meet special program needs. Non-voluntary administrative transfers will only be made following consultation with the Federation President and the teacher(s) involved.

ARTICLE L13 - LEADERSHIP AND CHAIR STRUCTURE (Secondary Only)

L13.1 Chairs

For the purposes of this Article, Program Managers will be treated as Chairs.

L13.2 Chairs who are displaced due to redundancy shall be placed in the position of the least senior chair in the system in the same organizational unit. Seniority of chairs shall be established based upon the date of appointment in the position of chair and the principles of seniority in Article L12.

L13.2.1 Notwithstanding other provisions of this collective agreement, chairs who lose a position due to redundancy shall retain recall rights to the same position in any other school during the term of the individual's appointment.

- L13.3 Chair Structure
- L13.3.1 Each composite school shall have 8 organizational units led by a chair. These units shall be as follows:
- Business and Community Studies (Business, Computer Science, Co-Operative Education, Careers, and Family Studies)
 - Communications (English & Moderns)
 - Mathematics
 - Science
 - Student Services and Information Services
 - Social Sciences (Geography, General Social Sciences, and History)
 - The Arts (Physical Education, Art, Music, Drama)
 - Technical Studies
- L13.3.2 Each chair shall be paid an additional responsibility allowance equivalent to 6.7% of Cat IV maximum per annum.
- L13.3.3 A chair must have specialist certification in at least one subject area in the organizational unit.
- L13.3.4 Each chair shall be appointed for a term of 6 years. At the completion of the 6 year term the position shall be posted. Incumbents may apply for any posted position, and a successful applicant shall be deemed to be a new appointment. Former chairs shall be retained in the school as a teacher subject to the redundancy process.
- L13.3.5 A system short list of chair by organizational units shall be created by the Board. This short list shall be renewed at least once every 36 months. The principal of a school shall select individuals from the short list.
- L13.3.6 Where, in the opinion of the Superintendent responsible for Secondary Staffing, no teacher qualified for appointment is available, the Board may appoint a less qualified teacher as Acting Chair, until such time as a fully qualified teacher for the position as Chair is available and on the shortlist.
- L13.3.7 If a qualified applicant is unsuccessful in obtaining a position on the Chair short list, a member of the interview team, upon request, will provide feedback to the candidate.
- L13.3.8 In the event a chair is required to be replaced during the school year, the appropriate area superintendent, in consultation with the TBU President, shall appoint an acting chair until the return of the chair or until the end of the semester, whichever comes first.
- L13.4 Should the government legislate or regulate a change which materially affects the leadership structure of secondary schools the issue will be renegotiated at the request of either party.
- L13.5 Teachers in charge of organizational units shall not perform any evaluative aspect of teacher performance appraisal.

ARTICLE L14 - CONTRACT MAINTENANCE, GRIEVANCE AND ARBITRATION

L14.1 Definitions

A grievance shall be defined as any question or dispute involving interpretation, application or alleged violation of any term, provision or condition of this Collective Agreement. The question of whether a matter is arbitral may be processed under the grievance procedure and be submitted to arbitration.

The reference to days shall mean school days.

L14.2 No complaint will be considered unless initiated within 60 days from the time the complainant should reasonably have become aware of the issue.

The parties recognize that each party may elect to be represented by representative(s) of their respective organizations at any stage of the grievance arbitration procedure.

L14.3 The Teacher/the TBU Executive who has a complaint relating to the interpretation, application, administration, or alleged violation of this Collective Agreement shall, whenever practicable, discuss the complaint with the Principal or immediate supervisor. If the discussion does not result in the satisfactory settlement of the complaint within five days, the TBU Executive may lodge a grievance as provided herein.

Grievance Steps

L14.4 Step 1

A teacher or group of teachers desiring to submit a grievance shall refer the matter in writing to the local TBU Executive. The TBU Executive shall make a decision within 10 days concerning its support of the grievance.

L14.5 Step 2

When the TBU Executive supports the Teacher, it shall take the matter, forthwith, to the superintendent responsible for secondary schools or designate who shall make a ruling within five days after receiving written notice from the local TBU Executive.

L14.5.1 Grievance Format

A written grievance shall contain:

- a description of how the alleged dispute is in violation of the agreement; and
- the clauses in the collective agreement alleged violated; and
- the relief or remedy sought; and
- the signature of the duly authorized official of the bargaining unit

L14.6 Step 3

When the written ruling from the superintendent responsible for secondary schools or designate, fails to redress the grievance to the satisfaction of the local TBU Executive, the matter shall be

referred to the Committee of Review within five days from receiving the written ruling from the Superintendent responsible for Human Resources.

L14.7 Step 4 - Committee of Review

L14.7.1 The Committee of Review shall be constituted annually in September and be composed of two teachers selected by the TBU and two representatives of the Board. Both parties may call witnesses at their discretion.

L14.7.2 The parties maintain the right to institute a Policy Grievance at this step.

L14.7.3 If after 15 days from the date of receipt of the grievance, the Committee of Review fails to resolve the matter to the satisfaction of both parties, either party may submit the grievance to arbitration within a further 15 working days.

L14.8 Step 5 - Arbitration

L14.8.1 The parties recognize that in some circumstances alternate processes may be in the best interests of both parties. Accordingly the following processes are available with the written consent of both parties.

L14.8.1.1 Use of Arbitrator

A single arbitrator may be used at any time. If the parties are unable to agree on the choice of a single arbitrator, one will be appointed by the Labour Relations Board. The arbitrator will be governed by Article L14.8.6.

L14.8.1.2 Alternate Processes

A Grievance mediation officer, as appointed by the Labour Relations Board, may be accessed in any point in the process. Related costs for this service shall be borne equally by the parties. The role of the Grievance mediation officer is to attempt to achieve resolution to the grievance on a "without prejudice" basis; or

An outside third party, agreeable to both the Federation and the Board, may be accessed at any point in the process. Related costs for this service shall be borne equally by the parties. The role of the third party is to attempt to achieve resolution to the grievance on a "without prejudice" basis.

L14.8.2 The Parties recognize that each Party may elect to be represented by counsel during the arbitration procedure.

L14.8.3 Either the Board or the local TBU Executive may, after exhausting the grievance procedure established by this agreement, notify the other Party, in writing, of its desire to submit the difference or allegation to arbitration.

L14.8.4 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision. The decision is final and binding upon the Parties without right to appeal by the local TBU Executive or the Board.

L14.8.5 Each Party shall pay for half of the expense of the Arbitrator.

- L14.8.6 The Arbitrator shall have the authority only to settle disputes under the terms of this agreement, and will only interpret and apply this agreement to the facts of the particular grievance involved.
- The Arbitrator shall have the authority to fashion an equitable remedy only where a violation of the collective agreement has been found. The Arbitrator shall have no power to alter, add to, subtract from, modify, or amend this collective agreement, or to give any decision inconsistent with it.
- L14.8.7 Unless mutually agreed otherwise by both Parties, the place of hearing shall be in the City of Thunder Bay.
- L14.9 Just Cause
- No teacher on contract with the Board shall, without just cause given in writing, be:
- disciplined
 - discharged
 - assessed a loss in salary and/or benefits
 - transferred administratively causing unreasonable personal hardship
 - demoted.
- The provisions of this Article shall not apply to:
- discharge or transfer as a consequence of the normal redundancy process as per Article L12.
 - term appointments exclusive of the normal redundancy process as per Article L12
 - administrative transfers/placements of teachers holding positions of added responsibilities
 - discharge of probationary teachers. These probationary teachers shall have access to the grievance procedure with the exception of arbitration as defined in Article L14. The Board and the Federation may mutually agree to refer the matter to arbitration.

ARTICLE L15 - HEALTH AND SAFETY

- L15.1 The Board shall recognize its obligations to provide a safe and healthful environment for teachers and to carry out all duties and obligations required by legislation as minimal acceptable standards. Both the Federation and the teachers shall cooperate with the Board to the fullest extent possible in the prevention of accidents and the reasonable promotion of safety and health.
- L15.2 For the purposes of the Occupational Health and Safety Act, Chairs shall not be deemed to exercise managerial functions and shall be permitted to be the representatives of the teachers on any committee pursuant to Section 8(2) of the Act, or pursuant to Section 3(2) of Regulation 191/84.
- L15.3 When duties are required to be performed by teachers as representatives on the Joint Health and Safety Committees, those duties will be performed during the normal school day. When required, an Occasional Teacher will be hired to replace a teacher who is performing their duties as a representative on the Joint Health and Safety Committee.
- L15.4 In order to replace teachers who serve as Joint Affiliate Health and Safety Representatives who must be absent from teaching responsibilities in order to perform duties required by the Act, the Board will provide time for worker representatives on the Joint Health and Safety Committees as required by the Occupational Health and Safety Act.

- L15.5 The Board shall provide to the TBU President and the TBU Health and Safety Officers, all relevant health and safety information and committee recommendations for posting and filing.
- L15.6 Where a teacher knows of a hazard that may endanger the teacher or another worker, or knows of a contravention of the Occupational Health and Safety Act or the regulations, the teacher shall report to the Principal and the worker representative on the Joint Health and Safety Committee.
- L15.7 The Board shall take every precaution reasonable in the circumstances for the protection of the worker.
- L15.8 The Board shall provide to the TBU President and the TBU Health and Safety Officers, reports of lost time and/or accidents requiring medical attention pertaining to individuals governed by this contract.
- L15.9 All activities of Joint Health and Safety Committees will be governed as per the agreed guidelines established under the Occupational Health and Safety Act.
- L15.10 The Board shall provide and maintain at no cost to the teacher, personal protective equipment, clothing or devices required by the Occupational Health and Safety Act.
- L15.11 The Board shall carry out such training for teachers, supervisors and committee members as may be prescribed by the Occupational Health and Safety Act. Additional requests for training should be forwarded to the Board Health and Safety Officer for consideration.
- L15.12 The Board and the Federation agree that harassment and violence in the workplace are unacceptable behaviours and it is the responsibility of both parties to work cooperatively in promoting a harassment-free and violence-free environment. Where an investigation is required it shall be done in accordance with Board Policy.
- L15.12.1 The in-school health and safety committee's mandate will include school security.
- L15.12.2 Teachers shall have access to an emergency communications system while on supervision.

ARTICLE L16 - TEACHER EVALUATIONS (Secondary Only)

- L16.1 The Board agrees to continue its practice for teacher evaluation. The Board will consult with the Federation before making any changes to the Teacher Performance Appraisal Policy and the New Teacher Induction Program.
- L16.1.1 Performance Appraisal applies to all members of the Bargaining Unit except Occasional Teachers and Continuing Education Teachers.
- L16.1.2 Teachers who have received formal notification that their Teacher Performance Appraisal will be in the current year may indicate a preference for the semester and class in which they prefer to be evaluated. The Principal may take such requests into consideration.
- L16.1.3 A teacher shall be given at least 48 hours notice before a formal classroom observation. The formal observation may take place with less than 48 hours notice upon mutual agreement of the teacher and the administrator.

- L16.1.4 The parties agree that consideration for accommodating a teacher returning from leave because of sickness or disability will be given.
- L16.2 When the Principal, Vice-Principal or Superintendent keeps a copy of a performance appraisal for specific follow-up purposes as per the practice, the teacher will be notified in writing that the copy has been retained and the purposes for which it is being retained. This copy will be returned to the teacher in accordance with the Education Act.
- L16.3 When the Board initiates an out of cycle performance appraisal for a teacher, that teacher will be notified in writing immediately. No out of cycle performance appraisal will continue for more than two calendar years, excluding any leaves, from the date of commencement of the appraisal process. A teacher found to be satisfactory at the end of this process shall have the teacher's personnel file purged of materials that led to the out of cycle performance review five calendar years after the appraisal is signed off, if no subsequent documentation is initiated by the Board.
- L16.4 Chairs will assist teachers in their organizational unit with non-evaluative aspects of their performance appraisals under the direction of the Principal as per the Act and regulations.
- L16.5 Notwithstanding time limits for filing a grievance in the provisions of this Collective Agreement, OSSTF has the right to grieve up to the last day of the school year in which an unsatisfactory performance appraisal occurred.
- L16.6 Procedures
- L16.6.1 The school Principal is responsible for the ongoing supervision and evaluation of all teaching staff and shall ensure the completion of performance appraisals.
- L16.6.2 Although the Principal of the school is responsible and accountable for the supervision and evaluation of staff, it is expected that vice-principals be involved in the performance appraisal process as well. The role of Chairs shall be limited to that of providing assistance to the department member.
- L16.7 New Teacher Induction Program (NTIP)
- L16.7.1 The number of performance appraisals of a teacher shall be in accordance with the Education Act. These appraisals will be conducted by the Principal or the Vice-Principal. A copy of any appraisals will go to the respective teacher, a file in the school office, and a copy submitted to the appropriate superintendent for placement on file at the Education Centre.
- L16.7.1.1 If the Principal writes a development needed or an unsatisfactory appraisal of a teacher, the teacher and the Bargaining Unit President will be so informed. The Principal, with input from the Teacher, will develop a written enrichment plan which includes the following:
- Identification of what needs to be improved and a recommendation of what steps and actions the teacher should take to improve his or her performance
 - Where appropriate, assistance by the Chair, the Vice-Principal, Principal, other support persons, and/or visitations to other classrooms.
- L16.7.1.2 When a new teacher receives a performance appraisal which was rated development needed or unsatisfactory, the Board shall notify the Bargaining Unit President within three (3) school days.

- L16.7.1.3 Up to three (3) school days shall be allowed for the teacher to secure OSSTF representation, and during this time, no further discussion of the matter shall occur between the evaluator or any other agent of the employer and the teacher.
- L16.8 Teacher Performance Appraisals for Experienced Teachers
- L16.8.1 A teacher on permanent contract will normally receive one performance appraisal in the year of evaluation, once every five years. These appraisals will be conducted by a qualified principal or qualified vice-principal.
- L16.8.2 Experienced teachers who are new employees of the board shall normally receive one performance appraisal during their first year of employment with the board. Once they receive a rating of satisfactory for the appraisal, they will be placed on a five year cycle for performance appraisals.
- L16.8.3 Exceptions to the frequency of formal performance appraisals as specified in L16.8.1 may be made through the appropriate Superintendent after informing the TBU president and notification of the teacher as per L16.3.
- L16.9 Disposition of TPAs
- L16.9.1 The teacher receives every performance appraisal in accordance with the Education Act.
- L16.9.2 When a teacher transfers to another school within the system, the Principal with the file will forward the school's copy of the performance appraisal to the Principal of the receiving school.
- L16.9.3 Copies of performance appraisals for staff members on permanent contracts are kept on file in the school and at the Education Centre.
- L16.10 Unsatisfactory Appraisals
- L16.10.1 If the Principal writes an unsatisfactory appraisal of a teacher, the teacher and the Bargaining Unit President will be so informed.
- The Principal will provide the teacher with an improvement plan, with input from the teacher, that includes a written explanation of what is lacking in the teacher's performance, and sets out the recommended steps and actions the teacher should take to improve it.
- Where appropriate, the plan will identify assistance by the Chair, the Vice-Principal, Principal, other support persons, and/or visitations to other classrooms.
- L16.10.2 When a teacher receives a performance appraisal which was rated unsatisfactory the Board shall notify the Bargaining Unit President within three (3) school days.
- L16.10.3 Up to three (3) school days shall be allowed for the teacher to secure OSSTF representation, and during this time, no further discussion of the matter shall occur between the evaluator or any other agent of the employer and the teacher.
- L16.10.4 After the first unsatisfactory appraisal, another appraisal will take place within sixty (60) school days.

- L16.10.5 The Principal shall inform the teacher, in writing, that he/she has received a second unsatisfactory evaluation and that the process of 'On Review' has begun. Upon initiation of 'On Review', the same process as outlined in L16.10.1 will be followed.
- L16.10.6 A third appraisal will take place within 120 school days from the time the teacher is notified of review status.
- L16.10.7 It will be clearly identified in notification of review status that should the teacher have a third unsatisfactory appraisal, a recommendation for termination of contract will be made to the Board.
- L16.10.8 Records, in writing, will be maintained by the Principal of all recommendations, plans, visitations, etc., with the originals being kept on file and copies provided for the teacher and the Area Superintendent. The teacher will acknowledge receipt of all such correspondence by signing and dating the original copy.
- L16.10.9 Should the Board terminate the contract of the teacher, it is the responsibility of the Board to provide, where applicable, the reasons for termination.
- L16.10.10 Normally a teacher on review would not be allowed to transfer or self-declare. When a teacher on documentation transfers to another school because of being declared surplus, the present Principal shall write a summary report with recommendations which shall be forwarded through the Area Superintendent to the new Principal.
- L16.11 Appeals Process
- When a teacher has two unsatisfactory performance appraisals in a row, the Teachers Bargaining Unit reserves the right to submit a grievance up to the last day in the school year in which the second performance appraisal occurs.
- L16.12 Termination of Employment
- When a teacher leaves employment with the Board, their personnel file with recommendations shall be kept in the Education Centre for ten years.
- L16.13 PERFORMANCE APPRAISALS PROCESS FOR CHAIRS
- L16.13.1 Rationale
- The intent of a performance appraisal is to further develop the role of the Chair. The purpose of conducting a performance appraisal is to provide feedback to the person on his or her performance so that the Chair may better choose between alternatives for personal professional development.
- L16.14 Procedure
- L16.14.1 The Principal is responsible for the performance appraisal of Chairs.
- L16.14.2 Although the Principal is accountable for supervision of staff, these duties may also be delegated to the Vice-Principal.
- L16.14.3 The Role Description - Chairs will be used as a guideline to develop priorities.

- L16.14.4 Priorities will be established early in the school year and will be written.
- L16.14.5 The priorities will be arrived at through a cooperative consultative process with the Principal. A Chair will solicit input from the organizational unit staff.
- L16.14.6 Prior to the end of the school year, the Principal and a Chair will meet to review the priorities for the past year. The Principal will initiate the meeting.
- L16.14.7 The Principal and each Chair will cooperatively develop a written performance appraisal at least once every three years.
- L16.14.8 The format for the performance appraisal will be developed by the persons involved in the process to fit the needs of the people, the individual school and the organizational unit.
- L16.14.9 The Chair receives every performance appraisal written by the Principal.
- L16.14.10 If the Principal has made specific recommendations for improvement, the Principal may wish to keep a copy of a performance appraisal in order to facilitate the necessary follow-up activities. If this is the case, the Principal will inform the Chair that a copy is being kept for future reference.
- L16.14.11 If the Principal is not satisfied with the performance of the Chair and intends to proceed with documentation for competence, the Chair will be so informed, in writing, with a copy to the appropriate superintendent.
- L16.15 Disposition of Chair Performance Appraisal
- L16.15.1 No copy of the performance appraisal for a Chair is made or kept on file in the school or at the Education Centre unless a Chair is involved in one of the situations described in L16.14.10 or L16.14.11 above.
- L16.15.2 When the follow-up activities referred to in L16.14.10 have been satisfactorily concluded and a Chair has responded to the recommendations for improvement, all copies of performance appraisals which had been retained by the Principal will be returned to the Chair.
- L16.15.3 Should a Chair, involved in one of the situations described in L16.14.10 or L16.14.11 above, transfer to another school within the system, the Principal will forward all copies of performance appraisals on file to the appropriate superintendent. The superintendent will be responsible for delivering the file to the new Principal and informing another superintendent if the transfer involves a new area. Likewise, should the Principal of the school leave for any reason, all documentation will be forwarded to the appropriate superintendent.

ARTICLE 17 – COMMITTEES (Secondary Only)

- L17.1 Any member of the TBU who is asked to serve on any Teacher-Board Committee and who accepts must have the approval of the TBU President before standing as a member of any committee. Such approval shall be given within five school days.
- L17.2 If meetings of any Teacher-Board Committee (other than the negotiation committee) are called by the Board during the school day, all reasonable attempts to arrange for an occasional teacher will be made to cover the classes of teachers involved at no cost to the Federation.

L17.3.1 To facilitate a fruitful exchange of ideas between the Board and the secondary school teachers, an Education Committee shall be maintained.

This Joint Committee shall meet on mutually agreeable dates at the request of either party.

This Joint Committee shall consist of an equal number of Teachers as appointed by the local Federation and of Board representatives to a maximum total number of eight (8).

This Joint Committee shall concern itself with the following:

L17.3.1.1 Conditions of work for quality teaching, e.g.

- Maximum number of students per classroom;
- Teacher's assistants;
- The number of non-teaching periods per week;
- Adequate secretarial assistance;
- Pupil/Teacher ratio;
- Offices and storage space;
- Improved communications with the Board Office, etc.

L17.3.1.2 Consultations with teachers with regard to new school buildings, extensions to existing buildings, and renovations to them.

L17.3.1.3 In-service Teacher Training.

L17.3.1.4 Implementations of new teaching techniques.

L17.3.1.5 Any other matter of any other nature designed to improve the teaching-learning situation in the Secondary School system.

L17.4.1 The Teacher-Board Education Committee shall appoint a sub-committee on staff allocation by September 30, and maintain such a sub-committee from year to year to manage the staffing requirements of the secondary system and to allocate the system's "minimum eligible course obligations" for classroom teachers and the FTE Guidance and Library teachers to each secondary school.

L17.4.2 The sub-committee shall be comprised of equal representation from the Board and the Bargaining Unit.

L17.4.3 The sub-committee shall:

L17.4.3.1 Review, as soon as feasible after the release of Ministry school board funding but no later than April 30th, the total complement of secondary system teaching personnel needed for the following year in accordance with Article L10.2;

L17.4.3.2 Calculate the "minimum eligible course obligations" for the secondary system's classroom teachers in accordance with Section 170.2(2.1) of the Education Act and applicable Regulations, and allocate to each school its share of the "minimum eligible course obligations" for all of its secondary classroom teachers.

- L17.4.3.3 Review the number of FTE staff, from those allocated to the school in accordance with Article L17.4.3.2 above, to be allocated to non-credit programs in Special Education;
- L17.4.3.4 Review the number of FTE teachers to be assigned in each of Guidance and Library and shall allocate to each school its share of the system FTE in each of these areas;
- L17.4.3.5 Have the right to review the application of surplus and redundancy procedures and ensure that procedures are properly followed;
- L17.4.3.6 Publish and distribute its calculations to all In-School Staffing Committees and shall meet with one or all of them, if required, to review each school's share of the system's secondary staff.
- L17.4.4 In-School Staffing Committee
- L17.4.4.1 An In-School Staffing Committee shall be established and maintained from year to year in each secondary school.
- L17.4.4.2 An In-School Staffing Committee shall be comprised of the following:
- For the Federation:
- the OSSTF Branch President or designate from the Branch Executive
 - the Branch Collective Bargaining Representative or designate from the Branch Executive
- For the Board:
- the Principal; and
 - a Vice-Principal
- L17.4.4.3 The Federation members of the Committee will act as an advisory body to review the staffing of the school upon being allocated staff by the superintendent responsible for staffing secondary schools. The committee will assist with verifying in-school data and materials pertaining to the staffing of the school for that school year and the following school year.
- L17.4.4.4 The Committee shall review the allocation to the school of the secondary system's "minimum eligible course obligations" for classroom teachers, including non-credit Special Education classroom teachers, as well as the allocations to Guidance, Library and Special Education Support teachers for the school year and will provide feedback to the Teacher-Board Education sub-committee on the matter.
- L17.4.4.5 The Committee will provide input to the Principal with respect to the allocation of the school's "minimum eligible course obligations" to each classroom teacher.
- L17.4.4.6 The Committee will review the method of staffing the school during the school year, including surplus and redundancy declarations, transfers, and hiring to vacancies.
- L17.4.4.6.1 The committee will receive the appropriate information in order to provide input into the staffing process.

- L17.4.4.7 The Committee will meet regularly and report to the Teaching Staff a minimum of once per semester.
- L17.4.4.8 Nothing in this Article precludes the Principal from seeking input from Chairs, individually or as a group of Chairs, on staffing needs in the school.
- L17.4.5 System Joint Staffing (SJS) Committee
 - L17.4.5.1 The SJS Committee will be comprised of the appropriate superintendent responsible for secondary staffing and up to two members from the Board and the Teachers' Bargaining Unit President, Chief Negotiator (or Grievance Officer), and up to one other member from the bargaining unit.
 - L17.4.5.2 The SJS Committee shall perform the following duties:
 - L17.4.5.2.1 Review, monitor and make recommendations regarding working conditions of teachers including alternative professional assignments.
 - L17.4.5.2.2 Establish a system for tracking and reporting the monthly utilization of alternative professional assignments.
 - L17.4.5.2.3 As part of its advisory process, the SJS Committee will make recommendations to support student success while complying with the collective agreement.
- L17.5 Professional Development Advisory Committee
 - L17.5.1 The Board and the Teachers' Bargaining Unit shall form a joint advisory committee on professional development. The goal of the committee is to ensure that professional development is reflective of the board and teachers' need to improve student achievement and to further enhance professional practice.
 - L17.5.2 The committee shall consist of an equal number of teachers as appointed by the Teachers' Bargaining Unit President and of Board representatives to a maximum of four (4) members in total.
 - L17.5.3 The committee shall meet a minimum of two (2) times per year.

***Articles L18 to L26 apply to A&CE Teachers Only**

**ARTICLE L18 - SENIORITY, PROBATION, LAYOFF, RECALL AND TERMINATION
(A&CE Teachers Only)**

- L18.1 SENIORITY
 - L18.1.1 A&CE Teachers shall accrue seniority from the date of hire into a permanent position or after 24 continuous calendar months (including summer, Christmas and March break inactive periods) in an occasional position. After 24 consecutive months in an occasional position, the A&CE Teacher shall be considered permanent and their seniority shall be backdated to the date of the original appointment. A Long Term Occasional A&CE Education Teacher who obtains a permanent position while in an occasional position with no break in service with the Board, shall have their seniority back dated to the start of the LTO assignment.

- L18.1.2 Seniority provisions for A&CE Teachers shall be distinct from seniority provisions for secondary school teachers employed by the Lakehead District School Board under the Teachers' Bargaining Unit, District 6A, and such seniority shall not be impacted by the amalgamation of the A&CE Teachers Bargaining Unit and the Teachers' Bargaining Unit, District 6A.
- L18.1.3 Seniority rights shall be determined by continuous employment with Lakehead District School Board in this bargaining unit as per L18.1.1.
- L18.1.4 Should two or more A&CE Teachers of this bargaining unit experience the same date of hire into a permanent position within the Bargaining Unit, the tie shall be broken in the following priority order:
- aggregate experience within the Bargaining Unit (i.e. the member with the most bargaining unit experience calculated using only permanent, LTO or term position experience shall be considered most senior)
 - prior related experience as recognized under article L22
 - by lot
- The Bargaining Unit President or designate shall be present when a tie is broken by lot.
- L18.1.5 The Board shall post the seniority list by January 31st of each year at the Adult Education Centre. Should the list reflect a change in information from the previous year, the A&CE Teacher shall have thirty (30) days to appeal. Any appeals shall be made in writing to the Board with a copy to the Bargaining Unit President or designate. The Board shall review any appeals with the President of the Bargaining Unit or designate. A revised seniority list, if needed, shall be made available within thirty (30) working days of an appeal.
- L18.2 Probationary and Trial Period
- L18.2.1 The probationary period shall be sixty (60) working days commencing with the first date of placement into a permanent position within the Bargaining Unit. The above probationary period may be extended with the mutual consent of the Bargaining Unit and the Board. A Term or Long Term Occasional A&CE Teacher who obtains permanent status shall commence his/her probationary period effective the first date employed in a permanent position. The A&CE Teacher shall receive written notification from the Board upon the completion of the A&CE Teacher's probationary period.
- L18.2.2 For each new placement for which the A&CE Teacher has no experience in the position, a thirty (30) working day trial period may be exercised by the Board upon written notification to the A&CE Teacher. An extension of a further thirty (30) working day trial period may be exercised by the Board upon written notification to the A&CE Teacher. Failure of the trial period(s) shall result in the A&CE Teacher being declared surplus to the position and the surplus procedure in L18.3 shall be implemented.
- L18.2.3 For the A&CE Teacher transferred from one position to another in the bargaining unit, the Board shall provide appropriate training if the employer deems it necessary.
- L18.3 Layoff/Surplus Procedure
- L18.3.1 Seniority will be maintained and accumulated during any layoff period as defined in L18.4.1.

- L18.3.2 Surplus applies only to permanent A&CE Teachers whose positions have been eliminated or reduced.
- L18.3.3 An A&CE Teacher declared surplus will be given the opportunity to displace an A&CE Teacher who has less seniority, provided that the A&CE Teacher has the qualifications to perform the duties.
- L18.3.4 An A&CE Teacher declared surplus and who cannot displace a less senior A&CE Teacher, or the least senior A&CE Teacher(s) who has no available position, shall be laid off and placed on recall.
- L18.4 Recall
- L18.4.1 Recall rights to a permanent position will be in effect for thirty-six (36) calendar months from the effective date of layoff from a permanent job position.
- L18.4.2 An A&CE Teacher shall have the right of refusal to two recalls to a permanent job vacancy during the period of layoff as defined in L18.4.1. It is understood however, that should no senior A&CE Teacher accept an offer of recall under these two options that the least senior A&CE Teacher must accept the position or shall be deemed to have resigned. In accordance with L18.4.5 and on the third offer of recall, an A&CE Teacher must accept or shall be deemed to have resigned, in which case the Board shall fill the position externally.
- L18.4.3 After the layoff period as defined in L18.4.1 or after an A&CE Teacher's recall rights have been exhausted under L18.4.2 the Board shall have no responsibilities to the individual who is in a layoff position.
- L18.4.4 An A&CE Teacher on recall shall be placed into an available A&CE position in order of seniority as defined in L19.1.1, provided the A&CE teacher has the qualifications to perform the duties.
- L18.4.5 Should a permanent vacancy occur, the Board shall offer the position to the most senior qualified A&CE teacher on the recall list.
- L18.4.6 It is the A&CE Teacher's responsibility to keep a current mailing address, work email address, telephone number and educational upgrades on file with Human Resources of the Lakehead District School Board.
- L18.4.7 Any A&CE Teachers on layoff shall be offered, based on seniority, any and all vacant term and/or occasional work provided that the A&CE Teacher has the qualifications to perform the duties, prior to such work being offered to other A&CE Teachers or externally. Pay for such work shall be based on the corresponding occasional or term rate and not at the Continuing Education Teachers' current grid step.
- L18.5 Retention, Loss
- L18.5.1 Termination of employment by the A&CE Teacher will terminate seniority within this Bargaining Unit with the Lakehead District School Board.
- L18.5.2 Should an A&CE Teacher refuse a third assignment, in accordance with clause L18.4.2 their employment will be terminated and they shall lose all seniority.

- L18.6 Termination
- L18.6.1 An A&CE Teacher may terminate employment with the Board at any time with two weeks written notice. Termination of employment with less than two weeks written notice shall require the mutual consent of the Board.
- L18.6.2 Should the Board elect to discontinue its A&CE Program or part thereof, then each A&CE teacher terminated, consistent with the seniority provisions of this collective agreement, shall receive notice or pay-in-lieu of notices per the Employment Standards Act.
- L18.6.3 Should the Lakehead Adult Education Centre and or the programs associated with its operation cease, the following enhanced severance package shall be extended to all A&CE teachers that are actively on staff and who are negatively impacted through job loss. A&CE teachers actively on staff shall receive severance payments in accordance with the Employment Standards Act of Ontario. In calculating the pay associated with this severance payment the multiple used shall be one and one half (1 ½) weeks for each year of service.

ARTICLE L19 – STAFFING (A&CE Teachers Only)

- L19.1 Staffing – General
- L19.1.1 All A&CE positions will be staffed based on seniority, qualifications, and availability of positions, except in cases of layoff where the provisions of Article L18.3 apply. Positions classified as Adult Day will be staffed first, and in order of seniority and qualifications. If there are no available Adult Day position(s), permanent A&CE Teachers will be staffed into a Continuing Education position for which they are qualified. Qualifications will continue to be those used on current job postings for all A&CE positions, including requiring an O.T.C. as a minimum level. The Board will not alter the qualifications required to perform existing jobs of the Bargaining Unit without prior consultation with the Federation.
- L19.1.2 Any A&CE Teacher who holds an Adult day position based on seniority and qualifications may request, in writing, to be placed in a Continuing Education position, without loss of position or seniority.
- L19.1.3 It is understood that the school year runs from September to June as stipulated in Ministry memoranda and regulations for both Adult Day and Continuing Education positions within A&CE programming. Other Continuing Education positions, including summer, may have different start dates, end dates and duration according to specific programming needs and funding.
- L19.1.4 The Bargaining Unit President will be informed of September staffing assignments prior to tentative assignment notifications being given out to A&CE Teachers on June 1st. Any changes will be conveyed in writing (which may include an email) to the A&CE Teachers and the Bargaining Unit President.
- L19.1.5 Throughout the school year, the Board shall make reasonable efforts to inform A&CE Teachers of their teaching assignments a minimum of one week in advance of the start of each teaching session.
- L19.1.6 In the event that staff reorganization is required the Board agrees to consult with the Bargaining Unit President prior to such.

- L19.1.7 A&CE Teachers will not be replaced, laid off, nor shall the Board refuse to call in or recall an A&CE Teacher owing to the use of any of the following: volunteers, co-op students, Faculty of Education students, replacement workers or persons on government funded programs.
- L19.2 Permanent Vacancies
- L19.2.1 Subject to Article L18, Layoff and Recall, when a permanent position becomes vacant or a new position is created, the Board shall post the vacancy for five (5) working days. Term Positions that are less than half-time do not require posting, if they can be filled internally.
- L19.2.2 Vacancies that occur during the months of July and August shall be posted at the beginning of the work year in accordance with clause L19.2.1.
- L19.2.3 Members of the Bargaining Unit who have applied for the vacancy shall be given first consideration for vacancies that have been posted. In filling vacancies under this article, the Board shall base its decision according to Article L19.1.1. This clause shall not prevent the Board from advertising externally, in conjunction with the internal posting.
- L19.2.4 The Board reserves the right to advertise externally any vacancies occurring during the months of July and August to expedite the filling of a position vacancy, after the internal posting period.
- L19.2.5 Where a qualified internal candidate has applied for the vacancy under L19.2.2 the employee shall have the right to placement in the vacancy subject to seniority.
- L19.3 Occasional Vacancies
- L19.3.1 Occasional vacancies are created by the absence of permanent A&CE Teachers.
- L19.3.2 Following any staffing re-organization required by the manager or designate, Long-Term Occasional vacancies (known to be three (3) months or more) shall be posted for five (5) working days.
- L19.3.3 Short-Term vacancies (less than three (3) months) shall not require posting.
- L19.3.4 The Board is required to post the initial occasional vacancy only, but not any subsequent vacancies resulting there from.
- L19.4 Summer Program
- L19.4.1 Should the Board decide to offer A&CE summer programming, permanent A&CE Teachers of the Bargaining Unit shall be given the opportunity to work in Continuing Education summer positions during the months of July and August. The Board shall post available opportunities by May 1st for five (5) working days. The Board shall offer the work, in the following sequence, to:
- Permanent A&CE Teachers of the Bargaining Unit in order of seniority, who were employed in the immediately preceding summer program, subject to the A&CE teacher having the qualifications to perform the duties.
 - Other permanent A&CE Teachers of the Bargaining Unit, in order of seniority, provided the A&CE Teacher has the qualifications to perform the duties.

- Other A&CE Teachers of the Bargaining Unit in Term or Occasional positions actively employed in A&CE programming within the same school year, provided the A&CE Teacher has the qualifications to perform the duties.

If the positions cannot be filled by permanent A&CE Teachers and/or other A&CE teachers actively employed in Term or Occasional positions within the same school year, the Board will then post the positions for five working days to Occasional Teachers on the A&CE supply list and externally.

L19.4.2 The Board shall provide the following compensation to A&CE Teachers employed in the summer A&CE program:

- Pay the A&CE Teacher the appropriate Continuing Education position grid step hourly rate as per article L22.1.
- Pro-rate full-time marking calculations based upon summer hours of work compared to regular program hours of work.
- Pay a minimum of two hours per week to A&CE Teachers who are hired on a fee-for-services basis in addition to the amount earned under the marking calculations formula.
- A&CE Teachers employed in the summer program will be allowed to carry over and use their unused emergency sick leave days during this period.

ARTICLE L20 – EXTERNAL VACANCIES (A&CE Teachers Only)

- L20.1 An A&CE Teacher who is currently on the Secondary Teachers' pool hiring list shall be given an interview when the pool is renewed, provided they submit a completed application package within the timelines.
- L20.2 An A&CE Teacher shall be considered for an interview for the Secondary Teachers' Pool Hiring List when the pool is renewed, provided they have submitted a completed application package.

ARTICLE L21 – BENEFITS (A&CE Teachers Only)

[A&CE Occasional Continuing Education Teachers employed for fewer than twelve months shall be paid vacation pay and statutory holidays in accordance with the Employment Standards Act]

Note: Information regarding Absence for Personal Illness or Injury can be found in Part B (Article L8) and Part A (C9) of this collective agreement.

L21.1 Ontario Teacher's Certificate Recognition

A recognition allowance in addition to grid salary of \$563 per year will be paid to A&CE Teachers in Continuing Education positions who hold an Ontario Teacher's Certificate. The allowance will be prorated for Teachers working less than 28.25 hours per week and/or less than a full school year. The allowance shall be paid in two equal installments, one in the last pay prior to Christmas and one in the last pay prior to the end of the school year. For Teachers in Term Positions, the prorated allowances shall be paid in one lump sum at the end of each term.

The allowance is subject to the same percentage increase as wages, as per central terms.

Sept 1, 2019 - Aug 31, 2020 - \$569

Sept 1, 2020 - Aug 31, 2021 - \$575

Sept 1, 2021 - Aug 31, 2022 - \$581

L21.2 Statutory Holidays

An A&CE Teacher staffed in a Continuing Education position will receive holiday pay equivalent to their daily rate of pay for each of the following statutory holidays, provided the Continuing Education Teacher works on the work day immediately preceding and on the work day immediately following the holiday:

New Years' Day	Civic Holiday (August)
Good Friday	Labour Day
Easter Monday	Thanksgiving
Victoria Day	Christmas
Canada Day	Boxing Day
Family Day	

In addition, effective August 31, 2008, A&CE Teachers staffed in Continuing Education positions shall be entitled to two floating holidays to be scheduled by the Board during the Christmas break. Such floating holidays shall be in lieu of Heritage Day and Remembrance Day.

L21.3 Vacation Pay

L21.3.1 All A&CE Teachers staffed in Continuing Education positions shall be entitled to vacation pay of salary/wages earned, in accordance with the vacation pay chart in L21.3.3 below.

L21.3.2 Vacation earnings will be paid out on each pay through direct deposit.

L21.3.3 Vacation Pay Chart

Years of Service*	Percentage of Pay
0 - 1	4
2 - 8	6
9 - 15	8
16 - 24	10
25 and over	12
* Based on full year (10 - 12 months) of service (anniversary date)	

L21.4 Mileage

L21.4.1 No A&CE Teacher shall be required or requested to transport students.

L21.4.2 Mileage shall be paid according to existing Board policy. (See "Allowance for Use of Personal Vehicles Procedures 3070").

ARTICLE L22 – SALARIES AND ALLOWANCES (A&CE Teachers Only)

L22.1 Salary Grids

Permanent and Term A&CE Teachers-Adult Day positions:

September 1, 2019 to August 31, 2020

CATEGORY	Group 1	Group 2	Group 3	Group 4
0	29.94	30.63	32.96	35.67
1	33.02	33.02	34.98	37.86
2	35.60	35.60	37.01	40.04
3	38.10	38.10	39.04	42.24
4	40.65	40.65	41.06	44.43
5	43.40	43.40	43.40	46.61
6	45.75	45.75	45.75	48.81
7	48.33	48.33	48.33	50.99
8	49.19	49.19	49.19	53.18
9	49.19	49.19	51.20	55.37
10	50.06	50.06	53.22	57.56
11	50.06	50.06	55.25	59.75

September 1, 2020 to August 31, 2021

CATEGORY	Group 1	Group 2	Group 3	Group 4
0	30.24	30.94	33.29	36.02
1	33.35	33.35	35.33	38.23
2	35.95	35.95	37.38	40.44
3	38.48	38.48	39.43	42.66
4	41.05	41.05	41.47	44.87
5	43.83	43.83	43.83	47.08
6	46.20	46.20	46.20	49.29
7	48.81	48.81	48.81	51.50
8	49.69	49.69	49.69	53.71
9	49.69	49.69	51.71	55.93
10	50.56	50.56	53.75	58.14
11	50.56	50.56	55.80	60.35

September 1, 2021 to August 31, 2022

CATEGORY	Group 1	Group 2	Group 3	Group 4
0	30.54	31.25	33.62	36.38
1	33.69	33.69	35.69	38.62
2	36.31	36.31	37.76	40.85
3	38.87	38.87	39.82	43.08
4	41.47	41.47	41.89	45.32
5	44.27	44.27	44.27	47.55
6	46.67	46.67	46.67	49.79
7	49.30	49.30	49.30	52.02
8	50.18	50.18	50.18	54.25
9	50.18	50.18	52.22	56.49
10	51.07	51.07	54.29	58.72
11	51.07	51.07	56.36	60.96

Permanent and Term A&CE Teachers – Continuing Education positions:

September 1, 2019 to August 31, 2022

	Sept. 1, 2019	Sept. 1, 2020	Sept. 1, 2021
Step 1	\$27.99	\$28.27	\$28.55
Step 2	\$30.32	\$30.62	\$30.93
Step 3	\$32.68	\$33.01	\$33.34
Step 4	\$34.98	\$35.33	\$35.68
Step 5	\$37.31	\$37.68	\$38.06
Step 6	\$39.84	\$40.24	\$40.64
Step 7	\$42.01	\$42.43	\$42.85
Step 8	\$44.37	\$44.81	\$45.26

Occasional A&CE Teachers:

September 1, 2019 to August 31, 2022

	Sept. 1, 2019	Sept. 1, 2020	Sept 1, 2021
Short Term Occasional	\$25.68	\$25.94	\$26.20
Long Term Occasional	\$27.99	\$28.27	\$28.55

- L22.1.1 The Occasional Teacher replacing a A&CE Teacher on leave shall be paid at the Short Term Occasional hourly rate on the grid. On the twelfth (12th) consecutive day worked, the Occasional Teacher who is replacing the A&CE Teacher on leave shall be paid at the Long Term Occasional hourly rate retroactive back to the start of the assignment.
- L22.1.2 A&CE Teachers in an Adult Day school position shall be placed on the Adult Day School Grid in accordance with the classification process as described in Article L6.

L22.1.3 A&CE Teachers in Continuing Education positions will have each full year of their teaching experience in an educational institute, deemed acceptable by the Board, recognized for the purpose of placement on the Continuing Education salary grid. It is the sole responsibility of the teacher to provide satisfactory proof of experience to the Board, in writing. If the A&CE Teacher staffed in a Continuing Education position does not have any experience, they shall begin at Step One of the Continuing Education Grid and move to the next step every September of employment.

L22.1.4 A&CE Teachers staffed in Continuing Education Self-study positions will be paid according to Article L22.1.

- A full- time assignment for an A&CE teacher staffed in a Self-study position is 103 lessons per week.
- Exams, including PLAR assessments, shall be counted towards the quota.
- The A&CE Manager will meet with the appropriate A&CE teaching staff as requested by either party to monitor and make internal adjustments in regards to the following:
 - Total volume of lessons
 - Ebb and flow of lessons
 - Other related matters.
- Extra marking in excess of 103 lessons per week for full-time (1.0) and 51.5 lessons per week for half-time (.5) will be paid out twice yearly (once in December the week before the Christmas break, and again at the end of the school year, in June) at the rates listed below:

Sept 1, 2019 - Aug 31, 2020 \$5.66/paper
 Sept 1,2020 - Aug 31, 2021 \$5.72/paper
 Sept 1,2021 – Aug 31, 2022 \$5.78/paper

- A&CE Teachers in Continuing Education Fee for Service Self-study positions will be required to enter timesheets weekly for all lessons.
- The Board will make adjustments to designated Continuing Education Self-study positions as required, after consultation with the Federation.

Example Marking Calculations

FULL TIME Self-Study Continuing Education Position (1.0) 28.25 hours per week 103 lessons	HALF TIME Self-Study Continuing Education Position (.5) 14.125 hours per week 51.5 lessons
# of lessons to be marked	# of lessons to be marked
5 days = 103	5 days = 51.5
4 days = 82	4 days = 41
3 days = 62	3 days = 31
2 days = 41	2 days = 20.5
1 day = 21	1 day = 10.5

L22.1.5 Paid Staff Meeting

A&CE Teachers shall receive one paid hour for all staff meetings, if the meetings are held outside the A&CE teachers scheduled work hours.

L22.1.6 Teacher-In-Charge

A member of the Bargaining Unit may be assigned by the Board to be a Teacher-in-Charge for absences of one half day or greater. The Teacher-in-Charge shall be paid a premium of \$33 per day in addition to the teacher's normal rate of pay plus the teacher's hourly rate for any additional time assigned over and above the teacher's normal working hours. Where possible, an Occasional Teacher shall be hired to replace the teacher assigned to be a Teacher-in-Charge.

L22.1.7 All full time A&CE teachers shall be employed a minimum of twenty-eight and a quarter (28.25) hours per week, including a minimum of 45 minutes per week of unassigned time.

A&CE Teachers in full-time Continuing Education Self-study positions shall allocate their hours of work as follows:

- Time in the classroom – 45%
- Time out of the classroom for marking – 55%

L22.2 Course Development Remuneration

L22.2.1 When course development is required by the principal or designate, qualified A&CE Teachers will be offered the work on a fee for service basis. Such offers will be equitably distributed amongst qualified A&CE Teachers. Course development work will be offered to persons outside the bargaining unit only if qualified A&CE Teachers are either unavailable or unwilling to accept it.

ARTICLE L23 - PROFESSIONAL ACTIVITY (A&CE Teachers Only)

L23.1 The Board shall provide information to the A&CE Teachers and the Bargaining Unit President about Board sponsored workshops, courses, and curriculum meetings. A&CE Teachers may participate on avoluntary basis subject to availability of space and supervisor approval. Should the workshop, course, or meeting take place during the regular workday, where possible, an Occasional Teacher shall be hired to replace the A&CE Teacher who chooses to participate.

ARTICLE L24 – PAYDATES (A&CE Teachers Only)

L24.1 Salary shall be paid according to the schedule published annually by payroll. Timesheets must be received by the payroll department as set out in this schedule.

ARTICLE L25 - PERFORMANCE APPRAISAL (A&CE Teachers Only)

L25.1 In the event that A&CE Teacher evaluations are carried out, the evaluation shall be placed in the Teacher's personnel file at the Board Office. A copy of the evaluation shall be provided to the A&CE Teacher.

ARTICLE L26 – RELATIONS COMMITTEE (A&CE Teachers Only)

- L26.1 The Labour Management Committee shall be composed of two (2) members representing the Administration and two (2) members representing the Bargaining Unit.
- L26.2 Meetings shall be held at the request of either Party.
- L26.3 The Committee shall discuss conditions of employment and any other matter that is a concern to the teachers or to the Board.

APPENDIX A - BENEFITS SUMMARY

This is a summary only. For further information call the Benefits Clerk at the Board Office.

Long Term Disability

- 1 Eligibility - Continuous disability for six months.
- 2 Monthly benefit - 70% of pre-disability monthly earnings to a maximum of \$5,300 per month.
- 3 During rehabilitation programs Long Term Disability benefits will be reduced by only 50% of your rehabilitative earnings.
- 4 Reoccurrence of the same disability within a six month period will be treated as the original disability. After six months it will be treated as a new disability.
- 5 During disability Basic and Optional Group Life continues and premium contributions are waived.
- 6 L.T.D. claimants must participate in L.T.D. rehabilitation programs, subject to appropriate medical approval.

Group Life

- 1 During L.T.D. Disability:
 - 1.1 No cost in premium.

APPENDIX B – PREGNANCY/PARENTAL LEAVES AND BENEFITS

This chart highlights the Employment Insurance Benefits and the Employment Standards Act regarding benefits for parents. If you contemplate accessing any of the benefits below, contact Human Resources for clarification. The chart below is meant as a guide and is not to be considered definitive.

FEDERAL (Employment Insurance Act)	ONTARIO (Employment Standards Act)	TOTAL BENEFITS
<ul style="list-style-type: none"> • two week waiting period (no E.I. benefits) • up to 15 weeks of E.I. maternity benefits for biological mother • up to 35 weeks of EI parental benefits • parental benefits are for biological or legally recognized parents • parental benefits can be shared by both parents • parent must have had 600 hours of insurable earnings during their qualifying period 	<ul style="list-style-type: none"> • allows up to 17 weeks of pregnancy leave for birth parent • up to 35 weeks of parental leave for the birth mother following pregnancy leave or up to 37 weeks of parental leave for parents not taking or entitled to pregnancy leave • parental leave is for natural or adoptive parents (a person recognized as the child's legal parent on the birth certificate) • both parents are eligible including same sex couples • must have been hired by employer at least 13 weeks before due date • employee must give at least 2 weeks written notice prior to taking pregnancy or parental leave • If the employer requests it, the birth mother must provide a certificate from a medical practitioner stating the baby's due date • seniority accumulates during the leave • employer will continue to pay its share of the parent's benefit premiums if the parent continues to pay his/her share • employee may return to work earlier than initially reported with four weeks written notice. 	<ul style="list-style-type: none"> • benefits are the lesser of 55% of average insurable weekly earning or the maximum established by E.I. • E.I. pays for 15 weeks following waiting period • mother and father may SHARE up to a combined total of 35 weeks of E.I. benefits at the lesser of 55% of salary or maximum established by E.I. • benefit plans including vision, extended health, pension plans, life insurance, and dental will be maintained if the employee continues to pay his/her portion of the benefit premiums • See the Supplemental Employment Benefits Plan (SEB) below.

Letter of Understanding

between the

Lakehead District School Board

and the

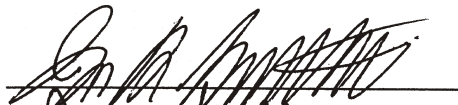

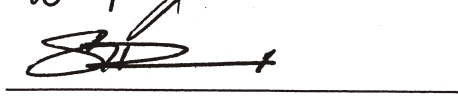
OSSTF Education Act Bargaining Unit, Thunder Bay, District 6A

RE: Monitoring Timetables and Workload of Teachers Assigned to Multiple Work Sites

The System Joint Staffing Committee will review and monitor the timetables of teachers assigned to more than one work site (number of work sites per day/semester/school year to which a teacher is assigned and travel between work sites and lunch/break allowance and supervision duties).

Dated: May 29/05


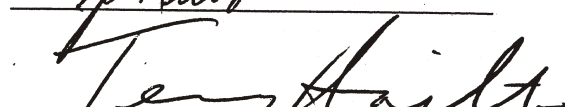

For the Board







For the Federation





Letter of Understanding

between the

Lakehead District School Board

and the






OSSTF Education Act Bargaining Unit, Thunder Bay, District 6A

RE: Teacher Performance Appraisals

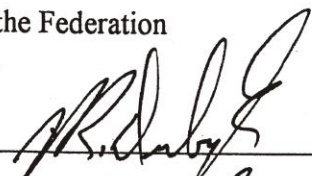
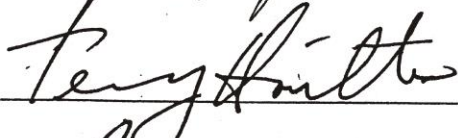
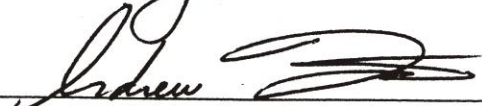


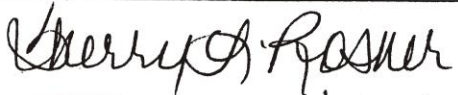

The Board agrees to consult with the Union prior to implementing changes to the current Teacher Performance Appraisal System.

Dated: April 13, 2005

For the Board


Joseph M. M. M.

Deane Zahleida

B. D. I.

Len MacLach

Tish Ylora

For the Federation


R. D. A. G.

Terry Smith

Andrew

L. Wills

Pam

Cheryl A. Rosner

Ruth Kirkham

Letter of Understanding
Between
The Lakehead District School Board
And
O.S.S.T.F. District 6A on behalf of its
Continuing Education Teachers'

Re: Performance Appraisals

The Board agrees to consult with the Bargaining Unit prior to implementing any changes to the Performance Appraisal procedures.

It is understood that Bargaining Unit members shall not provide input regarding the performance on other O.S.S.T.F. members.

Letter of Understanding

Between

The Lakehead District School Board

And

O.S.S.T.F. District 6A on behalf of its

Continuing Education Teachers

Re: Hours of Work

It is understood that members of the Continuing Education Bargaining Unit who hold multiple positions within the Board environment shall not work more than a maximum of forty-four (44) hours of work per week.

It is further understood that should the Employment Standards Act of Ontario change the maximum hours of work permitted, the hours reflected above shall be altered accordingly.

A member of the Continuing Education Teachers' Bargaining Unit will be eligible to be considered for additional employment elsewhere within the Lakehead District School Board Subject to:

- a. The total hours of employment with the Lakehead District School Board does not exceed 44 hours per week.
- b. The additional employment does not require the Manager of Continuing Education to reschedule timetable in order to accommodate the member.

LETTER OF UNDERSTANDING

between

THE LAKEHEAD DISTRICT SCHOOL BOARD (the "Board")

and the

TEACHERS' BARGAINING UNIT, OSSTF DISTRICT 6A THUNDER BAY
(the "Federation")

RE: Teacher Exposure to Incidents of Violence and Harassment in the Workplace

The Board and the Federation agree to the formation of a working group to discuss, develop and ensure a consistent process to support teachers who have been exposed to violence or harassment in the workplace.

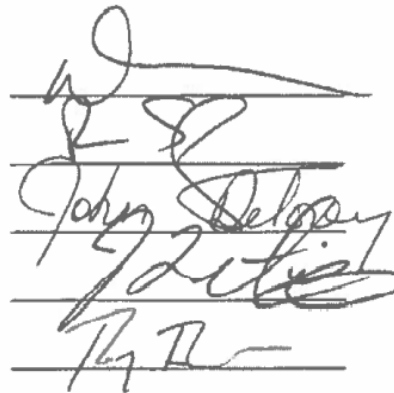
The working group will consist of equal numbers of Board and Federation representatives. At a minimum, one Federation representative from each of the Secondary sites and LAEC, as well as an Occasional Teacher representative shall serve on the committee. The working group shall be formed and its mandate completed by June 25, 2021.

Dated: Oct 30, 2020

For the board:

The image shows five handwritten signatures in black ink, stacked vertically on a set of horizontal lines. The signatures are somewhat stylized and overlapping.

For the Federation

The image shows five handwritten signatures in black ink, stacked vertically on a set of horizontal lines. The signatures are more legible than those of the Board, with some names like 'John Delaney' and 'John' being partially visible.

**APPENDIX II – DOES NOT FORM PART OF THE CENTRAL TERMS OF THE
COLLECTIVE AGREEMENT**

**IN THE MATTER OF COLLECTIVE BARGAINING
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

MEMORANDUM OF UNDERSTANDING #1

BETWEEN:

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION
("OSSTF")**

AND

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
("OPBSA")**

COLLECTIVELY "THE PARTIES"

AND

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF
EDUCATION**

("THE CROWN")

RE: Average Class Size

The Parties agree that representatives of the Crown shall recommend to the Lieutenant Governor in Council that Ontario Regulation 132/12 (Class Size) shall contain the following class size requirements for the 2020-21 and 2021-22 school years:

Grades 9 to 12 - The average class size, excluding E-Learning classes, shall not exceed 23.

**IN THE MATTER OF COLLECTIVE BARGAINING
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

MEMORANDUM OF UNDERSTANDING #2

BETWEEN:

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION
("OSSTF")**

AND

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
("OPBSA")**

COLLECTIVELY "THE PARTIES"

AND

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF
EDUCATION**

("THE CROWN")

RE: E-Learning

Graduation requirement:

The Parties acknowledge the Ministry of Education's intention and authority to establish a new graduation requirement for the cohort of students entering grade 9 in 2020-21, which would require high school students to complete two (2) mandatory E-Learning credit courses in order to graduate.

Overview:

Representatives of the Crown shall recommend to the Lieutenant Governor in Council that a regulation be made setting out a maximum average class size of 30:1 for E-Learning credit courses in the 2020-21 and 2021-22 school years. The Ministry of Education may recommend other regulations or requirements for E-Learning credit courses, and/or develop policies, protocols and procedures pertaining to E-Learning credit courses.

A regulation and/or Policy Program Memorandum (PPM) shall recognize parents'/guardians' right to exempt their child(ren) from the mandatory E-Learning program, and the right of students who have reached the age of 18 to exempt themselves. Exemptions to this requirement are intended to accommodate individual student learning needs, including students with special education needs and/or low credit accumulation, students who have issues with access to technology and reliable broadband connectivity, and newcomers to Ontario who enter secondary school after grade 9. Whether a student is exempted from one or both of the mandatory E-Learning credit courses shall ultimately be the decision of the parents/guardians or the student who has reached the age of 18, as applicable.

Implementation:

The process for determining whether a student is exempted will be guided by the following key parameters:

- i. Regulation and/or PPM to include a process for parental opt-out.
- ii. In the best interest of students who are entering grade 11 and/or 12, a meeting to discuss exemptions from the mandatory two (2) credit requirement can be initiated by:
 - a) a parent/guardian; or
 - b) the student who has reached the age of 18 or has withdrawn from parental control; or
 - c) school staff.
- iii. Accommodation arrangements should be provided to any parent/guardian who is not able to attend an in-person meeting at the school.
- iv. The final decision regarding whether the student will be exempted from one or both of the mandatory E-Learning credit courses will rest with the parent/guardian or the student who has reached the age of 18 or has withdrawn from parental control.
- v. Additional exemptions may be defined in the regulation or PPM. Nothing in this Memorandum of Understanding is intended to limit students' opportunity to choose other available E-Learning credit courses.

**IN THE MATTER OF COLLECTIVE BARGAINING
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

MEMORANDUM OF UNDERSTANDING #3

BETWEEN:

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION
("OSSTF")**

AND

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
("OPBSA")**

COLLECTIVELY "THE PARTIES"

AND

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF
EDUCATION**

("THE CROWN")

RE: Hiring Practices

The Parties and the Crown have discussed the issue of hiring practices at the bargaining table. As the Parties were unable to reach a joint position and recommendation to the Crown with respect to potential amendments to O.Reg. 274/12 (Hiring Practices), OPSBA and OSSTF agree to withdraw their respective proposals. The Parties acknowledge that the withdrawal of their respective proposals does not commit the Crown to maintaining the status-quo. The Parties understand that the Minister has authority to make regulations governing hiring practices for teachers under the *Education Act*, R.S.O. 1990, c. E.2, subject to the approval of the Lieutenant Governor in Council, and therefore O.Reg. 274/12 has not been listed among the status quo items in the Memorandum of Understanding.

**IN THE MATTER OF COLLECTIVE BARGAINING
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

MEMORANDUM OF UNDERSTANDING #4

BETWEEN:

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION
("OSSTF")**

AND

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
("OPBSA")**

COLLECTIVELY "THE PARTIES"

AND

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF
EDUCATION**

("THE CROWN")

RE: OSSTF Employee Life and Health Trust (ELHT) Matters

1. Retirees

The Parties agree to meet and amend the OSSTF ELHT Agreement and Declaration of Trust (OSSTF ELHT Agreement) for the purpose of transitioning retirees currently in board-run benefits plans into a segregated plan administered by the OSSTF ELHT. The amendment to the OSSTF ELHT Agreement:

- i. Retiree Benefit Plan: The OSSTF ELHT shall deliver the active member plan design to eligible retired OSSTF represented employees (plus any supplemental benefits selected by the school board, as per paragraph ii).
- ii. Supplemental Benefits: School boards can request alterations to the plan design to meet their specific needs (limited to survivor coverage for health and dental benefits, out of country coverage, hearing aids, physiotherapy, and private duty

nursing) which exceed the OSSTF ELHT's benefits plan, subject to the coverage being available by the carrier. It is not the intent of the Parties to enhance the benefits coverage of the retirees. For example, life insurance is not to exceed the existing level of coverage. The school board shall be responsible for the costs of any such supplemental benefits, and for any reasonable administrative or other costs incurred by the Trustees to provide these supplemental benefits, less applicable retired employee premium shares.

- iii. Participation in the Retiree Plan: Boards can opt out of the OSSTF ELHT plan for retirees. It is understood that such opt out is irrevocable. Any school board wanting to move its retirees into a plan administered by the OSSTF ELHT shall sign a standard form participation agreement that is included in the amendment to the OSSTF ELHT Agreement.
- iv. Premiums: The plan administrator shall advise each school board of the per retiree premium cost on an annual basis. The plan administrator shall set an annual premium rate, based on an actuarial valuation. The OSSTF ELHT shall take reasonable steps to set premium rates that minimize the likelihood of an annual or a terminal deficit.
- v. Deficits: Any annual plan deficit shall be captured in the premiums charged to school boards and retirees in the subsequent benefit year. Any terminal deficit is the responsibility of all school boards that had retirees in the plan, based on a formula that includes the school board's time in the plan and retiree enrolment. Each school board shall be required to address the terminal deficit within 120 days following the date they are informed of their terminal deficit. This shall be calculated once the final retiree leaves the plan allowing for the claims run off period.
- vi. School Board Liability: School boards maintain any liability resulting from any issues arising as a result of retirees being transferred to the OSSTF ELHT benefits plan for retirees. For clarity, once all relevant information (as defined in Schedule A) has been provided to the ELHT and the transition is completed, the school board is not liable for any subsequent decisions by the ELHT.

The Parties shall meet within thirty (30) days of ratification of central terms to discuss the amendment to the OSSTF ELHT Agreement as described above and timelines for the transition.

If by June 30, 2020 the Parties are unable to resolve all disputes concerning the amendment to the OSSTF ELHT Agreement and the standard form participation agreement, the Parties agree to refer the matter to arbitration with a mutually agreed upon arbitrator. The arbitrator shall determine any outstanding disputes based on the terms of this Memorandum of Understanding. The Parties agree that any arbitration on outstanding disputes shall be scheduled expeditiously.

Schedule A – Retiree Data

Each applicable School Board shall provide the following information relating to eligible retired OSSTF represented employees. The information provided shall be based on the best data available to the board: This information is to be provided to the OSSTF ELHT, or to the Benefits plan administrator as directed by the ELHT:

A. Retiree Demographic Information:

- i. Names
- ii. Date of hire
- iii. School board
- iv. Retirement effective date
- v. Retiree benefit end date
- vi. Date of birth
- vii. Gender
- viii. Contact information (mailing address, email address, and phone number)

B. Existing Benefit Coverage for Health and Dental Plans:

- i. Dependent coverage (single/couple/family)
- ii. Dependent demographic information
- iii. Carrier policy number
- iv. Retiree paid premium
- v. Employer paid premium
- vi. Benefit history per industry standards

C. Existing Life Coverage:

- i. Beneficiary
- ii. Insurance volume - Retiree paid
- iii. Insurance volume - Employer paid

2. Structural Review

The Parties also agree to amend the OSSTF ELHT Agreement as follows:

- Under section 11.3, the requirement for the OSSTF ELHT to complete the Request for Proposal of the administrative agent by August 31, 2021 shall now be completed by June 30, 2024.
- A new requirement for the OSSTF ELHT to complete a structural review of the ELHT plan administrator by June 30, 2021 and shall provide a report of the review to the Parties.

The details on the process of the review and the content of the report shall be discussed between OSSTF, OPSBA and the Crown.

3. Surplus/Reserves

All surpluses and reserves remaining in board-owned defined benefit and board-owned defined contribution plans as a result of the transfer of benefit plans to the OSSTF ELHT shall be allocated between the school board and the employees. The employees' share is to be transferred to the applicable ELHT 90 days after all Teachers' Federations, Central Employee Workers' unions or council of unions, and other employee groups have signed their respective Agreement on Central Terms or other agreements with this process.

- A. For policies where employee groups were tracked separately:
 - i. The share of the total surpluses and reserves to be transferred to the OSSTF ELHT teachers' separate account is the total OSSTF Teachers' surpluses and reserves multiplied by an amount equal to OSSTF represented teachers' employees' pro rata share of employee premiums based on the employees' co-share payment (including chargebacks for employee premiums) of benefits as reported by school boards to the ministry for the 2014-15 school year.
- B. For policies where multiple employee groups were pooled together:
 - i. The total surpluses and reserves shall be allocated to each employee group based on the total paid premiums or claims costs of each group based on information provided to the ministry for the 2014-15 school year.
 - ii. The share of the total surpluses and reserves to be transferred to the OSSTF ELHT Teachers' separate account is the total OSSTF teachers' surpluses and reserves (calculated in B.i) above) multiplied by an amount equal to OSSTF represented teachers' pro rata share of employee premiums based on the employees' co-share payment (including chargebacks for employee premiums) of benefits as reported by school boards to the ministry for the 2014-15 school year.

- C. For policies where employee groups were tracked separately and pooled together:
- i. Separately tracked surpluses and reserves are to be subtracted from the total surpluses and reserves. The share of the separately tracked surpluses and reserves is to be transferred to the OSSTF ELHT Teachers' separate account as per the process described in section A above.
 - ii. The remaining surpluses and reserves are then distributed based on the process described in section B above.

The total surpluses and reserves amount to be allocated in sections A, B and C, shall be based on the school board's final surplus balance as reported by the boards' insurance carriers or, in the case of board-owned defined contribution plans, the boards' financial systems.

All school board reserves for Incurred But Not Reported ("IBNR") claims and claims fluctuation reserve (CFR) shall remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts. Once released, those reserves shall form part of the surplus available for distribution.

School boards with deficits shall recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR shall be the responsibility of the school board.

The school boards shall not make any withdrawal, of any monies, from any health care benefit plan reserve, surplus and/or deposit until direction by the ministry on the distribution of surpluses/reserves to the OSSTF ELHT is provided to school boards.

Upon receipt by the OSSTF ELHT of all surplus amounts indicated in A, B, and C of this Memorandum of Understanding, OSSTF agrees to withdraw all central and local grievances related to eligible and available surpluses remaining in board-owned defined benefit and board-owned defined contribution plans.

In the case of a dispute regarding surplus amounts, such dispute shall be forwarded to the Central Dispute Resolution committee.

**IN THE MATTER OF COLLECTIVE BARGAINING
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

MEMORANDUM OF UNDERSTANDING #5

BETWEEN:

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION
("OSSTF")**

AND

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
("OPBSA")**

COLLECTIVELY "THE PARTIES"

AND

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF
EDUCATION**

("THE CROWN")

RE: Benefits for Long Term Occasional Teachers

The Parties agree that where long-term occasional teachers receive benefits in one school board from the OSSTF ELHT, but not another, the OSSTF ELHT has the authority to harmonize eligibility.

The Parties agree to make a joint recommendation to the OSSTF ELHT that the standardization of eligibility for long-term occasional teachers shall be for assignments no less than 90 continuous calendar days or that extend to at least 90 continuous calendar days.

**IN THE MATTER OF COLLECTIVE BARGAINING
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

MEMORANDUM OF UNDERSTANDING #6

BETWEEN:

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION
("OSSTF")**

AND

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
("OPBSA")**

COLLECTIVELY "THE PARTIES"

AND

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF
EDUCATION**

("THE CROWN")

RE: Supplementary Employment Benefits (SEB) and Employment Insurance (EI)

The OPSBA agrees to communicate to school boards regarding EI and SEB benefits, that by January 1, 2021, the obligation outlined in Memorandum 2018: B05 - Employment Insurance (EI) Waiting Period and Supplementary Employment Benefits shall be in place.

**IN THE MATTER OF COLLECTIVE BARGAINING
UNDER THE *SCHOOL BOARDS COLLECTIVE BARGAINING ACT, 2014***

MEMORANDUM OF UNDERSTANDING #7

BETWEEN:

**THE ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION
("OSSTF")**

AND

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
("OPBSA")**

COLLECTIVELY "THE PARTIES"

AND

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE MINISTER OF
EDUCATION**

("THE CROWN")

RE: Protected Complement

The Parties agree to provide the English public-school boards, noted below in d), a protected complement subject to attrition as follows:

- a) The protected complement will be the actual allocated 2019-2020 annualized full-time equivalent (FTE).
- b) Protected complement in a), shall be adjusted each year through attrition which shall be defined for the purposes of the Memorandum of Understanding as all retirements, resignations and/or promotions outside of the OSSTF bargaining unit.

- c) The protected complement will be available until the earliest of August 30, 2023 or when a school board has achieved the regulated secondary class size average of 23. Should the regulated secondary class size be achieved, this Memorandum of Understanding ceases to have any further force and effect for that school board.
- d) This Memorandum of Understanding will only apply to the following English public-school boards:
 - i) Avon Maitland District School Board
 - ii) Lambton Kent District School Board
 - iii) Superior Greenstone District School Board
 - iv) Ottawa Carleton District School Board
 - v) Rainbow District School Board
- e) Despite the provisions noted above, these school boards may however still lay-off teachers if needed to address any catastrophic or significant unforeseen event that impacts funding and/or revenues.
- f) Existing School Boards' staffing processes will be used.

COLLECTIVE AGREEMENT

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

(hereinafter called the "OSSTF" or "Union")

Representing

The Secondary Teachers and Occasional Teachers of OSSTF

District 6B, Superior North

Employed by the Board

(hereinafter called the "Bargaining Unit")

And

The Superior-Greenstone District School Board

(hereinafter called the "Employer" or "Board")

For the Period

September 1, 2019 to August 31, 2022

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OSSTF TEACHERS – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding in the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.0 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1st, 2019 to August 31st, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.0 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the

definition in that part, or any existing local interpretation shall prevail.

- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a Permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.0 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.

C4.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.0 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central terms of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board of the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.

- b) The Committee shall meet at the request of one of the central parties
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer to the Committee for discussion and review. No grievance can be

referred to arbitration without three (3) days prior notice to the Committee.

- f) It shall be the responsibility of each central party to inform their respective local parties on the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The Grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.

- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.

- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.0 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

Effective February 1st, 2020, School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.0 BENEFITS

The Parties have agreed to include a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trusts' eligibility criteria.

Other Members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by the OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE

- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For the purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group

(referred to as “Appendix H”) for job classifications that are eligible for benefits.

- b) The FTE used to determine the board’s benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT’s administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards’ submission of final October FTE and March FTE counts
- d) In the case of a dispute regarding the FTE used to determine the boards’ benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with the applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administrative services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i) These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by the board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii) In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii) Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.

- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrollment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.

- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.0 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leave granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the Employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for

payment for the teacher's share of the benefit premiums, where applicable.

- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB Plan with the length of the Benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

C9.0 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or

return to work from any leave of other than sick leave, WSB or LTD.

- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over the period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1 (b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-Up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.

- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick Leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and

disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.

- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A Board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.0 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to working conditions agreed to by the local parties as per the current collective agreement.

C11.0 MINISTRY/SCHOOL BOARD INITIATIVE

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of the effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.0 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.0 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.0 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.

- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teachers retirement, the gratuity shall be paid out at a lesser of,
 - a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).

- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District High School
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:

☐ Patient is capable of returning to work with no restrictions.

☐ Patient is capable of returning to work with restrictions. **Complete section 2 (A & B) & 3**

☐ I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. **Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.**

First Day of Absence: _____	General Nature of Illness (please do not include diagnosis): _____
---------------------------------------	--

Date of Assessment:
dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)

Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (please specify):</td> <td><input type="checkbox"/> Other (please specify):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of <i>(please specify):</i>	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities <i>(Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.)</i>			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy			

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

LETTER OF AGREEMENT #1

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

RE: Status Quo Central Terms

Status quo central terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if the language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APs)/Supervision/Unassigned Time
3. Occasional Teacher PD and training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury – Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provision shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issue shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC)

or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
 - a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
 - b) Discussions may only include local language pertaining to class size and PTC or equivalent.
 - c) These discussions are not subject to local strike or lockout provisions and do not form part of the local collective bargaining.
 - d) All reasonable requests for data related to class size will be shared by both parties.
 - e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.

- f) Should the local parties be unable to reach agreements within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

- iii. **Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments**

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of class sizes in the school board where local class size exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent
- e) There shall be no change to local Special Education class size caps identified in Section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staffing Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

AND

The Crown

RE: Provincial Working Group – Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

AND

The Crown

RE: Online Reporting Tool for Violent incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

AND

The Crown

Re: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

Re: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

Re: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;

- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;

- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

AND

The Crown

Re: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;

- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

AND

The Crown

Re: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

Re: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

Re: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION
UNTIL AUGUST 31, 2019**

LETTER OF AGREEMENT #4

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit

plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the “Participation Date”.

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer

representatives will be responsible for the appointment and termination of the employer Trustees.

2.1.2 The appointed independent experts will:

- a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
- b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
- c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.

2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.

2.1.4 All voting requires a simple majority to carry.

2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:

3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union

groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.

3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

3.1.4 No individuals who retire after the Board participation date are eligible.

3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.

3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.

3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

4.1.1 The Government of Ontario will provide:

- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").

- b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.

- ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4%

for 2015-16 and 4% for 2016- 17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:

i) there is an in-year deficit,

ii) that the deficit described in i) is not related to plan design changes,

iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums, then the in-year deficit in i) would be paid by the board associated with the deficit.

- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will

remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.

- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.

- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:

- a. Validation of the sustainability of the respective Plan Design;
- b. Establishing member contribution or premium requirements, and member deductibles;
- c. Identifying efficiencies that can be achieved;
- d. Adopting an Investment Policy; and
- e. Adopting a Funding Policy.

- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
- b. Fund claims stabilization or other reserves;
- c. Improve plan design;
- d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e. Reduce member premium share.

- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan

renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION
UNTIL AUGUST 31, 2019**

LETTER OF AGREEMENT #6

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay

will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.

- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.

- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph l). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

OSSTF TEACHERS – PART B : LOCAL TERMS

ARTICLE 1.0 PURPOSE

- 1.01 It is the right and purpose of the parties to maintain harmonious relationships between the Board and teachers in the bargaining unit and to co-operate to the fullest extent in an endeavour to provide the best possible educational service.
- 1.02 It is the desire of the parties to set forth in this Agreement certain of the terms of employment for Teachers and Occasional Teachers covered in this Agreement.

ARTICLE 2.0 DEFINITION

- 2.01 Bargaining Unit: means the Bargaining Unit composed of every Part X.1 Teacher assigned to one or more secondary schools or to perform duties in respect of such schools all or most of the time and every Occasional Teacher who is on the Board's roster of Occasional Teachers and who may be assigned to a secondary school and any Continuing Education and all Special Assignment teachers.
- 2.02 Bargaining Agent: means the Ontario Secondary School Teachers' Federation.
- 2.03 Board: means the Superior-Greenstone District School Board.
- 2.04 Part X.1 Teacher: means a Teacher employed by the Board to teach but does not include a supervisory officer, a principal or vice-principal or an instructor in a Teacher- training institution.
- 2.05 Part-Time Teacher: means a Teacher employed by the Board on a regular basis for other than full-time duty.
- 2.06 Probationary Teacher:
- a) "Probationary Teacher" means a Teacher employed by the Board for the probationary period determined by the Board

b) A Teacher hired on a probationary basis is employed on probation for one year or such lesser period as may be determined by the Board.

2.07 Teacher: means a Part X.1 Teacher. A Teacher must be a member of the Ontario College of Teachers.

2.08 Director: means the Director of Education or his/her designate

2.09 OSSTF: means the Ontario Secondary School Teachers' Federation.

2.10 Predecessor School Board: means the Lake Superior Board of Education, the Beardmore, Geraldton, Longlac and Area Board of Education or the Nipigon- Red Rock Board of Education.

2.11 Predecessor Collective Agreement: means the applicable collective agreement in effect immediately prior to September 1, 1998, applying to the District School Board in relation to Secondary Teachers.

2.12 Special Assignment Teacher: means a Teacher assigned to a special project or study or to system wide duties and such Teacher shall be covered by the Collective Agreement.

2.13 Occasional Teacher: means an Occasional Teacher, as defined in Section 1.1 of the *Education Act*, who falls within the scope of the Bargaining Unit.

2.14 Agreement: means this Collective Agreement.

2.15 Member: means a Member of the Bargaining Unit as defined in Article 2.01.

2.16 Supply Teacher: means an Occasional Teacher who is not a Long Term Occasional Teacher.

- 2.17 Long Term Occasional Teacher: means a teacher who is required to teach for a period of ten (10) or more consecutive days as a substitute for the same teacher.
- 2.18 Occasional Teacher Roster: means a list of teachers qualified to teach in Ontario who have been accepted by the Board to work as Occasional Teachers in its secondary schools.
- 2.19 Temporary Teacher: means a person employed to teach under the authority of a Letter of Permission.

ARTICLE 3.0 RECOGNITION

- 3.01 The Board recognizes OSSTF as the exclusive bargaining agent of all Teachers, including Temporary Teachers, Continuing Education Teachers and Special Assignment Teachers who are assigned to one or more secondary schools or who perform duties in respect of such schools all or most of the time and of all Occasional Teachers who are on the Board's roster of Occasional Teachers and who may be assigned to a secondary school.
- 3.02 This Agreement is binding upon the Board and OSSTF and upon its Members employed by the Board.
- 3.03 The Board recognizes the right of the OSSTF to authorize the Bargaining Unit's Collective Bargaining Committee to negotiate on behalf of the OSSTF.
- 3.04 The Board recognizes the right of the Bargaining Unit to authorize the OSSTF or any other advisor, agent, counsel solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.05 The OSSTF recognizes the right of the Board to authorize any other advisor, agent, counsel solicitor or duly authorized representative to assist, advise

or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

- 3.06 The Board recognizes the right of a member to have a Union Representative present at any formal meeting with management, at which the member's conduct or competence is to be discussed or investigated. The Board will inform the member of this right, in advance of the meeting. If the teacher elects to have OSSTF representation, no discussion of the issues will take place until the OSSTF representative is present in a timely fashion.
- 3.07 The Board shall permit the Union to inspect and make copies of minutes, at its expense, of all public meetings of the Board and its committees.
- 3.08 The Bargaining Unit shall notify the Board annually in writing of the names of its officers authorized to represent the Bargaining Unit.
- 3.09 The following provisions of this Collective agreement shall apply to Occasional Teachers.

ARTICLE

- 1. Purpose
- 2. Definitions
- 3. Recognition
- 4. Management Functions
- 5. Strike Lockout
- 6. Category Placement
- 7. Salary Grid-Part B only
- 12. Method of Payment of Salary - Part B only
- 17. Instructional Time

- 20. Termination of Employment, Clause 20.04 only
- 23. Posting of Vacancies
- 24. Appraisal (only those Long Term Occasional Teachers required to teach three (3) or more months for the same teacher)
- 26. Demotion and Dismissal
- 27. Grievance/Arbitration Procedure
- 31. Health and Safety
- 32. Discrimination/Harassment
- 34. Sick Leave - Clause 34.08 only
- Group Life and Benefit Plans – Clause 34.11 Part B only
- 35. Leaves of Absence (only those Long Term Occasional Teachers required to teach three (3) or more months for the same teacher): Bereavement Leave, Bereavement Leave-Memorial Service, Adverse Weather Conditions, Federation Business, Personal Leave Days, Special Compassionate Leave, School Business Leave, Medical Quarantine Leave, and Jury/Witness Duty Leave.
- 37. Pregnancy Leave Benefits
- 38. Pregnancy Leave and Parental Leave

3.10 The Board shall provide the Union with bulletin board space in each school on which to post Union notices.

3.11 The Board agrees to provide a copy of the Collective Agreement to all Bargaining Unit members.

- 3.12 The Bargaining Unit shall notify the Board, in writing, of the names of its representatives - officers; bargaining committee members, grievance committee members - and shall notify the Board in writing of any change.
- 3.13 The Board shall provide the Bargaining Unit President with a list of teachers showing their names, schools and classification ranked according to seniority as of October 30 and March 30 of each school year.
- 3.14 The Bargaining Unit shall be allowed to carry out union business on school premises at reasonable times and in reasonable locations. The Bargaining Unit shall notify the Principal in advance of scheduling a meeting.
- 3.15 For the purpose of reporting hours worked for Employment Insurance, the employer shall record each full work day as 8 hours worked.

ARTICLE 4.0 MANAGEMENT FUNCTIONS

- 4.01 It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement.
- 4.02 All rights not expressly granted to Teachers hereunder are reserved to the Board. The Board shall retain all other rights, privileges and discretions here before vested in it. It is understood and agreed however, that the aforesaid rights are subject to, but only to, such restrictions governing the exercise of those rights as are expressly provided in this Agreement and relevant Acts and Regulations.

ARTICLE 5.0 NO STRIKE OR LOCK OUT

- 5.01 There shall be no strike or lockout during the term of this Agreement. The terms “strike” and “lockout” shall bear the meaning given them in the *Labour Relations Act*, as amended.

ARTICLE 6.0 CATEGORY PLACEMENT

- 6.01 Category definitions shall be those established by the Qualifications Evaluation Council of Ontario (QECO). For the purposes of salary categorization, the Board recognizes the Certification Rating Statement issued by the QECO/COCE as being final.
- 6.02 Teachers on staff the first semester requesting a category adjustment shall be paid in the new classification, retroactive to the first day of the semester, if the teacher submits documentary evidence to this effect (Statement of Evaluation by QECO) prior to December 15th of that year. All qualifications for the new classification must have been attained before September 1st of that school year.
- If, through no fault of the teacher, the documentation arrives after December 15, all adjustments in salary shall be paid retroactive to September 1; otherwise, the salary adjustments shall be retroactive only to the beginning of the month in which the documents are received.
- 6.03 Teachers on staff the second semester requesting a category adjustment shall be paid in the new classification, retroactive to the first day of the second semester, if the teacher submits documentary evidence to this effect (Statement of Evaluation by QECO) prior to May 15th of that year. All qualifications for the new classification must have been attained before the first day of the second semester of that school year.
- If, through no fault of the teacher, the documentation arrives after May 15, all adjustments in salary shall be paid retroactive to the first day of the second semester; otherwise, the salary adjustments shall be retroactive only to the beginning of the month in which the documents are received.
- 6.04 The onus is on the Teacher to provide documentary proof of the following upon entering employment or upon change in status, by specified dates, (above) of the current school year:

- a) Category rating;
- b) Teaching experience; and
- c) Teacher's Certification.

The Board shall inform newly hired teachers of this onus at the time of hire.

ARTICLE 7.0 SALARY GRID

PART A – Teachers

7.01 The following salary schedule shall be effective September 1, 2019.

OSSTF		Grid for September 1, 2019				1.00%
		YEARS	A1	A2	A3	A4
		0	52,567	54,936	59,635	62,339
		1	55,959	58,559	63,527	66,514
		2	59,347	62,185	67,416	70,688
		3	62,738	65,812	71,311	74,848
		4	66,126	69,436	75,203	79,029
		5	69,515	73,062	79,099	83,189
		6	72,902	76,690	82,991	87,366
		7	76,292	80,312	86,880	91,523
		8	79,683	83,938	90,774	95,703
		9	83,070	87,564	94,665	99,861
		10	86,460	91,189	98,562	104,126
						93.87%
					OT Daily Rate:	\$254.35

7.02 The Following salary schedule shall be effective September 1, 2020

OSSTF		Grid for September 1, 2020				1.00%
	YEARS	A1	A2	A3	A4	
	0	53,093	55,485	60,231	62,962	
	1	56,519	59,145	64,162	67,179	
	2	59,940	62,807	68,090	71,395	
	3	63,365	66,470	72,024	75,596	
	4	66,787	70,130	75,955	79,819	
	5	70,210	73,793	79,890	84,021	
	6	73,631	77,457	83,821	88,240	
	7	77,055	81,115	87,749	92,438	
	8	80,480	84,777	91,682	96,660	
	9	83,901	88,440	95,612	100,860	
	10	87,325	92,101	99,548	105,167	
						93.87%
						OT Daily Rate: \$256.90

7.03 The following salary schedule shall be effective September 1, 2021

OSSTF		Grid for September 1, 2021				1.00%
	YEARS	A1	A2	A3	A4	
	0	53,624	56,040	60,833	63,592	
	1	57,084	59,736	64,804	67,851	
	2	60,539	63,435	68,771	72,109	
	3	63,999	67,135	72,744	76,352	
	4	67,455	70,831	76,715	80,617	
	5	70,912	74,531	80,689	84,861	
	6	74,367	78,232	84,659	89,122	
	7	77,826	81,926	88,626	93,362	
	8	81,285	85,625	92,599	97,627	
	9	84,740	89,324	96,568	101,869	
	10	88,198	93,022	100,543	106,219	
						93.87%
						OT Daily Rate: \$259.47

PART B – OCCASIONAL TEACHERS

- 7.01 (a) Effective September 1, 2000 an Occasional Teacher employed as a Supply Teacher who is certified to teach in the secondary schools in Ontario according to the Ontario Statutes shall be paid a per diem rate which includes four percent (4%) vacation pay calculated as follows:
- 93.87% of 1/194th of Category 1 Minimum Salary of the salary grid in Part A above. The rate of pay which shall include four percent vacation pay will be as follows:
- September 1, 2019 the rate of pay is \$254.35
- September 1, 2020 the rate of pay is \$256.90
- September 1, 2021 the rate of pay is \$259.47
- 7.01 (b) A Long Term Occasional Teacher (which include individuals on Letters of Permission) shall be paid a per diem rate equivalent to that of a teacher on the salary grid for Teachers in Part A above, having the same qualifications and experience effective on the tenth (10th) consecutive day of teaching, retroactive to the first day of the long term teaching assignment. The rate shall include four percent (4%) vacation pay and shall continue to be paid until the expiration of the assignment.
- 7.01 (c) Under extenuating circumstances, a Long Term Occasional Teacher may miss one of the ten (10) consecutive teaching days without pay and penalty upon permission of the principal for appointments booked prior to commencement of the assignment.
- 7.02 Recognized teaching experience, for the purpose of subsection (b) above, shall include the following:
- (a) Previous teaching experience, excluding supply teaching experience, completed with the Board. Long term assignments

completed with the Board shall be granted one (1) month of teaching experience for every twenty (20) days of long term occasional teaching experience, pro-rated for part-time assignments except when full term (September 1 - December 31 or January 1 - June 30) is worked, in which case 4/10 or 6/10 whichever applies, will be granted to the teacher as experience.

(b) Previous teaching experience, excluding supply teaching experience, completed outside the Board. Long term assignments completed outside the Board, but inside Ontario shall be granted experience by the Board subject to the occasional Teacher providing a statement on official letterhead, signed by authorized Board personnel, showing the dates and numbers in each assignment

- 7.03 In determining a Long Term Occasional Teacher's category placement on the Salary Grid, the Board will follow Article 6.0.

ARTICLE 8.0 TEACHING EXPERIENCE

- 8.01 Teaching experience recognized for grid purposes will include successful teaching in a school under the jurisdiction of a Provincial Ministry of Education, the Federal Government or a Provincially approved First Nation School.

Experience in a Canadian Community College or University, provided the individual retained a valid Canadian Teaching Certificate at the time the experience was gained, is also recognized for grid purposes.

- 8.02 A Teacher hired on a full-time basis, who has taught 50% or more of the school year, will be granted the full increment or experience allowance for seniority purposes.

For grid placement, the actual time worked will be accumulated at the end of each school year and when such a total includes a fraction of 50% or more the total shall be rounded up to the next highest integer. No fractions of increments shall be granted.

YEAR	ACTUAL TIME	TOTAL ACCUMULATED	SENIORITY YEARS	GRID PLACEMENT
1	0.5	0.5	1	1
2	0.5	1.0	2	1
3	0.5	1.5	3	2
4	0.5	2.0	4	2

- 8.03 A Teacher hired on a part-time basis who has taught 50% or more of a full-time assignment, shall be granted a full increment or experience allowance for seniority purposes. For grid placement, the actual time worked will be accumulated at the end of each school year and when such total includes a fraction of 50% or more, the total shall be rounded up to the next highest integer. No fractions of increments shall be granted.

YEAR	ACTUAL TIME	TOTAL ACCUMULATED	SENIORITY YEARS	GRID PLACEMENT
1	0.5	0.5	1	1
2	0.5	1.0	2	1
3	0.5	1.5	3	2
4	0.5	2.0	4	2

ARTICLE 9.0 RELATED WORK AND TRADE EXPERIENCE

9.01 Related Work Experience:

Related work experience recognized by the Board and above that required for admission to a teacher training institution will be credited as follows: one grid step for every year of related experience up to a maximum of eight years. Related experience will be rounded to the nearest half year.

Related work experience shall not cause the maximum for the category to be pierced.

9.02 Trade Experience:

Effective September 1, 2000, Vocational or Commercial: each year of Vocational or Trade Experience to a maximum of ten (10) years over the minimum requirements of an Ontario College of Education will be credited as follows:

One (1) grid step for every year of experience to a maximum of ten (10) years.

Trade experience must be certified by previous employer(s) and be rounded to the nearest half-year.

ARTICLE 10.0 MASTER'S DEGREE ALLOWANCE

10.01 A teacher will be paid an allowance in addition to his/her regular salary for a Master's Degree from a recognized university or institution as follows:

MASTER'S ALLOWANCE	
Grid for September 1, 2019	1,164.00
Grid for September 1, 2020	1,176.00
Grid for September 1, 2021	1,188.00

ARTICLE 11.0 CONTINUING EDUCATION ALLOWANCE

11.01 Where the Director requests a teacher to take a Continuing Education course and the teacher agrees the Board will reimburse the teacher for the cost of tuition and books upon successful completion of the course.

ARTICLE 12.0 METHOD OF PAYMENT OF SALARY

PART A - Teachers

12.01 The Teacher's annual salary is to be paid on the 15th and 30th of each month except in February when pay will be made on the 28th or 29th

For a part-time teacher, salary, sick leave credits and any other entitlements that are not specified in other provisions of this agreement shall be prorated in the ratio that the teacher's assignment bears to a full-time assignment six teaching periods:

- | | |
|---|--------------------|
| 1 | period equals 0.17 |
| 2 | period equals 0.33 |
| 3 | period equals 0.50 |
| 4 | period equals 0.67 |
| 5 | period equals 0.83 |
| 6 | period equals 1.00 |

12.02 A Teacher is entitled to be paid his/her salary in the proportion that the sum of the total number of school days on which the Teacher performs his/her duties bears to the sum of the total number of school days in the school year.

For purposes of calculating a day's salary under this agreement, the amount shall be equal to:

$$\frac{1}{\text{\# of school days in that school year}} \times \text{Teacher's Salary}$$

12.03 On each pay date the Board shall deduct from each Member who receives a cheque/deposit the OSSTF regular monthly dues and any dues chargeable by the Bargaining Unit. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

- 12.04 The OSSTF dues deducted shall be forwarded to the Treasurer of OSSTF, 49 Mobile Drive, Toronto, Ontario, M4A 1H5 no later than the fifteenth (15th) of the month following the date on which the deductions were made. The payment shall be accompanied by a list showing the names of the employees, their S.I.N. numbers, their addresses, wages earned for the period, amount of dues deducted and the number of days worked. The Board shall provide this information in written and electronic form.
- 12.05 Any Bargaining Unit dues\Levy deducted shall be forwarded to the Treasurer of OSSTF District 6B, Superior North, no later than the fifteenth of the month following the date on which the deductions were made. The payment shall be accompanied by a list showing the names of the employees, their addresses, wages earned for the period, amount of dues deducted and the number of days worked. The Board shall provide this information in written and electronic form.
- 12.06 OSSTF agrees to indemnify and save harmless any action against the Board resulting from such deductions authorized by the OSSTF and/or the Bargaining Unit.

PART B - Occasional Teachers

- 12.01(a) Subject to subsection 12.01 (b), Occasional Teachers shall be paid by direct deposit as follows:

<u>Pay Date</u>	<u>Period Worked</u>		
September 30	September	1 -	15
October 15	September	16 -	30
October 31	October	1 -	15
November 15	October	16 -	30
November 30	November	1 -	15
December 15	November	16 -	30
January 15	December	1 -	30
January 31	January	1 -	15
February 15	January	16 -	30
February 28	February	1 -	15
March 15	February	16 -	28/2
March 31	March	1 -	15
April 15	March	16 -	30
April 30	April	1 -	15
May 15	April	16 -	30
May31	May	1 -	15
June 15	May	16 -	30
June 30	June	1 -	15
July 15	June	16 -	30

- 12.01(b) Occasional Teachers who are required by the principal, to design lesson plans and teach them, shall be paid their daily grid rate as per article 7.01 b), from the first day of the assignment.

Occasional Teachers, who teach for a period of at least ten (10) consecutive days, shall be paid in accordance with Article 7.01 b) above and accrue daily Long Term Occasional experience as per article 7.02 a), retroactive to the start of the assignment.

Long Term Occasional Teachers who teach for a period of two consecutive months, as substitute for the same teacher, shall be paid in accordance with Article 12.01 of Part A above.

- 12.01(c) Each Occasional Teacher shall provide to the Board the name of the bank or trust company and the account number to which payment will be made by means of a direct deposit.

- 12.01(d) A statement of earnings indicating the number of days worked during the pay period shall be forwarded to the Occasional Teacher via home e-mail. Should a Supply Teacher choose not to have a statement of earnings emailed to him or her, the statement will be kept in a secure place at the teacher's home high school until retrieved by the teacher.
- 12.01(e) The deduction of OSSTF dues and levies for Occasional Teachers shall be in compliance with Clauses 12.04 and 12.05 PART A Teachers.

ARTICLE 13.0 OCCASIONAL TEACHER ROSTER

- 13.01 The Occasional Teacher Roster shall be broken down by secondary school and shall provide the following information for each Occasional Teacher
- i) name
 - ii) address,
 - iii) telephone number,
 - iv) subjects/divisions that the Occasional Teacher is qualified to teach,
 - v) preferred grade levels, and
 - vi) availability.
- 13.02 The Board agrees to amend from time to time the composition of the Occasional Teacher Roster so that it reflects those actively seeking occasional teaching assignments.
- 13.03 The Board shall publish and distribute the Occasional Teacher Roster for the upcoming school year to the Bargaining Unit by September 30th of each year. The Board will provide the Bargaining Unit with updates as they occur.

- 13.04 Occasional Teachers shall notify the Human Resources Department of the Board as soon as practicable, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 13.05 Incumbents on the Occasional Teacher Roster shall advise the principal(s) of the school(s) where they wish to teach by September 1st of each school year of their desire to remain on the Occasional Teacher Roster.
- 13.06 An Occasional Teacher who is included on the list shall be available for assignment or shall provide reasonable grounds for refusing such assignment.
- 13.07 It shall be the responsibility of all Occasional Teachers to provide the Board with a Qualifications Rating Statement and any supporting documents within sixty (60) days of being added to the Occasional Teacher List.
- 13.08 When filling a Supply teaching assignment, the Board shall endeavor to contact all qualified Occasional Teachers on the Occasional Teachers' Roster available for placement at that secondary school prior to filling the assignment with a teacher who is not on the list.
- 13.09 Each school shall provide the Union a copy of the supply teacher time sheet each pay period upon request of the Bargaining Unit President and/or designate.
- 13.10 The Board shall email the Bargaining Unit President a copy of each Personnel Report following the approval of the report by the Board.

ARTICLE 14.0 SENIORITY

14.01 Seniority shall mean length of continuous service in the OSSTF Teachers' Bargaining Unit with Superior- Greenstone District School Board and shall include experience with its predecessor Boards of Education. Predecessor Board of Education seniority shall be determined by the appropriate collective agreement in force as of December 31, 1997. A list of Teachers with predecessor Board of Education seniority will be maintained at the Superior-Greenstone District School Board office.

14.02 It is understood by both parties that seniority is, first and foremost, based on an individual school basis.

14.03 The following leaves will be recognized for seniority purposes: pregnancy leave, parental leave, leave of absence, sick leave, secondment, long term disability, Teacher Funded Leave Plan, Workers' Compensation and any other Board-Approved leave contained within this contract where it is stated that seniority shall continue to accrue.

14.04 Effective September 1, 2000, part-time Teachers shall accrue seniority as though they were full-time.

14.05 That Teacher is more senior who has the greater:

- a) length of continuous teaching service with the Superior- Greenstone District School Board and its predecessor Boards of Education at a given secondary school as a member of OSSTF; or, when these are equal
- b) length of continuous teaching service with the Superior- Greenstone District School Board and its predecessor Boards of Education at a secondary school level as a member of OSSTF; or, when these are equal
- c) length of teaching service with the Superior-Greenstone District School Board and its predecessor Boards of Education at a secondary school level as a member of OSSTF; or, when these are equal

- d) length of teaching service at a secondary school level as a member of OSSTF; or, when these are equal
- e) length of total teaching service including teaching service at the elementary level and outside of Ontario; or, when these are equal
- f) if a redundancy exists, all of the above being equal, the Director of Education and the Principal concerned shall determine who shall be declared redundant in the best interests of the school.

ARTICLE 15.0 STAFFING

15.01 For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing compliment to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

a) All classroom teachers will have a maximum average class size of 23:1 calculated by dividing the total number of students by the number of assigned classroom teaching periods each semester. Therefore each classroom teacher would teach a maximum of 69 students per semester. E-learning classes are not factored into this average.

b) Notwithstanding 15.01. a), up to 10% of the board's teaching periods may have their class size average pierced by up to 2 students per semester. Therefore, a teacher with three classroom periods, would have an absolute maximum of 73 students.

(c) Notwithstanding 15.01. a), by mutual consent between the teacher, principal, and joint staffing committee, a teacher may accept a single period assignment that exceeds 25 students each semester.

(d) The joint staffing committee will meet each semester no later than January and June of each school year.

15.02 Effective September 2002, each school shall have Guidance and Special Education teachers assigned to it according to the following: If the average of the FTE students in the school on October 31 and March 31 of the preceding school year is more than 400:

1.5 Guidance Teachers

1.5 Special Education Teachers.

If the average of the FTE students in the school on October and March 31 of the preceding school year is less than 400:

1.0 Guidance Teachers

1.0 Special Education Teachers.

Effective September 2005 where the average of the number of identified students in the school on October 31 and March 31 of the preceding school year is more than 55, the Board will assign an additional 0.17 FTE Special Education Teacher to the school to meet Student Success initiatives. The additional section shall be timetabled in the first semester.

Effective September 2006 where the average of the number of identified students in the school on October 31 and March 31 of the preceding school year is more than 55, and less than 65, the Board will assign an additional 0.17 FTE Special Education Teacher to the school in order to meet Student Success initiatives. Where the average of the number of identified students in the school on October 31 and March 31 of the preceding school year is more than 65, the Board will assign an additional 0.33 FTE Special Education Teacher to the school in order to meet Student Success

initiatives. At least one of the additional sections shall be timetabled in the first semester.

For the purposes of staffing, Special Education Teacher refers to non-classroom assigned teachers who work in a support based capacity with students and other staff.

***Please see the Letter of Understanding, RE: Guidance Teacher and Special Education Teacher Assignment Flexibility.**

15.03 Additional staff may be assigned to a school at the discretion of the Board.

15.04 In the event that the Board offers courses by distance education, the Board agrees that staffing and workload provisions governing such credits shall be consistent with the staffing and workload provisions of this collective agreement.

15.05 Where a Special Education or Guidance Teacher is absent for more than ten (10) consecutive school days, the Board will endeavor to replace the teacher in accordance with the Collective Agreement.

In-School Staffing Committee

15.06 An In-School Staffing Committee shall be established and maintained from year to year in each secondary school. The Committee shall be comprised of two teachers from the school, appointed by the union, and one or more Board representatives which may include, but is not limited to the Principal.

15.07 The Committee will provide advice and input to the Principal with respect to timetabling, teaching assignments, the allocation of other professional duties such as supervision, class size, and the method of staffing during the school year including surplus and redundancy declarations. Issues raised by representatives on the In- School Staffing Committee with respect to timetabling, allocation of other professional duties or class size which are not resolved by the In-School Staffing Committee may be brought forward to the Superintendent or designate responsible for staffing. The Superintendent shall consult with the In-School Staffing Committee and

make recommendations, where appropriate, to resolve any such issues in dispute.

The In-School Staffing Committee will work collaboratively towards establishing consensus in addressing matters related to the Committee's mandate, with the Principal having final decision-making authority in respect of staffing if consensus is not achieved.

15.08 The In-School Staffing Committee shall meet at the request of either party at least five (5) times per school year and shall report in writing on its activities to the full school staff at the staff meeting next following any meeting of the In-School Staffing Committee.

15.09 a) Changes to teacher assignments which arise after the commencement of classes, shall not be made without first seeking input from the In-School Staffing Committee.

15.10 A board-wide staffing committee is to be established and maintained at the beginning of each school year. It may be comprised of up to 2 (two) Board representatives and 2 (two) OSSTF members (The Bargaining Unit President or designate, and a member of the Bargaining Unit Executive), to discuss various considerations relating to staffing information. The Committee will meet no less than twice per school year, at the request of either party with one meeting occurring during the month of May or June.

Distance Education

15.11 The Board will provide, during regular work hours, the teacher of a Distance Education course with the appropriate training, including but not limited to, training and familiarization with the specific equipment utilized in the delivery of the course.

15.12 All Distance Education courses will be scheduled during the regular school day.

15.13 The enrolment in any Distance Education course shall be capped at 35 students.

15.14 The Distance Education teacher shall be required to report student standings and performance in accordance with mark reporting policies at the teacher's own school.

15.15 The Board shall not monitor a lesson or course instruction session without the knowledge of the teacher.

Credit Recovery

15.16 Where a student is recommended for Credit Recovery, the subject teacher shall only be required to provide the following information:

- i) The student's final mark for the course;
- ii) A breakdown of all marks for the course attached to the Recommended Course Placement Form using whatever format the subject teacher employs for recording marks; and
- iii) Reason for Credit Recovery recommendation.

The subject teacher shall only be required to identify units, concepts, and/or expectations not successfully achieved plus relevant learning skills information for a student accepted into the Credit Recovery program.

Specialist High Skills Major

15.17 Before an application is made to the Ministry for approval of a Specialist High Skills Major Program, the Teacher involved, the Principal of the Teacher's school, and the Superintendent of Education and/or designate shall review the proposed program to assess whether the program will require instruction outside the school day. If the program will require instruction outside the school day, then the Teacher, Principal and Superintendent and/or designate will decide whether to proceed with the application and, if so, whether and how the Teacher's schedule will be adjusted as a result. Any agreement to adjust the Teacher's schedule will be subject to the approval of the Bargaining Unit President or designate.

Dual Credit

15.18 A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.

ARTICLE 16.0 LEARNING LEADS

16.01 Following a posting and interview process, the Board shall select Learning Leads in each school based on the average number of FTE students in the school on October 31 and March 31 of the year during which the Learning Lead positions conclude.

Enrolment:

less than 250 students - 4 Learning Leads

250 - 300 students - 5 Learning Leads

more than 300 students - 6 Learning Leads

16.02 (a) Each Learning Lead shall be selected following a general posting for Learning Leads within a school in which applicants are invited to apply.

16.02 (b) The posting is to be issued for a period of five (5) school days between April 1st and April 15th of the year in which these positions are up for renewal.

16.02 (c) All Learning Lead positions will be for a fixed term of three (3) years.

16.03 Upon request, unsuccessful or successful candidates for a Learning Lead position will be provided with a debriefing following the selection process.

16.04 In the interview and selection of a candidate to fill a Learning Lead position, the following factors shall be considered: skill, ability, qualifications, and experience and/or expertise required to perform the duties of a Learning Lead.

16.05 Each Learning Lead shall receive an allowance as follows:

LEARNING LEAD'S ALLOWANCE	
Grid for August 31, 2019	4,588.00
Grid for September 1, 2019	4,634.00
Grid for September 1, 2020	4,680.00
Grid for September 1, 2021	4,727.00

16.06 In addition to their leadership responsibilities, as outlined in the job posting, each Learning Lead shall assist the Principal in the operational and instructional requirements of the school which impact student learning.

16.07 Where a Learning Lead is temporarily absent for a period exceeding twenty (20) consecutive school days, the Board shall appoint a temporary replacement for the duration of the absence or for the balance of the Learning Leader's term whichever ends first. The temporary replacement will be paid in accordance with Article 16.05 prorated for the period of the temporary assignment.

16.08 Where a Learning Lead position becomes vacant prior to the expiry of the term, vacant Learning Lead positions will be reposted at the beginning of each semester until the position is filled.

ARTICLE 17.0 INSTRUCTIONAL TIME

17.01 Each full time teacher will be assigned core professional responsibility for six teaching periods. In addition, all teachers will be assigned other professional duties composed of on-calls, student supervision, student

mentoring, and teacher mentoring up to a maximum of 36 half periods based on 75 minute periods. The amount of the other professional duties assigned to part-time teachers will be prorated based on the number of teaching periods.

17.02 In a semestered school, no teacher shall be assigned more than 3 teaching periods per semester except with the consent of the teacher and the Bargaining Unit President.

17.03 No teacher shall be assigned more than eight (8) different courses (other than Alternative Education courses, Credit Recovery courses or Technological Education courses) in a school year without the consent of the teacher and the Bargaining Unit.

17.04 Each teacher shall be assigned to a 40 consecutive minute lunch break, free from assigned duties, between the hours of 11:15 a.m. and 1:45 p.m.

17.05 No teacher shall be assigned, without the consent of the teacher and the Bargaining Unit President, to teach more than two consecutive periods without a lunch break.

17.06 A Teacher will not be assigned more than one (1) half period of other professional duties in a day or two (2) half periods of other professional duties in a week except as provided below:

1. Other professional duties may be blocked in consultation with the In-School Staffing Committee and with the consent of the teacher.
2. A teacher who has completed two (2) half periods of other professional duties in a week will not refuse a supervision or an on-call in an emergency situation. An emergency is defined as an unforeseen absence of a teacher where no Occasional Teacher is readily available.

17.07 Unassigned time shall be available to the teacher for preparation and marking.

- 17.08 Where practicable, the timetable for a Long Term Occasional Teacher shall be the same as the timetable for the Teacher who is being replaced.
- 17.09 The length of the school year shall be the minimum required under the Education Act.
- 17.10 The Principal or designate shall grant a minimum of one and one half (1.5) hours notice of cancellation of any pre- arranged assignment. Should cancellation of a pre- arranged assignment occur without the one and one half (1.5) hours notice, the Supply Teacher shall be paid for one-half (.5) day if told not to report to work, sent home, or assigned duties for any portion of the period the assignment is to begin. If the teacher is assigned duties beyond a single period, then the teacher shall be paid in accordance with Clause 17.13.
- 17.11 No Teacher shall be required to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the Teacher to risk of injury or liability for negligence. A Teacher shall respond to a medical emergency involving pupil(s) in a responsible manner
- 17.12 A teacher will provide three reports per semester to students, parents/guardians and school administration. These include the early anecdotal reports, mid-term reports and the final Provincial Report Cards. Additional individual student reports shall be provided upon request (for example, requests made by parents, school Administrators, Student Success Teachers, and other staff where appropriate).
- 17.13 Where practicable, the timetable for Supply Teachers shall be the same as the timetable for the Teacher who is being replaced including any assigned other professional duties.
- 17.14 A Supply Teacher may request permission from the Principal, or designate, to leave the school during the absent teacher's scheduled unassigned time or, if the unassigned time is in the first period of the day, to arrive later

than the start of the period. If the Principal, or designate, is satisfied that the obligations of the Supply Teacher have been or can be met, the Principal, or designate, may support this request. Support for this request will not be unreasonably denied.

17.15 A Supply Teacher shall be paid according to the following schedule:

- i) one period, one third of an Supply Teachers regular day's salary;
- ii) two periods, two thirds of an Supply Teacher's regular salary; and
- iii) three periods, a full day's Supply Teacher's salary

17.16 A Part-time or Long Term Occasional Teacher who performs a Supply Teacher assignment shall be paid his or her regular salary plus the following Supply Teacher rate according to the following schedule:

- i) one period, one third of an Supply Teachers regular day's salary; and
- ii) two periods, two thirds of an Supply Teacher's regular day's salary;

No teacher shall be assigned to teach more than three periods in a day.

ARTICLE 18.0 STAFF MEETINGS

18.01 The tentative dates of the regular staff meetings shall be set within the first month of the school year and communicated to all teachers.

18.02 A draft agenda for a staff meeting shall be provided to staff members at least one working day prior to the meeting. Teachers may submit agenda items to the Principal for consideration.

18.03 Notes from staff meetings will be taken by staff, if requested by the Principal. The Principal will review prior to distribution.

ARTICLE 19.0 STAFF REDUCTION

19.01 Should a reduction in the staff of a school become necessary, teachers shall be laid off in reverse order of their seniority provided that the remaining teachers are qualified to perform the remaining assignments.

Teachers being laid off at the end of the first semester will be notified no later than November 30. Teachers being laid off at the end the second semester will be notified no later than May 30.

The President of the Bargaining Unit shall be provided with all the relevant information prior to the issuing of the notice of redundancy to teachers being laid off.

19.02 Election:

- a) A Teacher who is subject to lay-off shall elect in writing within the notice period whether to maintain his/her recall rights.
- b) In the event that the Teacher elects to waive his/her recall rights or fails to make an election, the Teacher's employment terminates and the Teacher shall be paid any severance pay to which he/she is entitled under 19.06 below.
- c) In the event that a Teacher elects to maintain recall rights, the Teacher shall be placed on the Recall List for thirty-six (36) months from the effective date of lay-off. In the event that a Teacher is not recalled or does not accept recall within the thirty-six (36) month period, the Teacher's employment shall terminate and the Teacher

shall be paid severance pay to which the Teacher is entitled in accordance with 19.06 below.

- d) A Teacher on the Recall List may at any time during the thirty-six (36) month period renounce recall rights at which time employment will terminate and the Teacher shall receive any severance pay to which the Teacher is entitled in accordance with 19.06 below.
- e) For the remainder of their time on the Recall List, a teacher shall continue to accrue seniority on his or her school's Seniority List.

19.03 **Recall:**

- a) Recall shall be in seniority order provided the Teacher is qualified to perform the teaching assignment.
- b) A Teacher on the Recall List must keep the Board informed at all times of the Teacher's current address and telephone number. The initial attempt to recall eligible laid off Teacher(s) shall be by telephone. If this is unsuccessful, a registered letter shall be sent to the last known address.
- c) A Teacher who has been placed on the Recall List from a full-time teaching assignment shall have the option of accepting or not accepting without loss of recall rights, a temporary or part-time teaching assignment with the Board. However, if such Teacher does not accept the temporary or part-time teaching assignment, the Teacher shall not be considered for recall to any other teaching assignment similar to such assignment. Where the temporary teaching assignment is finished the Teacher shall return to the recall list.
- d) Any Teacher on the recall list shall have the option to maintain his/her benefit coverage at full premium cost to the Teacher payable to the Board in advance on a monthly basis.

- e) Any Teacher on the Recall List who is offered a part- time or full-time teaching assignment shall have a maximum of ten (10) working days from the date of notification by telephone or the posting of the registered letter, in which to report for the teaching assignment.
- f) A Teacher who fails to accept his/her recall or report for work as specified, except where permitted in (g) below, shall lose all recall rights.
- g) A Teacher who is unable to report for work and provides satisfactory medical or other evidence of injury or illness, or who provides another reason satisfactory to the Board, shall not lose recall rights because of failure to report in accordance with 19.03 (f) above. A Teacher shall not be required to accept recall to a school different from the one from which he/she was laid off.
- h) Prior to any external hiring, all teachers, available for recall and qualified for the position, shall be offered the position in accordance with the provisions of this Article.
- i) The Board shall provide a copy of the Recall List to the Bargaining Unit President annually and shall notify the Bargaining Unit President of any changes to the list as they occur.

19.04 **Deemed to Have Terminated Employment:** A Teacher shall be deemed to have terminated employment with the Board if the Teacher:

- a) Voluntarily resigns in writing, or
- b) Fails to report for the teaching assignment within ten (10) days from the mailing notice of recall unless a reason satisfactory to the Board is given, or

- c) Fails to report to work, after being recalled, within ten (10) days of notifying the Board of his/her return to work unless a reason satisfactory to the Board is given, or
- d) elects to waive or renounce his/her recall rights

19.05 **Letter of Reference:** Any Teacher who terminates employment with the Board after being declared surplus, shall receive from the Director of Education a letter stating that the employment of the Teacher was terminated because of a surplus of Teachers and for no other reason.

19.06 **Severance Pay:** A teacher entitled to severance pay under this article shall receive severance pay based upon their years of continuous employment with the Board in accordance with the following. Severance pay under this article is inclusive of any severance pay to which the teacher is entitled under *The Employment Standards Act*.

1 Year	-	8% of current salary
2 Years	-	12% of current salary
3 Years	-	15% of current salary
4 Years	-	18% of current salary
5 Years	-	20% of current salary

ARTICLE 20.0 TERMINATION OF EMPLOYMENT

20.01 A teacher shall notify the Board by November 15 of the Teacher's intention to resign effective the end of first semester. A teacher shall notify the Board by May 15 of the Teacher's intention to resign effective June 30 through August 31.

- 20.02 It is understood that a Teacher shall terminate employment at the end of first semester or June 30 through August 31 except with the consent of the Board. The Board's consent will not be unreasonably withheld where the Teacher is retiring to pension and has provided the Board with thirty (30) school days written notice.
- 20.03 The Board and a teacher who is a night school or summer school continuing education teacher shall give written notice to the other of not less than two weeks should either wish to terminate the Teacher's employment
- a) before the last day of the course(s) being taught by the teacher; or
 - b) provided that fewer than two weeks are to elapse before the start time of the course.
- 20.04 When a Long Term Occasional Teacher has been employed in an assignment for thirty (30) or more school days. The amount of notice provided shall be 2 weeks when the Board receives at least two weeks' notice from the absent teacher of his/her date to return to work or, in all other circumstances, one week.

ARTICLE 21.0 VOLUNTARY TRANSFER

- 21.01 Bargaining Unit Members who wish to be considered for transfer to another secondary school must inform the Director in writing no later than March 31 in the school year immediately prior to the school year for which the transfer will be effective.

21.02 All such requests shall remain on file with the Director until the Bargaining Unit Member requests otherwise.

21.03 Requests for voluntary transfer to a job which has become available at a high school within the Board will be considered before the Board hires a new Teacher. The principal will, upon request, meet with the teacher whose request for transfer has been denied in order to provide reasons for the denial. The teacher shall have the right to OSSTF representation at such a meeting. In order to facilitate voluntary transfers a Member who is transferred to replace a member on leave will remain the responsibility of the originating school.

21.04 Requests for Semester-based transfers between teachers holding similar subject-based qualifications at two different schools will be considered by the respective Principals without prejudice to either teacher's home school Seniority status.

The request for semester-based transfer for the upcoming school year must be received prior to April 30th and the final decision of the Principals will be communicated by June 15th.

ARTICLE 22.0 ACTING ADMINISTRATIVE POSITIONS

22.01 Subject to the provisions set out below, a Teacher who accepts an assignment for a specific term to a temporary position of added responsibility to fulfill the duties of a Vice Principal or Principal temporarily absent from duty for a period of time not to exceed one (1) school year or who has left the Board's employ during the school year, shall continue to be a member of the Bargaining Unit, with all the rights, privileges and obligations thereof, including but not limited to:

- i) Payment and deduction of union dues;
- ii) Participation in the Teachers' benefits plans pursuant to the Collective Agreement;
- iii) Accrual of bargaining unit seniority in the usual course;
- iv) Full recognition and credit for teaching experience for the term the Teacher is in the acting position; and
- v) Access to the grievance procedure.

22.02 The terms and working conditions of the Acting Vice- Principal or Principal assignment shall be those of the Vice-Principal or Principal position as may be determined by the Board. It is agreed and understood, however, that Teachers put into this type of position will not be expected or required to write or present performance appraisals of other Teachers, although they may be required to provide requested factual information to the Board or Principal to assist in the preparation of a teacher appraisal. In addition, it is understood that an Acting Principal or Vice-Principal shall not discipline other OSSTF Members.

22.03 Where the teacher accepts any portion of an assignment to the position of Acting Vice-Principal or Principal for one or more days, the daily salary for the acting position shall be the ordinary starting salary for the Vice Principal or Principal position being replaced, divided by 194, retroactive to the first day of the assignment.

22.04 A decision of the Board to terminate a Teacher's acting assignment to a Vice-Principal or Principal position shall not be considered disciplinary and shall not be the subject-matter of a grievance or arbitration.

22.05 Upon the termination of the acting assignment, the Teacher shall be returned to the Bargaining Unit position held prior to the acting assignment.

22.06 The Board shall provide Acting Vice Principals and Principals with a package outlining their duties and responsibilities.

The Board will offer an annual training session for those individuals identified by the Principal to serve in the capacity of Acting Vice Principal and Principal.

22.07 The Board shall hire an Occasional Teacher to replace any classroom teacher who agrees to perform the duty of an Acting Administrator as per the provisions outlined in this Agreement.

ARTICLE 23.0 POSTING VACANCIES

23.01 The Board agrees to simultaneously post internal and external notices of vacancies in Bargaining Unit positions (including Long Term occasional positions known from the outset to be in excess of one month but not Program Leader positions) which occur during the school year or in the month of July. Postings made outside the school year will open and close within the month of July. Such posting shall be for a minimum of five (5) days (not including weekends and holidays) and the Bargaining Unit President shall be provided with access to a copy of such posting. An email notification shall also be sent to all teachers on the Recall List.

23.02 Posting of vacancies will be accessible on the Board's website.

23.03 The Board will consider permanent applicants within the school who are qualified for the position subject to efficient operation and staffing of the school prior to considering external applicants.

23.04 The Board shall provide to the Bargaining Unit President with access to a copy of the written notification of employment for each new hire (including Long Term Occasional Teachers).

23.05 When posting an LTO position, the Board will indicate in the job posting whether consideration may be given to splitting the assignment. The decision to split the assignment rests solely with the Board once they have reviewed the pool of candidates for a position.

- 23.06 The Board shall consider any qualified Bargaining Unit Member who applies for a posted LTO position that does not conflict with the member's current assignment unless the Board decides that a change in assignment would be beneficial to the school.
- 23.07 Upon request, candidates for a posted vacancy will be provided a debriefing following the selection process.
- 23.08 The Board shall provide the Bargaining Unit President with the names of: all Bargaining unit member applicants to each job posting, and the successful candidate for the position.

ARTICLE 24.0 TEACHER PERFORMANCE APPRAISAL

- 24.01 Performance Appraisals of all teachers shall be conducted in accordance with the Education Act and its Regulations as amended from time to time; however, it is agreed that the conduct of performance appraisals cannot create a difference between the parties or be the subject of a grievance except as set out in 24.04 below
- 24.02 The Board shall consult with the bargaining unit regarding any new policies or operating procedures relating to performance appraisals.
- 24.03 Learning Leads shall not conduct any aspect of performance appraisals, but this shall not preclude Learning Leads from participating in programs of assistance or other remediation.
- 24.04 The conduct of a performance appraisal may be the subject of a grievance only where, as a result of the appraisal of the teacher, the teacher is placed "On Review". Where such a grievance is filed, the entire evaluation process may be challenged notwithstanding the time limits in Article 27 (Grievance/Arbitration Procedure).
- 24.05 When a teacher receives a performance appraisal report which is rated unsatisfactory, the Board shall, with the permission of the teacher, notify the Bargaining Unit President.

- 24.06 The Board shall endeavour to complete all in-class observations for Teacher Performance Appraisals prior to June 1st of the school year.
- 24.07 Where a classroom observation for a Teacher Performance Appraisal is conducted in a class which is outside of the Teacher's area of subject qualifications then that fact shall be taken into account in the evaluation.
- 24.08 Both the Board and OSSTF recognize that a teacher's Annual Learning Plan (ALP) is teacher-authored and teacher-directed document developed in a consultative and collaborative manner with the school Principal.

ARTICLE 25.0 PERSONNEL FILES

- 25.01 All Teachers shall have access to their personnel files maintained by the Principal and the Board. Teachers shall have the right to make copies of any material contained in these file at their expense in accordance with the rates in effect as of September 25, 2008.
- 25.02 Teachers shall receive copies of any materials placed in their personnel files.
- 25.03 A Teacher who believes that a document in his/her personnel file contains inaccuracies or errors may append to the document a notice setting out the Teacher's corrections. Where the Board agrees with the Teacher that a document is inaccurate, the error will be corrected and the inaccurate document removed from the file.
- 25.04 Letters of discipline shall be removed from a Teacher's personnel file following two years of active employment during which no further discipline was received by the Teacher.

ARTICLE 26.0 DEMOTION & DISMISSAL

26.01 No teacher, other than an occasional teacher, shall be disciplined, demoted or discharged without just cause. Notwithstanding this provision, the parties agree that the discipline, demotion or dismissal of a probationary teacher shall be subject to a lesser standard of just cause.

The employment of an occasional teacher may be terminated for any reason provided that the Board acts in good faith.

26.02 The recommendation to the Board for the demotion, discipline, or dismissal of a teacher shall come from the Principal and the Director.

ARTICLE 27.0 GRIEVANCE / ARBITRATION PROCEDURE

27.01 Definition:

- a) A "grievance" shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this collective agreement, between the Member, group of Members or OSSTF and the Board.
- b) A "party" shall be defined as:
 - i) OSSTF;
 - ii) the Board
- c) "Days" shall mean school days unless otherwise indicated.
- d) The "grievor" shall be defined as the party initiating the grievance.

27.02 Informal Stage:

A Member or Group of Members must attempt to resolve a grievance by informal discussion with the principal or immediate supervisor prior to initiating the formal grievance. The Member or Group of Members may be

accompanied by an OSSTF representative at the Member's or Group's request.

27.03 Formal Stage

Step 1

- a) Where OSSTF decides to proceed with a grievance, it shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicating the relief sought and shall deliver the same to the Principal within twenty (20) days from the time of the occurrence of the circumstances giving rise to the grievance or when the Member ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.
- b) The Principal or designate, shall meet with the grievor(s) and the designate OSSTF representative(s) within ten (10) days from the receipt of the formal grievance letter. The Principal or designate shall forward the written decision to OSSTF within five (5) days of such meeting

Step 2

- a) Failing settlement at Step 1, OSSTF may submit the grievance, in writing, to the Director or designate within five (5) days of receiving the decision at Step 1.
- b) The Director or designate shall meet with the designated OSSTF representative(s) within ten (10) days from the receipt of the grievance. The grievor(s) may attend such meeting at the request of the OSSTF representative(s). The Director or designate shall forward a written decision to OSSTF within five (5) days of such meeting.

Step 3

If no settlement is reached, OSSTF may submit the grievance to arbitration within twenty (20) days of receipt of the response as follows:

- a) Arbitration: When either party requests that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the arbitrator. Within five (5) working days thereafter, the other party shall respond in writing indicating their agreement to the arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.
- b) Decision of the Arbitrator: The decision of the arbitrator shall be final and binding upon the parties and upon any Member(s) affected by it.
- c) A grievance relating to the dismissal or discharge of a Member may be filed at Step 2.

27.04 Powers of the Arbitrator: An arbitrator has the powers of an arbitrator under the Labour Relations Act.

27.05 Expenses of the Arbitration

Both parties agree to pay one-half (50%) of the fees and expenses of the single arbitrator.

27.06 Policy Grievance: OSSTF and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall not be filed where the subject matter of the grievance could have been filed as an individual grievance. Such policy grievance shall be presented at Step 2 to OSSTF or the Director of Education and must be filed within twenty (20) days of the occurrence of the circumstances giving rise

to the grievance or when OSSTF or the Board ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.

27.07 Grievance Mediation:

- a) At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
- b) The time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

27.08 Other:

- a) All time limits herein for the grievance and arbitration procedure are mandatory and may be extended only upon written consent of the parties.
- b) If the grievor or OSSTF fails to act within the time limits set out at any of the stages or steps of the grievance or arbitration procedure, the grievance will be considered abandoned. If the Board or its representatives fails to reply to a grievance within the time limits set out at any of the stages or steps of the grievance or arbitration procedure, OSSTF may submit his/her grievance to the next step of the procedure.
- c) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.

- d) Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.
- e) There shall be no reprisals of any kind taken against any Member because of the Member's participation in the grievance or arbitration procedure under this Agreement.

ARTICLE 28.0 PROFESSIONAL ACTIVITY DAYS

- 28.01 The Board shall provide information to the Bargaining Unit President about the professional development activities provided by the Board.
- 28.02 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.
- 28.03 A Long Term Occasional Teacher will be paid for a Professional Activity Day that falls within that assignment and will be required to participate in the scheduled professional activity sessions.
- 28.04 A Supply Teacher may attend on a voluntary basis and without pay, scheduled Professional Activity Days arranged by the Board. Requests to attend shall be in writing to the Principal at least ten (10) teaching days before the scheduled Professional Activity Day and shall be granted subject to the availability of space.
- 28.05 Where the Board requires Supply Teachers to receive training -such as Health and Safety or Emergency Preparedness training- the Supply Teachers shall be paid for time spent in attendance at such training.
- 28.06 All Occasional Teachers on the Occasional Teacher Roster shall have the right to attend one (1) paid Professional Activity Day per year on such day as identified by the Board.

ARTICLE 29.0 TRAVEL ALLOWANCE

29.01 Eligible employees who are authorized to use their personal vehicles on Board business shall be reimbursed at the Board's current rate.

ARTICLE 30.0 LABOUR MANAGEMENT COMMITTEE

30.01 There will be a Labour / Management Committee on which the Bargaining Unit shall be allowed one representative.

30.02 The purpose of this Committee shall be to foster better understanding and cooperation between the parties.

30.03 The Committee shall meet during the school year as determined by the committee but not more frequently than once a month. Meetings may be conducted electronically.

30.04 No member of the Committee will suffer a deduction from his/her regular salary as a result of attending a committee meeting.

ARTICLE 31.0 HEALTH AND SAFETY

31.01 Health and Safety shall be governed by the applicable provisions of the Occupational Health and Safety Act.

31.02 Training required by the Occupational Health and Safety Act shall be provided at the Board's expense to members of the Joint Health and Safety Committee. A member of the Bargaining Unit shall participate in the Joint Health and Safety Committee.

ARTICLE 32.0 DICRIMINATION / HARASSMENT

32.01 The parties agree to comply with their obligations under the Ontario Human Rights Code including those obligations with respect to the accommodation of employees with disabilities.

Accordingly, the parties agree that there shall be no discrimination against members because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, same sex partnership status, family status, or disability as defined and provided for in the Code.

The parties further agree that there shall be no discrimination against members because of participation or non-participation in lawful union activities.

ARTICLE 33.0 CRIMINAL RECORDS CHECK

33.01 The Board shall pay the cost of the first criminal record check required in respect of an incumbent teacher in 2003, provided the teacher participates in the process operated by the Ontario Education Services Corporation.

33.02 Access to and the use and disclosure of records and information (including offense declarations and CPIC records) obtained pursuant to Regulation 521/01 of the Education Act shall be consistent with the provisions of the Municipal Freedom of Information and Protection of Privacy Act.

Normal, daily access to such records and information shall be limited to Human Resources and those persons designated by the Director of Education. The Manager, Human Resources shall advise the bargaining unit President of the names of those so designated. Such personnel shall not be members of the bargaining unit.

ARTICLE 34.0 SICK LEAVE

PART A- Teachers

34.01 By October 30th of each year, each Teacher on staff shall be provided with a statement of the number of unused Sick Leave Days accumulated to June 30th of the prior school year for the purpose of topping up salary to one hundred percent (100%) under the STLDP.

- 34.02 Every period of absence is to be reported by all teaching personnel by notifying the person designated by the Board as soon as possible.
- 34.03 The Board may require a Teacher to submit a certificate from a qualified medical or dental practitioner, for absences of five (5) consecutive school days or more due to sickness, physical and/or mental disability. The Board shall reimburse the teacher for the cost, if any, charged by the practitioner for the certificate.
- 34.04 Should a Teacher totally exhaust his/her sick leave credits and be unable to return to work, the Board shall grant the Teacher a leave of absence without pay for the remainder of the school year. The Board may grant further leaves of absence of up to one school year at a time upon a review of the Teacher's condition and prognosis. Any costs incurred in obtaining the medical reports or for the appointment will be paid by the Board.
- 34.05 Prior to introducing an Attendance Management Policy applicable to employees in the Bargaining Unit, the Board will provide the Union with a reasonable opportunity to provide input into the policy.
- 34.06 A member shall have the right to OSSTF representation at any meeting which is part of an attendance management system or any meeting where the member's attendance history is to be discussed.
- 34.07 The Board shall ensure that all medical information is stored in a secure location and in a confidential manner. The Teacher shall have access to their file upon request.

PART B - Occasional Teachers

- 34.08 (a) At the end of the long term occasional teaching assignment any outstanding sick leave credits will be maintained where the Long Term Occasional Teacher secures a permanent teaching position in the same assignment with no break in service.
- (b) The Board may require a Long Term Occasional Teacher to submit a certificate from a qualified medical or dental practitioner, for absence of

five (5) consecutive days or more due to sickness, physical and/or mental disability.

34.09 Retirement Gratuity:

Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:

- 34.10.01 Upon superannuating on a bona fide Ontario Teachers' Pension Plan pension from employment with the Superior-Greenstone District School Board, subsequent to five years continuous service with the Board, the teacher shall receive a retirement gratuity, providing one year's notice is given of the intent to retire. Where such notice is not given the Board may withhold payment until the following budget year.
- 34.10.02 When a teacher becomes entitled to receive a gratuity under this Article, the Board shall so inform that teacher in a letter of the form attached as Schedule A to this Agreement. The Board shall allow the teacher at least thirty days after receipt of such notice to provide written instructions as to the method of payment. If no instructions are received, the payment will be made either by cheque or directly to the teacher's account.
- 34.10.03 This retirement gratuity is:
- a) calculated at the rate of 6% of accumulated sick leave after the first five years;
 - b) increased by 2% per year thereafter to a maximum of 50%;

c) calculated on the past year's salary.

Calculation:

$$\begin{array}{rcl} 12 \text{ years} & - & 20\% \\ 20\% \text{ of } 180 \text{ days} & - & 36 \text{ days} \\ \text{Daily rate of pay} & - & \frac{70,660}{200} = \$353. \end{array}$$

Amount of Retirement Gratuity = 36 days X \$353.
= \$12,718.
(subject to usual deductions of income tax, etc.)

In the event of the death of a teacher while employed by the Board, any retirement gratuity payable will be paid to the teacher's estate or assigned beneficiary.

Any teacher accepting this gratuity forfeits all of his/her accumulated sick leave credits as per the following example:

Applicable provisions of Board Salary Agreement:

- sick leave accumulates 20 days per year to a maximum of 225 days
- retirement gratuity is 6%, of accumulated sick leave after five years service
- retirement gratuity increases by 2% of accumulated sick leave in the 6th and subsequent years until a maximum of 50% is reached.
- The gratuity is calculated on the past year's salary which would ordinarily be the September-June salary for the school year immediately preceding retirement, or the calendar year's salary if retirement occurred on December 31st

Example: A teacher has taught for the Board for 12 years, has a salary of \$70,660 in the last year of employment, and a sick leave accumulated total of 180 days.

34.11 **Group Life and Benefit Plans:**

PART A

- a) The Board shall contribute 100% towards the premium costs for all benefits listed below with the exception of the LTD benefit. Employees shall pay the remaining premium costs through payroll deduction. Employees shall pay 100% of the premium costs for LTD. Benefit coverage shall be as provided in the Master Plan in effect at September 1, 2004 and as amended by this Collective Agreement.

1. Life insurance for the employee equal to \$320,000 convertible.
2. Dependent Life Insurance
 - a) Spouse - \$20,000
 - b) Each Child - \$ 10,000
3. Long Term Disability Insurance with a waiting period the later of 80 working days or expiration of sick leave.
4. Accidental Death and Dismemberment equal to \$275,000
5. Medical Insurance (drugs deductible), excess Doctors' fees, private hospital accommodation where available, vision care, etc.

- Vision Care Maximum: \$400.00/12 mth

- Laser Eye Surgery: Lifetime maximum \$500.00

- Hearing Aids coverage: \$2,000.00/5 Years

- Chiropractic fees in excess of Provincial Health Care Coverage

- Combined physio, massage therapy, and acupuncture subject to \$40.00 per treatment with a combined maximum of \$1,000.00 per calendar year.

Treatment must be authorized in writing by an attending physician legally licensed to practice medicine.

6. Dental Benefit Plan (Fee Schedule is to be kept up-to-date.)

Dental Basic	\$2,500.00 per calendar year
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Dental 2 – Dentures	\$3,000.00 per calendar year
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Dental 3 – Major Restorative	\$3,000.00 per calendar year
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Dental 4 – Orthodontics	\$3,000.00 lifetime maximum
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- b) The Board reserves the right to negotiate with an insurer of its own choice. No change in the Master Plan will take place without prior discussion with the local affiliate. The benefit plans are not part of this collective agreement. The Board's sole obligation shall be to make a contribution towards the premium costs of the benefits.

(1, 3 and 4 above are conditions of employment)

c) Retired Teachers

All teachers retiring after August 31, 1992 will have the option to continue in the Board's Extended Health and Dental Insurance plans. The participant is responsible for 100% of the premium costs for these plans. Payments are to be made in two installments on Sept 1 and March 1. The onus is upon the participant to ensure payment is received by the Board on time. Failure to meet the above deadlines will result in automatic cancellation of the benefits. The Board will send notice of the required premium 30 days prior to the due date to the address of last record. The coverage is non-transferable upon death of the retired teacher and will not be extended beyond the month the teacher turns 65 years of age.

- d) Any changes to this benefit package caused by negotiation of this agreement will become effective the first day of the third month after date of signing this collective agreement. Current benefits will continue until agreement is signed (with the exception of strike action).
- e) In view of the Board's contribution to the above benefit plan, the employees' share of the E.I. rebate shall be retained by the board.

PART B – Occasional Teachers

- a) Benefit eligibility in accordance with this Article shall be granted only to Long Term Occasional Teachers who are required to teach for a period of two (2) or more consecutive months as substitute for the same teacher.
- b) If the assignment is known in advance to exceed two (2) consecutive months, benefit entitlement for Long Term Occasional Teachers will commence at the outset of the assignment.
- c) If the assignment is not known to exceed two (2) consecutive months at the outset of the assignment, benefit entitlement for Long Term Occasional Teachers will commence on the first day of the third (3) month or as soon as it becomes known that the assignment will exceed two (2) consecutive months.
- d) Long Term Occasional Teachers with benefit eligibility shall be entitled to participate in the Medical Insurance and Dental Benefit Plans as set out in Sub-clauses 5 and 6 of Article 34.14 (a) of the Secondary Teachers' Collective Agreement. The Board shall contribute one-hundred percent (100%) towards the premium cost of these benefits.

ARTICLE 35.0 LEAVES OF ABSENCE

35.01 Leave of Absence Without Pay

A leave of absence without salary and benefits or sick leave credits may be granted by the Board for up to two (2) years upon the recommendation of the Director of Education. The teacher will be provided a teaching position at the same school for which the Teacher is qualified upon the Teacher's return from the leave subject to the staff reduction provisions of this agreement. A teacher who has been granted a leave of absence for more than one school year may return to work as of September 1 of the 2nd school year if he/she provides written notice to the Board by April 30th of the first year of the leave.

Special Compassionate

- a) Special compassionate leave of up to five (5) days in any school year without loss of salary, benefits, experience or sick leave credits may be granted at the discretion of the Principal. Reasons for such leave may include, but are not limited to, severe illness in the immediate family, absence for the purpose of seeking medical attention for dependents or spouse, death of a close personal friend or arrival home of a newborn or adoptive child.
- b) Family medical leave must be granted in accordance with the Employment Standards Act as amended from time to time.

Bereavement Leave

For death in the immediate family the teacher is permitted to be absent without loss of salary, benefits, experience or sick leave credits for a period of up to but not exceeding five (5) school days. When used herein, immediate family includes father, mother, father-in-law, mother-in-law, spouse (spouse shall include common-law and same sex partners), son, daughter, stepchildren, sister, brother, grandparents, grandchildren, legal

guardian, sister-in-law, brother-in-law, son-in-law, daughter-in-law. The first such day is to be within two days of the day of death.

Bereavement Leave-Memorial Service

For attendance at a Memorial Service that could be held at a later date for a death in the family, as defined in Clause 35.03(a), the employee may elect to use all or part of the five (5) Bereavement Days from Clause 35.03(a) Bereavement Leave to attend the service without loss of salary, sick leave credits, benefits, seniority, or experience.

School Business

Absence without loss of salary, benefits, experience or sick leave credits shall be granted a Member while on approved school business.

Medical Quarantine

Absence without loss of salary, benefits, experience or sick leave credits shall be granted a Member for a period of quarantine, when declared by the Medical Officer of Health or designate.

Jury/Witness Duty

Absence without loss of salary, benefits, experience or sick leave credits shall be granted a Member for Jury Duty, or when a subpoena is issued by court order to an employee who is not a party to a court charge.

Federation Business

Absence without loss of salary, sick leave credits, benefits, and experience shall be granted according to the following:

- a) At the request of the Bargaining Unit Executive, the Principal shall grant a Member a leave of absence to permit punctual attendance at OSSTF workshops and meetings. Leaves of absence granted under this section will not exceed in the

aggregate, twenty five (25) days during the school year per school.

- b) At the request of the Branch President, the Principal shall grant the Branch President a leave of absence to attend to federation/school business matters which occur during the regular school hours. Leave of absence granted under this section will not exceed in the aggregate, ten (10) days during the school year per school.
- c) At the request of the Bargaining Unit President, the Director shall grant the Bargaining Unit President a leave of absence for up to one school year. The Bargaining Unit shall inform the Board no later May 15th as to the FTE portion of the President's leave of absence to be taken in the following school year.
- d) OSSTF shall reimburse the Board for any replacement costs incurred by the Board in granting the leaves described in paragraphs (a) and (b).
- e) For the leaves described in paragraph (c) above, the OSSTF shall reimburse the Board for the cost of the salary, statutory and negotiated benefits of the teacher on the lowest grid step in the Bargaining Unit President's home school, equivalent to the FTE portion of the President's leave, during the period of the Bargaining Unit President's approved leave.
- f) Notwithstanding paragraph (e), the OSSTF's reimbursement to the Board shall not exceed Category 3 Year 2 grid step, prorated for the portion of the President's approved leave.

**Notwithstanding clause f), for the 2021-2022 school year, reimbursement shall be outline in the attached Letter of Understanding regarding Temporary Language.*

Adverse Weather Conditions

- a) Under adverse weather conditions a teacher shall make an individual decision on the matter of whether it is safe to travel to work.
- b) Where a personal decision is made to remain at home the teacher shall report this decision to his/her Principal immediately and provide reason (s) thereof. In this case, the teacher shall be granted a leave of absence without pay or may use a Personal Leave Day if one is available
- c) Where a teacher is prevented from traveling from his/her principal residence to his/her school by a road closure the teacher shall suffer no loss of salary, benefits, experience or sick leave.

Personal Leave Days

Each teacher shall be allowed up to three personal leave days each school year. The days are to be taken with the approval of the principal.

Each Long Term Occasional Teacher who is required to teach for a period of three (3) or more consecutive months as a substitute for the same teacher shall be allowed one (1) personal leave day per each three (3) month period of long term teaching assignment to a maximum of three (3) days per year. The day is to be taken with the approval of the Principal.

ARTICLE 36.0 WORKPLACE SAFETY INSURANCE BENEFITS (WSIB) TOP-UP BENEFITS

- 36.01 Where a teacher is receiving WSIB benefits, that teacher is entitled to received WSIB top-up to 100% of their salary for a maximum of four (4) years and six (6) months without deduction from sick leave.
- 36.02 A teacher who was receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the employee received WSIB top-up prior to September 1, 2012.

ARTICLE 37.0 PREGNANCY LEAVE BENEFITS

- 37.01 The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- 37.02 SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- 37.03 Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in 37.01 above, with the length of the SEB benefit limited by the term of the assignment.
- 37.04 Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- 37.05 The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

- 37.06 Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- 37.07 For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- 37.08 Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STOLP through the normal adjudication process.
- 37.09 If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- 37.10 The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- 37.11 Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- 37.12 A SEB plan to top up their E.1. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.1. and their regular gross pay.
- 37.13 Notwithstanding the above, effective January 1st, 2017 the SEB Plan will be payable as follows:
1. The Board provides a weekly benefit for the one-week Employment Insurance waiting period at a weekly rate equal to 100% of the employee's normal weekly earnings.

2. The Board will then pay six (6) weeks of top-up from the member's EI rate to 100% of the employee's normal weekly earnings.
3. After the six (6) weeks of top-up, the Board will pay the equivalent of one (1) week of the employee's normal earnings split up over the following three (3) weeks in a manner that ensures that the member does not earn over 100% of their normal weekly earnings in any given week.
4. It is understood that the total amount paid by the Board shall not exceed what the member would have earned at two (2) weeks of 100% pay and six (6) weeks of top-up from their EI rate to 100% of their regular pay.
5. Should there be further changes to the Employment Insurance Act, the Parties agree to meet to discuss changes that ensures an approach to administering the pregnancy and parental SEBs that is cost neutral such that the Board pays out and the amount the employee receives for the SEB would be the same as they would have paid out or received prior to the EI changes in 2017.

ARTICLE 38.0 PREGNANCY AND PARENTAL LEAVE

38.01 Pregnancy and Parental leaves shall be in accordance with the Employment Standards Act.

38.02 Upon application from a Member on pregnancy or parental leave, the Board may grant an extension to the leave of up to two (2) school years. The extended leave must terminate on the day immediately preceding the first day of school or the first school day of the second semester or such date as mutually agreed. The return date shall be clearly stated prior to the commencement of the leave.

38.03 The Teacher shall be eligible to remain in the Benefits Group. For the period of the leave in excess of the statutory portion of the leave the Teacher shall pay 100% of the premium costs and shall not accumulate sick leave credits or teaching experience.

38.04 Subject to the approval of Revenue Canada, the Board will pay the teacher who qualifies for parental leave as outlined in this article the equivalent of 100% of the Teacher's salary for the two (2) week waiting period. Weekly salary is calculated as follows: Annual Grid Salary plus Allowances divided by 194 days multiplied by five.

ARTICLE 39.0 TEACHER-FUNDED LEAVE

39.01 Preamble

The Superior-Greenstone District School Board and OSSTF assume no responsibility for any consequences arising out of this plan related to effects on teachers' pension plan provisions, income tax arrangements, Employment Insurance, the Canada Pension Plan or any other liabilities incurred by a Teacher as a result of participation in this plan.

39.02 Description

39.02.01 This Teacher-funded leave plan is developed to afford Teachers the opportunity of taking a leave of absence through deferral of salary to finance the leave.

39.03 Application

39.03.01 A Teacher must make written application to the Director of Education on or before January 31st requesting permission to participate in the plan commencing in September of the same Calendar Year.

- 39.03.02 Written acceptance, or refusal, of the Teacher's request, with explanations, will be forwarded to the Teacher by April 1st in the school year in which the request is made.
- 39.03.03 Approval of individual requests to participate in the plan shall rest solely with the Board.

39.04 Pay deduction Formula and Leave of Absence

- 39.04.01 In each year of the plan preceding the year of leave a teacher will be paid a reduced per centum of his/her proper grid salary and applicable allowances.

The remaining per centum of annual salary will be deferred and this accumulated amount, shall be retained for the Teacher by the Board in a True Savings Account at the Board's Bank. Interest earned on the True Savings Account will be paid out annually prior to December 31st.

- a) OR, with the approval of the Board, a Teacher may elect some alternate method of funding his/her leave.
- b) Federation fees and pension plan deductions will be at the direction of the appropriate agency.

- 39.04.02 While a Teacher is enrolled in the plan, and not on leave, any benefits tied to salary shall be structured according to the salary the Teacher would have received had he/she not been enrolled in the plan.

- 39.04.02 A Teacher's fringe benefits will be maintained by the Board during his/her leave of absence, however, the premium costs of all fringe benefits shall be entirely paid by the Teacher during the year of absence at the Board's group rates.

- 39.04.03 A Teacher's fringe benefits will be maintained by the Board during his/her leave of absence, however, the premium costs of all fringe

benefits shall be entirely paid by the Teacher during the year of absence at the Board's group rates.

- 39.04.04 While on leave, any benefits tied to salary level shall be structured according to the salary the Teacher would have received in the year prior to taking the leave had he/she not been enrolled in the plan, or according to the salary the Teacher would receive in that year if he/she was not enrolled in the plan, at the option of the Teacher.
- 39.04.05 Where fringe benefits are not a condition of employment, a participant may choose to opt out in the year of his/her leave.
- 39.04.06 A Teacher may apply to take his/her leave in other than the fifth year of this plan, if mutually agreed to by the Teacher and the Board.

39.05 Terms Reference

- 39.05.01 On return from a leave a Teacher will be assigned to his same position or, if due to declining enrolment patterns said position no longer exists, the Teacher will be governed by the appropriate terms of this Agreement.
- 39.05.02 Sick leave credits will not be accumulated during the year spent on leave.
- 39.05.03 Teachers declared redundant will not be eligible for this plan.
 - a) A Teacher enrolled in this plan who has been declared redundant shall be paid any monies deferred plus interest accrued to the date of withdrawal from the plan in accordance with Clause 38.05.04 below.
- 39.05.04 Repayment shall be made as per Agreement between the Teacher and the Board.
- 39.05.05 Pension Plan deductions are to be continued as provided by the current ruling of the Teachers' Pension Plan Board.

- 39.05.06 A Teacher may withdraw from the plan at any time prior to March 1st of the calendar year in which his/her leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board. Repayment shall be as per Clauses 39.05.03(a) and 39.05.04 above.
- 39.05.07 In the event that suitable replacement cannot be hired by June 1st in the calendar year in which the leave is to be taken by a Teacher who has been granted a leave, the Board may defer the year of the leave. In this instance, the Teacher may choose to remain in the plan and/or receive payment upon withdrawal as provided. Under no circumstances shall the leave be taken beyond the sixth year of the commencement of the plan.
- a) Should Clause 39.05.07 result in a leave of absence being taken past the final year of the individual's plan, any monies accumulated by the terminal date of his/her plan will continue at the discretion of the Teacher.
- 39.05.08 Should a Teacher die while participating in this plan, any monies accumulated, plus interest accrued at the time of death, will be paid to the Teacher's estate.
- 39.05.09 All Teachers wishing to participate in the plan shall be required to sign an agreement supplied by the Board before final approval for participation will be granted.
- 39.05.10 The year of leave shall not be recognized for salary calculation purposes.
- 39.05.11 Seniority shall accumulate during the year of leave.
- 39.05.12 The year of leave shall not be calculated in the determination of any retirement gratuity.

ARTICLE 40.0 CONTINUING EDUCATION

- 40.01 This Article specifies the salary allowances and other mutually agreed items of "Continuing Education Teachers (Secondary)" as defined by The Education Act. No other provisions of the Collective Agreement shall apply to Continuing Education Teachers unless expressly indicated otherwise in this Article.
- 40.02 Continuing Education Teacher means a teacher employed by the Board to teach a secondary school credit course established in accordance with the Education Act for which membership in the College of Teachers is required by the Regulations in combination with non-credit courses.
- 40.03 A Continuing Education Teacher shall teach an average of 6 hours or more at a community learning site per day for one or more semesters. The number of hours worked per day beyond the average of 6 hours to make the program effective shall be subject to Board and Federation agreement. Part-time Continuing Education Teachers shall have their average hours of work per day pro-rated to match their assignment
- 40.04 All Continuing Education Teachers required to travel to a community learning site shall be entitled to mileage to and from the designated home high school site as outlined in Article 29.0 of the Collective Agreement.
- 40.05 A Continuing Education program registrant shall be defined by one student/credit. Where a Continuing Education Teacher's assignment pierces the threshold of 25 registrants, the Board and Federation agree to meet to determine whether additional Continuing Education Teacher hires shall be made.
- 40.06 The principle work of a Continuing Education Teacher shall be to assist and help facilitate the learning of those Continuing Education

student registrants enrolled in non- Continuing Education instructed e-learning courses provided by the Board; facilitate the learning of, and provide the assessment required, for those student registrants enrolled in a locally provided ILC (or Ministry of Education available non-e-learning on-line) type credit course offered through the Continuing Education program; and/or provide the required instruction and assessment for any locally developed "Design Your Own Future" type Continuing Education course.

40.07 The following clauses of the SGDSB OSSTF Teachers' Collective Agreement shall apply to the Continuing Education Teacher:

Article 1	Purpose
Article 2	Definitions
Article 3	Recognition
Article 12	Union dues\Levy & Method of Payment - Part B Occasional Teachers
Article 27	Grievance/Arbitration Procedures
Article 29	Travel Allowance
Article 31	Health & Safety
Article 32	Discrimination/Harassment
Article 34.11	Group Life and Benefit Plans - Part B – Section d) only
Article 35	Leaves of Absence - as outlined for Long Term Occasional Teachers

- 40.08 Effective September 1, 2019 Continuing Education Teachers shall be paid an hourly rate of 40.02 + 4% vacation pay.
- Effective September 1, 2020 Continuing Education Teachers shall be paid an hourly rate of 40.42 + 4% vacation pay.
- Effective September 1, 2021 Continuing Education Teachers shall be paid an hourly rate of 40.82 + 4% vacation pay.
- 40.09 All Continuing Education Teachers shall be allocated two (2) Sick Leave credits for each full month of employment to a maximum of twenty (20) Sick Leave credits per calendar school year upon hire. These credits shall be pro-rated for all Continuing Education Teachers hired after the school year had commenced.
- 40.10 All Continuing Education Teachers shall have a minimum of forty (40) minutes uninterrupted lunch.
- 40.11 All Continuing Education Teachers shall be permitted a fifteen (15) minute paid rest period both in the first half and the second half of the normal work day.
- 40.12 For all Continuing Education Teachers, the Board recognizes the following as paid Statutory Holidays:
- New Years Eve
 - New Years Day
 - Family Day
 - Good Friday
 - Easter Monday
 - Victoria Day
 - Dominion Day and Civic Holiday – if applicable
 - Labour Day
 - Thanksgiving Day
 - Christmas Day
 - Boxing Day

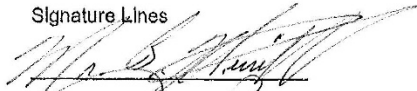
- 40.13 Continuing Education Teachers shall qualify and be paid for the above holidays in accordance with the Employment Standards Act
- 40.14 Continuing Education Teachers shall have the option of participating in any Board planned Professional Activity day.
- 40.15 Student registrant enrolment in the Continuing Education program shall not negatively affect the student Full-Time Equivalent and/or Average Daily Enrolment of any high school within the system as a result of any secondary or Ministry program aimed at promoting the success of a high school enrolled student.

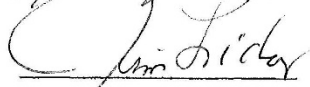
ARTICLE 41.0 DURATION AND RENEWAL

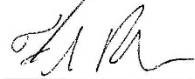
- 41.01 This Agreement shall be in effect from September 1, 2008 and shall continue in force up to and including August 31, 2012 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 41.02 If either party gives notice of its desire to negotiate amendments in accordance with Article 41.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of this Agreement, in accordance with the Ontario Labour Relations Act.
- 41.03 Except for error, inadvertence, or omissions, this Agreement shall form the basis for computing all salaries and other terms defined herein. Amendments (deletions or additions) to clauses defined herein shall be made only by mutual consent of the parties concerned in this agreement and shall be subject to ratification by the parties.

Dated at Thunder Bay, Ontario, this 28th day of April, 2021

Signature Lines

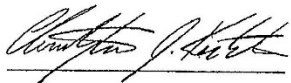


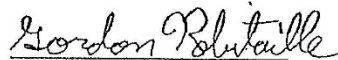




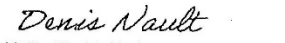







For the Union




For the Employer

APPENDIX A – PREGNANCY & PARENTAL LEAVE

For further details please consult the Employment Standards Act and the Employment Insurance Act

APPENDIX B – FAMILY MEDICAL LEAVE

For further detail please consult the Employment Standards Act and the Employment Insurance Act.

SCHEDULE 'A'

SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD

Letterhead

Dear:

Under the terms of the Collective Agreement between the Superior-Greenstone District School Board and the Ontario Secondary School Teachers' Federation, you are entitled to a Retirement Gratuity in the amount of \$_____.

Unless we receive written instructions from you regarding the method of payment within thirty days of your receipt of this Notice, this Gratuity will be paid directly to you, with the following deductions:

Income Tax: \$_____;

Other: \$_____;

Ontario Secondary School Teachers' Federation advises that you seek advice before this gratuity is paid directly to you, as the above deductions can be avoided.

(Authorized Signature)

Letter of Understanding

Between

Superior-Greenstone District School Board
(herein referred to as the “Employer”)

And

Ontario Secondary School Teachers Federation (OSSTF)
(herein referred to as the “Union”)

RE: Guidance Teacher and Special Education Teacher Assignment Flexibility

The parties agree to the following:

For the 2021-2022 school year, each school shall have non-classroom assigned Guidance and Special Education teachers assigned to it according to the following:

If the average of the ADE students in the school on October **31** and March 31 (or the Ministry count dates) of the preceding school year is more than 50:

1.0 Guidance Teachers
1.0 Special Education Teachers.

Each school with a minimum of 50 Average Daily Enrollment (ADE) students shall be granted its 1.0 Guidance Teacher and its 1.0 Special Education teacher from a base minimum staffing allocation of 10.5 FTE teachers. All additional staffing allocation shall be subject to the Board’s discretion.

In order to facilitate efficient use of school resources, the principal may assign teaching assignments of in-class instruction from the 1.0 positions if student ADE is below 85 as set out below:

- a. Guidance Teachers may be assigned to instruct one (1) period of instruction from the Guidance Teachers qualification or otherwise upon mutual.
- ~~b.~~ Special Education Teachers may be assigned to instruct one (1) period of instruction from the Special Education Teachers qualification or otherwise upon mutual consent.

The Guidance Teacher and the Special Education Teachers shall not be assigned periods of instruction within the same semester.

This Letter of Understanding shall take effect on April 28th, 2021 and shall expire upon August 31, 2022 unless extended by mutual consent or in the event that the Grants for Student Needs funding formula (Specialized Supported School Funding formula) is prohibitively reduced.

**Letter of Understanding
Between**

**Superior-Greenstone District School Board
(herein referred to as the “Employer”)**

And

Ontario Secondary School Teachers Federation (OSSTF)

(herein referred to as the “Union”)

RE: Temporary Language

The parties agree to the following temporary language, for the 2021-2022 school year:

New Temporary Language

35.07

f) Notwithstanding paragraph (e), the OSSTF’s reimbursement to the Board shall not exceed Category 2 Year 2 grid step, prorated for the portion of the President’s approved leave.

15.02

For Guidance and Special Education staffing language, refer to the attached Letter of Understanding regarding Guidance Teacher and Special Education Teacher Assignment Flexibility.

Letter of Understanding

-between-

The Superior-Greenstone District School Board

-and-

The Ontario Teachers' Secondary School Teachers' Federation,

District 6B

Extra-Curricular

The Board recognizes and appreciates the efforts of its teachers in providing extra-curricular activities for students. The Board believes that extra-curricular activities and any associated administrative duties should remain voluntary and has no intention to treat them otherwise.

Letter of Understanding

-between-

The Superior-Greenstone District School Board

-and-

The Ontario Teachers' Secondary School Teachers' Federation,

District 6B

E-Learning

Any teacher assigned to teach an E-Learning credit course shall be subject to the workload provisions as set out in the Collective Agreement.

All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking E-Learning credit courses shall be the responsibility of the teacher who is assigned to the E-Learning credit course.

All E-Learning credit courses shall be scheduled during the regular school day and the delivering teacher's location shall be in his/her home school.

All teachers teaching an E-Learning course or courses shall be assigned a workstation/work area in the teacher's home school with the necessary resources for teaching the online E-Learning course and shall receive the training necessary in the operation of the technology that is required to deliver the program.

The Board shall provide the appropriate support personnel to maintain and repair the computer hardware, software and networks required to deliver the E-Learning courses.

Letter of Understanding

-between-

The Superior-Greenstone District School Board

-and-

The Ontario Teachers' Secondary School Teachers' Federation,

District6B

Professional Development Committee

The Board agrees to establish a Professional Development Committee with equal representation from management and the Bargaining Unit to collaboratively develop and deliver PA/PD activities for the secondary panel.



COLLECTIVE AGREEMENT

BETWEEN

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 7**

OCCASIONAL TEACHERS

and

BLUEWATER DISTRICT SCHOOL BOARD

EFFECTIVE

SEPTEMBER 1, 2019 TO AUGUST 31, 2022

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OSSTF TEACHERS COLLECTIVE AGREEMENT PART A

C 1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C 2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C 3.00 DEFINITIONS

C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

C3.2 The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).

C3.3 “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.

C3.4 “Employee” shall be defined as per the *Employment Standards Act*.

C3.5 “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C 4.00 CENTRAL LABOUR RELATIONS COMMITTEE

C4.1 OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C4.2 The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.

C4.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.

- vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.

- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C 6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C 7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms. The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.

- ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
- iii. The Crown shall make only one payment under b).
- iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
September 1, 2019: 4%
September 1, 2020: 4%
September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C 8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C 9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

- a) Sick Leave Benefit Plan
The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.
- b) Sick Leave Days
Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

- e) Short-Term Leave and Disability Plan Top-up
 - i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
 - ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
 - iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
 - iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
 - v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.
- f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
 - ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
 - iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.
- g) Administration
 - i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
 - ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
 - iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
 - iv. At no time shall the employer or any of its agents contact the medical practitioner directly.

- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C 10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C 11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C 12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C 13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.

- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00

E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

<i>Employee Group:</i>	<i>Requested By:</i>
<i>WSIB Claim:</i> <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>WSIB Claim Number:</i>

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)		Employee Signature:	
Employee ID:		Telephone No:	
Employee Address:		Work Location:	
1. Health Care Professional: The following information should be completed by the Health Care Professional			
Please check one:			
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.			
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3			
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.			
First Day of Absence: _____		General Nature of Illness (please do not include diagnosis): _____	
Date of Assessment: dd mm yyyy			
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.			
PHYSICAL (if applicable)			
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Use of hand(s): Left Hand Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify): <input type="checkbox"/> Other (please specify):	

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision-Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: _____ dd mm yyyy		
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: _____ dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

**LETTER OF AGREEMENT #2
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

**LETTER OF AGREEMENT #3
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
 - a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
 - b) Discussions may only include local language pertaining to class size and PTC or equivalent.
 - c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
 - d) All reasonable requests for data related to class size will be shared by both parties.
 - e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
 - f) Should the local parties be unable to reach agreement within two (2) weeks of the date of

central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. **Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments**

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**LETTER OF AGREEMENT #5
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

**LETTER OF AGREEMENT #6
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

**LETTER OF AGREEMENT #7
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;

- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;

- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

**LETTER OF AGREEMENT #10
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

**LETTER OF AGREEMENT #11
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

**LETTER OF AGREEMENT #12
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

**LETTER OF AGREEMENT #4
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French;
and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan

that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement ("OSSTF represented employees") and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

- 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
- 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
 - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

- a. If available, the paid premiums or contributions or claims costs of each group;
or
- b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the

Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:

- i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums, then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.

5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.

5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the

Trust, including:

- a. Validation of the sustainability of the respective Plan Design;
- b. Establishing member contribution or premium requirements, and member deductibles;
- c. Identifying efficiencies that can be achieved;
- d. Adopting an Investment Policy; and
- e. Adopting a Funding Policy.

5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
- b. Fund claims stabilization or other reserves;
- c. Improve plan design;
- d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

**LETTER OF AGREEMENT #6
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

- 1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
- 3. A SEB plan with existing superior entitlements;
- 3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year. Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

OSSTF OCCASIONAL TEACHERS COLLECTIVE AGREEMENT PART B

ARTICLE 1 - PURPOSE

1.01

It is the intent and purpose of the Parties to this Collective Agreement, hereinafter referred to as "The Agreement", which represents the entire negotiated Collective Agreement between the Parties, to set forth certain terms and conditions of employment including salaries which govern the occasional teachers employed by the Board in its secondary schools.

1.02

To strive to maintain a harmonious relationship between the Parties and to cooperate to the fullest extent to provide the best possible educational services.

ARTICLE 2 - TERM OF AGREEMENT

2.01

This agreement shall be for a term of **September 1, 2019, to August 31, 2022**, and shall continue from year to year thereafter unless either party gives notice in writing within ninety (90) days of the expiry date hereof of that Party's intention to renew the Collective Agreement with or without modification, or to make a new Collective Agreement.

2.02

During the term of this Agreement, amendments to any of the Articles herein, together with date of implementation, shall be made in writing and only by mutual consent of the Parties.

ARTICLE 3 - RECOGNITION

3.01

The Board recognizes the Union as the exclusive Bargaining Agent for Occasional Teachers employed by the Board and covered under this Agreement.

3.01.01

The Union recognizes the negotiating committee of the Board as the body competent to represent the Board and negotiate on its behalf.

3.01.02

Both the Union and the Board recognize the right of each other to have, if the need should arise during the negotiations process, advisers, agents or any other duly authorized representatives to assist in reaching a Collective Agreement.

3.02

The Union shall inform the Board in writing of the names of its elected or appointed Executive and/or Committee Members prior to September 1, and changes as they occur.

3.03

There will be a Labour/Management Committee comprised of no more than three (3) representatives from each Party plus resource personnel as required. The Committee shall meet at the request of either party as soon as possible after the request at a mutually agreeable time. The Committee shall review and the monitor the following:

- The number of occasional teachers on the Roster and Long Term Occasional List;
- The distribution of work to occasional teachers including the number of days worked by members and

unqualified individuals;

- The working conditions of occasional teachers including access to occasional teacher folders as well as the contents of the occasional teacher folders;
- Minimum number of assignments per year to remain on the occasional teachers list;
- Health and Safety as it related to occasional teachers; and
- Other discussion items as required

In addition, the Board agrees to provide up to three (3) paid days for the Bargaining Unit president, or designate, to attend meetings and visit schools.

3.04

The employer recognizes the right of OSSTF to represent a member at any meeting when the conduct or competence of the member is being considered, which will lead to discipline. The employer further recognizes the right of the member to request OSSTF representation in the above matters, which lead to discipline and the right of a member to be advised, in advance, if a meeting will be considering their conduct or competence, or leads to discipline of the member.

ARTICLE 4 - DEFINITIONS

4.01

Occasional Teacher shall bear the meaning given in the Education Act as amended from time to time and for the purpose of this Agreement shall be referred to as Long Term Occasional Teacher and Short Term Occasional Teacher. The term Occasional Teacher in this agreement refers to Secondary Occasional Teacher.

4.01.01

Long Term Occasional Teacher means a teacher who is employed as a replacement teacher for the same teacher for more than ten (10) consecutive teaching days. Statutory holidays, professional development days, and days disrupted by inclement weather or special programming shall not constitute an interruption in a working assignment.

4.01.02

Short Term Occasional Teacher means a member who is employed as a replacement teacher for the same teacher for ten (10) or fewer consecutive teaching days.

4.01.03

The Occasional Teacher Roster shall mean the list of those accepted for occasional teaching assignments for the board.

The Long Term Occasional Teacher List shall mean the list of those accepted for long term teaching assignments by the Board.

4.01.04

An inactive member shall mean a member on the Occasional Teacher Roster who has indicated they will not be available for assignments for a given period not to exceed one school year without a board approved leave.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01

The Union recognizes that it is the right of the Board to manage the operation and direct the workforce subject to the terms of this Collective Agreement. Without restricting the rights set out above, members shall only be disciplined or discharged for just cause.

5.02

The Employer agrees that it shall not administer the Collective Agreement in such a way that acts arbitrarily, discriminatorily, or in bad faith.

ARTICLE 6 - UNION SECURITY

6.01

During the term of this Agreement, the employer agrees to deduct regular Union dues and levies, as certified in writing by the Union, from the wages of Union members.

6.01.01

Adjustments in Union dues and levies must be made in writing to the Superintendent of Education responsible for Human Resources Services or designate at least thirty (30) days prior to the expected date of change.

6.02

In accordance with Clause 6.01, dues are to be deducted and remitted to the Ontario Secondary School Teachers' Federation not later than the fifteenth (15th) day of the month following the month such deductions were made. Such remittance shall be accompanied with a list identifying the members, their employee numbers, and the amounts deducted. Union levies are to be deducted for each occasional assignment and remitted to the President of the Occasional Teachers' Bargaining Unit and shall include the name and amount deducted.

6.03

The Union shall indemnify and save the Board harmless from any claims, suits, judgments, attachments and from any form of liability as a result of deducting or failure to deduct dues.

6.04

As a condition of employment, members, assigned to the Occasional Teacher Assignment List, shall be members in good standing of the Union.

6.05

The Union, or a member, engaging in Union business during working hours, or holding meetings at any time on the premises of the Board, shall have obtained prior permission from the Facility Manager.

ARTICLE 7 - OCCASIONAL TEACHER ASSIGNMENT ROSTER

7.01

The Board shall prepare a Roster of names of members who have been accepted by the Board for teaching assignments. The Roster shall be issued no later than August 30. The Roster will be updated October 31 and monthly thereafter with a copy furnished to the President of the Local Union. Copies of changes to the Roster will be sent on a monthly basis to the Union President and Principal at each school. No names may be added to the list that would pierce the maximum prior to the Board reviewing planned additions at Labour/Management Committee meetings.

7.01.01

To be eligible to be on the Occasional Teacher Roster, a member must be a member of the Ontario College of Teachers.

7.01.02

Notwithstanding any other clause in this Article, those persons whose names appear on the Secondary Occasional Teacher Roster as of the date of ratification of this Agreement, shall remain on the Secondary Occasional Teacher Roster unless removed from such Occasional Teacher Roster in accordance with clause 7.05.

7.01.03

The number of names on the Roster will be capped at three hundred (300) active members. Additions above this number will be made based on need in a subject area and in consultation with the Bargaining Unit President. It is the member's responsibility to notify the human resources department prior to returning from a leave of absence. The increase above three hundred (300) will be temporary, to be reduced through attrition, and discussed with the Federation in advance.

7.01.04

Secondary school teachers declared surplus to the needs of the board under the Teacher Bargaining Unit Agreement shall be automatically placed on the Long Term Occasional List and the Occasional Teacher Roster at the seniority date of hire to the Board. Such placement may exceed the Roster cap but will be temporary, to be reduced through attrition, and discussed with the Federation in advance.

7.01.05

Members on Leaves of Absence will continue on the Roster but will be deemed to be inactive and so not count towards the cap.

7.02

The Occasional Teacher Roster shall provide the following information for each member: name, address, telephone number, e-mail address, date of hire, and if the member is on leave. Members shall notify the Board of any change of address and/or telephone number required by the Board to contact the member regarding assignments using the electronic Change of Personal Information form.

7.02.01

The Subject in which the member is qualified as listed under Basic/Additional Qualifications on the Certificate of Qualification issued by the Ontario College of Teachers and willing to teach shall be the prime criteria for appointing members.

7.02.02

Upon request the bargaining unit president shall receive a list of the cumulative number of days worked for members for the current school year at the end of the current school year.

7.03

To be officially (and initially) accepted as an Occasional Teacher with the Board, a member must be interviewed and approved by the Superintendent of Education responsible for Human Resources Services or designate and have submitted the necessary documentation, such as:

- a) Ontario College of Teachers Certification.
- b) Experience documentation.
- c) Union membership requirements and levy.
- d) Payroll documentation.
- e) Any other documentation that might be required by legislation or Board Policy.
- f) All members with the Board shall be registered with any automated "call out" system in use by the Board for secondary occasional teaching assignments

7.03.01

Union membership requirements must be satisfied prior to receiving a teaching assignment.

7.03.02

Interviews for placement of the Long Term Occasional List shall be held at least once per semester.

7.03.03

Upon retirement a Bluewater secondary contract teacher, with the recommendation of his/her current principal, may be added to the list, or a waiting list if it exists, without an interview following application and provision of the above necessary documentation.

7.04

Short Term Employment Procedure

Each secondary school shall receive a Roster of names of Occasional Teachers available to teach in the school. Each secondary school shall utilize the automated call-out system in use by the Board to employ occasional teachers from the Occasional Teacher Roster provided by the Board. Should the secondary school employ an individual not on the Occasional Teacher Roster, the Superintendent of Education responsible for Human Resources Services or designate shall provide the Bargaining Unit President the name of the unqualified person hired on a monthly basis.

7.04.01

The opportunity for short term occasional teaching assignments shall be distributed on a fair and equitable basis.

7.04.02

A member on the Occasional Teacher Roster may request a reference from the administrator of a school in which they have completed at least 10 assignments.

7.04.03

Assignments at Section 23 classes may be specified without reference to the automated callout system however the Bargaining Unit President will be informed of usage in the normal monthly report. Any other unique circumstances will be reviewed with the Bargaining Unit President.

7.04.04

The Board must be notified by the member for periods exceeding ten (10) consecutive working days of unavailability. Such notification shall be in writing or through the automated call-out system under the heading 'unavailable dates'. Such unavailability shall not constitute a leave of absence.

7.05

Removal from Occasional Teacher Roster

When a member's conduct or competence is confirmed to be unsatisfactory, the member's name shall be removed from the Occasional Teaching Roster with the approval of the Superintendent of Education responsible for Human Resources Services or designate in prior consultation with the Bargaining Unit.

The process for such removal shall be as follows:

7.05.01

The appropriate administrator will notify the Superintendent of Education responsible for Human Resources Services or designate and the member that there is a concern.

7.05.02

Human Resources Services will arrange a meeting with the member and the Bargaining Unit President or designate.

7.05.03

The meeting shall review the concerns and response. The minutes from the meeting will be sent to the member and the Bargaining Unit President for review, and confirmation within two (2) weeks.

7.05.04

If removal from the Roster is considered, the member will be placed on 'inactive status' for normally no longer than two weeks, pending the outcome of the review. The 'inactive status' may be applicable only to the school or schools where the issue(s) have arisen or to the system in extreme situations. When a member is moved to an 'inactive status', the Bargaining Unit and the individual will be notified by Human Resources within two working days.

7.05.05

If the concerns are unresolved, the member's name will be removed from the Roster(s) for individual schools or the Occasional Teaching Roster. The member and Bargaining Unit President shall be notified in writing.

7.05.06

Reasons for removing a member's name from the Roster: voluntary resignation, discharge (as per 7.05), unavailable for longer than ten (10) month period without an approved leave of absence, failure to maintain good standing with the Ontario College of Teachers.

7.06.01

When a member who has been approved as in Clause 7.03, and has commenced teaching duties for the Board, fails to comply with 7.03.01, the member's name shall not be considered to be on the Roster until Clause 7.03.01 has been complied with and authorization for further teaching duties has been received from the Superintendent of Education responsible for Human Resources Services or designate.

7.06.02

When a member has been approved as in Clause 7.03, but fails to comply with Clause 7.03.01, the member's name shall be removed from the Roster established in Clause 7.01, but only with the approval of the Superintendent of Education responsible for Human Resources Services or designate as recommended by the Bargaining Unit. The member shall be notified in writing of the removal from the Roster.

7.06.03

Where a member submits an EIL resignation to be removed from the Assignment Roster, the members' name in the next published Assignment Roster will be deleted if time permits and the Union notified.

7.07

Members being placed on the Occasional Teacher Roster shall be provided an electronic copy of the current Collective Agreement at the time of notification of acceptance to the list.

7.08

Items of concern on assignments or the Occasional Teacher Roster may be subject for discussion at a Labour/Management Committee meeting.

7.09

Documents contained in an employee's personnel or school file of a disciplinary or negative nature shall be removed from the file and returned to the employee no later than 2 years after their date of issue. No reference to the documents shall remain in the file.

7.10

No member shall be demoted, discharged, dismissed or disciplined in any way without just cause.

ARTICLE 8 - SENIORITY

8.01

Seniority shall mean the date of hire to the Occasional Teacher Roster (ie date paperwork is received by Human Resources Services). For those members whose placement is a result of declaration of surplus to the needs of the board, see 7.01.04.

8.02

Seniority is not granted to the member until the requirements of Clause 9.01 have been met.

ARTICLE 9 - PROBATIONARY EMPLOYEES

9.01

Newly hired or rehired Occasional Teachers (Members who have been taken off the Assignment Roster) shall serve as probationary Occasional Teachers for a total of ten (10) work days. This probationary period shall not apply to retired teachers formerly employed by the Board or to those members covered under 7.01.04.

9.02

During the probationary period as stated in Clause 9.01, the member shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such member may be terminated at a lesser standard than just cause, subject to the Board acting in good faith, at any time during the probationary period.

ARTICLE 10 - STRIKES AND LOCKOUTS

10.01

Both parties agree that there shall be no strike by or lockout of members during the term of this Collective Agreement. Strike and lockout shall be as defined in the Labour Relations Act, 1995.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01

- a) A grievance shall be defined as any matter arising from the interpretation, application administration or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.
- b) The parties shall be defined as the Union and the Employer.
- c) For the purpose of this article, "days" shall mean "school days".

11.02

Informal Stage - Individual

A Member, with concurrence of the Bargaining Unit, may initiate a complaint by discussing it with the School Administrator. A written complaint shall be answered by the School Administrator in writing within five (5) days of receipt of the complaint with a copy to the Bargaining Unit President.

If the reply of the School Administrator is not acceptable to the individual, a meeting to discuss the complaint may be arranged with the Superintendent of Education responsible for Human Resources Services or designate and the Bargaining Unit President.

11.03

Grievance Procedure - Individual

In the case of a grievance by the Bargaining Unit on behalf of one of its Members, the following steps may be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

Step 1

If the reply of the School Administrator of the grievor at the Informal Stage is not acceptable to the Bargaining Unit, within ten (10) days the Bargaining Unit may initiate a written grievance with the Executive Officer Human Resources Services or designate. The parties shall meet to discuss the grievance within ten (10) days after the receipt of the grievance and the Executive Officer Human Resources Services or designate shall answer the grievance in writing within five (5) days of the meeting.

The grievance shall contain:

- a) A description of how the alleged dispute is in violation of the Agreement.
- b) The clauses in the Collective Agreement alleged to be violated.

- c) The relief sought.
- d) The signature of the duly authorized official of the Bargaining Unit.

11.04

Step 2

If the reply of the Superintendent of Education responsible for Human Resources Services or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within five (5) days to the Director of Education or designate who shall answer the grievance in writing within five (5) days after receipt of the grievance.

11.05

Step 3

If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of the receipt of the reply.

11.06

Grievance Procedure - Party

In the case of all other grievances by a party, (including those on behalf of a group of Members, an individual Member, a retired Member or a deceased Member), the party making the grievance may take the following steps in sequence to resolve the matter after the matter has been discussed informally with the other party. The informal discussion shall occur with the Superintendent of Education responsible for Human Resources Services or designate.

11.07

Step 1

The party making the grievance may make a written grievance to the Director of Education or President of the Bargaining Unit, as the case may be. The parties shall meet to discuss the grievance within ten (10) days after the receipt of the grievance and the party which has received the grievance shall answer the grievance in writing within five(5) days of the meeting.

The grievance shall contain:

- a) A description of how the alleged dispute is in violation of the Agreement.
- b) The clauses in the Collective Agreement alleged to be violated.
- c) The relief sought.
- d) The signature of the duly authorized official of the Bargaining Unit.

11.08

Step 2

If the reply of the President of the Bargaining Unit or the Director of Education, as the case may be, is not acceptable to the party making the grievance, that party may then apply for arbitration within twenty (20) days of the receipt of the reply.

11.09

Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The fees for a mediator shall be shared equally by the parties.

The time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the grievance may be referred to arbitration as set out below.

11.10

Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The parties may agree in writing to submit the grievance to a mutually agreed upon single arbitrator rather than to an arbitration board. If the parties are referring the grievance to an arbitration board the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

A grievance may be submitted to expedited arbitration under Section 49 of the Labour Relations Act.

11.11

The single Arbitrator or Board of Arbitration shall have the power to amend the grievance, modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision, it considers just and equitable in the circumstances.

11.12

The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the parties.

11.13

Time restrictions may be extended or suspended if mutually agreed. Such extension or suspension shall end by the notice of either party that they no longer mutually agree.

11.14

Should the investigation or processing of a grievance require that an involved Member or Bargaining Unit representative be released from regular duties, they shall be released without loss of salary or benefits.

ARTICLE 12 - JOB POSTING

12.01

All long term occasional teaching positions shall be posted on the Office365 operated by the Board and forwarded to the President of the Local at least three (3) teaching days prior to the closing date for applications.

12.02

Long term positions shall be filled by certified members on the Occasional Teacher List.

The posting of a Long Term Occasional position to replace an absent teacher shall reflect the full timetable of the teacher being replaced where possible. The Superintendent of Education responsible for Human Resources Services or designate, will consult with the Occasional Teacher President regarding any exceptions.

12.03

The President of the Occasional Teachers' Bargaining Unit shall receive notification by e-mail of all available secondary teaching positions within the Board as they are advertised internally.

12.03.01

The bargaining unit president shall receive upon request, and after the closing of a position, a list of all members that applied for a posting, those who were interviewed, and the successful candidate within ten (10) days of the request and following the position being accepted

.

12.03.04

The board will endeavor to ensure the automated callout will include the names of the teacher(s) being replaced, the subject(s) to be taught, the assigned class time, and any special information.

12.04

When a job posting has been offered to the Teachers Bargaining Unit members and has not been filled, the position will be posted internally for a three (3) day period to the Occasional Teachers Bargaining Unit. Failing any successful qualified applicant the position will then be posted externally for three (3) days.

ARTICLE 13 - LEAVES

13.01

Sick Leave

[Sick leave provisions are provided in the Central Agreement, Part A-Section 9.0](#)

13.02

Personal Leave Capped at Five Days

13.02.01

A member, working on a long term work assignment, excused by the Principal for the death of a spouse, parent, son, daughter, brother, sister, or grandchild will be compensated for the time lost from the work assignment.

13.02.02

A member, working on a long term work assignment, excused by the Principal to attend the funeral of an extended family member (grandparent, aunt, uncle, nephew, and niece) will be compensated for the time lost from the work.

13.02.03

A member working on a long term work assignment may be excused by the Principal in cases of serious illness in the immediate family (as defined in Clause 13.02.01) or for required attendance at a Workplace Safety and Insurance Board or Workplace Safety and Insurance Tribunal, or to attend a hearing of decision at the professional College and will be compensated for the time lost from the work assignment. Upon request by the Principal, a doctor's certificate shall be provided.

13.03

Pregnancy/Parental/Adoption Leave

[Pregnancy/Parental provisions are provided in the Central Agreement, Part A- Letter of Agreement #6](#)

Definitions

- (a) "Parent" - includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (b) "Pregnancy Leave" - means a leave of absence under the *Employment Standards Act, 2000*.
- (c) "Parental Leave" - means a leave of absence under the *Employment Standards Act, 2000*.

13.03.01

Where a Member is absent on a statutory parental leave where the Member had not taken a statutory pregnancy leave in respect of the birth of the same child:

- (i) The Board will fund a top-up pool for each Member equal to two weeks of the Member's regular pay (100%);
- (ii) Funds from the top-up pool will be applied on a weekly basis from the commencement of the parental leave to fund the EI waiting period, if applicable, and to fund the difference between the amount received from EI and the Member's regular weekly pay until the funds in the top-up pool are exhausted. It is understood that a Member will not receive more than 100% of their weekly

earnings in any given week but will receive the entire amount provided in the pool.

(iii) The Member must provide the Board with proof that they have applied for and are in receipt of EI Benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

13.03.02

SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

13.03.03

Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined above, with the length of the SEB benefit limited by the term of the assignment.

13.03.04

Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

13.03.05

Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.

13.03.06

For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.

13.03.07

Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.

13.03.08

If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.

13.03.09

The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.

13.03.10

Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

13.03.11

A Long Term Occasional Teacher's request for pregnancy/parental/adoption leave must be in writing to the member's principal and forwarded to the Superintendent of Education responsible for Resources Services or designate at least two (2) weeks before the date the leave is to begin, or two (2) weeks after the member stops working due to circumstances where the child comes into custody, care, or control of the parent for the first time sooner than expected. The written request should state the date the leave is to begin and expire.

13.03.12

Upon request by the Superintendent of Education responsible for Resources Services or designate, a medical certificate stating the expected birth date shall be supplied by the member.

13.03.13

A member intending to adopt a child should give the Director of Education, through the Principal, notice, where possible, of the intent to adopt, so that when the child becomes available the member may cease duty immediately.

13.03.14

A member who has given notice to the Board of the member's intention of beginning or ending pregnancy/parental/adoption leaves may revise those time limits, providing the request is in writing to the Director of Education or designate at least two (2) weeks before the original date the leave was to begin, and at least four (4) weeks before the original date the leave was to end.

13.04

Jury Duty or Subpoena

A member who is absent from work by reason of a summons to serve as a juror, or is subpoenaed as a witness in any proceeding to which the member is not a party or one of the persons charged, shall be paid the difference between the normal earnings and the earnings received as a juror or as a witness.

13.05

Leave of Absence

The Employer will grant a leave of absence of up to one (1) year without pay. All leaves of absence must be in writing and shall specify the duration of the leave of absence. Total period for leave of absence may not exceed two (2) consecutive years.

13.06

At Cost Personal Leave

Subject to adequate notice to the Principal and the arrangement of coverage, the Bargaining Unit Member on a long-term assignment shall be granted an At Cost Personal Day restricted to a maximum of two (2) per year. The timing of such days will avoid extending existing vacation periods. The cost to the member for such a day will not exceed the daily replacement cost of a short term occasional teacher. There will be no deduction from sick leave, and no impact upon pension subject to current Teacher Pension Plan regulations.

13.07

Federation Leave

The Bargaining Unit shall provide written notice to the Board when a Federation Leave is required. The Board shall pay the President of the Bargaining Unit, or designate, at the occasional rate appropriate to the individual on leave. Replacements shall be hired by the employee for members on Federation leave. The Bargaining Unit will reimburse the Board for the full amount paid.

ARTICLE 14 - RATES OF PAY

14.01

Short Term Occasional teachers who are certified to teach in secondary schools in Ontario and added to the District 7 Secondary Occasional Teacher Roster shall be paid a per diem rate of 1/194 of the minimum salary of Group 1 on the grid set forth in the collective agreement for secondary teachers in effect for the period worked.

14.02

Long Term Occasional Teachers shall be paid for each full day of employment at a daily rate of 1/194 of the salary they would receive if they were placed on the salary grid in the Board's most recent collective agreement for the Teachers Bargaining Unit according to qualifications as described in clause 14.04, and teaching experience as described in Clause 14.05.

14.02.01

A member having been placed on a short term work assignment which then exceeds ten (10) working days shall be paid as in Clause 14.02 from the first day of the work assignment.

14.02.02

A member who received a confirmation number from a call-out system for a work assignment or who has been requested for an assignment by the school administration and who arrives for work without having received prior notice of cancellation, at least two (2) hours prior to work, shall be paid one half (1/2) a day's pay. If alternate

work to replace the original work assignment has been offered to the member and the member refuses to accept such alternate work, the member forfeits the half (1/2) day's pay mentioned above.

14.02.03

Inclement Weather

When buses are cancelled for the work assignment school, the Board shall notify the member, via the automated call-out system if the work assignment is cancelled. The member should verify the work assignment for that day.

14.03

Daily rates of pay referred to in Clauses 14.01 and 14.02 include vacation pay and statutory holiday pay to which members are entitled under applicable legislation.

14.04

Grid Placement

14.04.01

The Employer recognizes the current Rating Statement of the Ontario Secondary School Teachers' Federation Certification Rating Board or the Qualifications Evaluation Council of Ontario (QECO), or the appropriate previous Certificate Rating Statement as the document for Group Placement.

14.04.02

It shall be incumbent upon the Bargaining Unit Member to provide documented proof in the form of a Certificate Rating Statement from the Ontario Secondary School Teachers' Federation or the Qualifications Evaluation Council of Ontario (QECO) as to the Member's appropriate group certification.

14.04.03

No Bargaining Unit Member shall be newly employed at a salary other than being paid to another Member having the same or equal qualifications, experience, and responsibility.

14.04.04

Upon receipt of the Bargaining Unit Member's certification as per 14.04.01, retroactive salary adjustments shall be made using one of the following two methods:

- a) If the date of qualification is prior to the commencement of teaching duties for the school year, the adjustment date shall be the first pay in that school year.
- b) If the qualification date is subsequent to the commencement of teaching duties for the school year, the adjustment date shall be the date on the certificate from the university.

14.04.05

Bargaining Unit Members must provide proof of the change of Group Placement as in 14.04.01 within a year to be eligible to receive retroactive salary identified in 14.04.04.

14.04.06

Full retroactive pay under 14.04.04 shall be made within forty-five (45) days following receipt of the certificate from the university or a revised Certificate Rating Statement reflecting additional qualifications

14.04.07

Bargaining Unit Members newly hired to the Board shall be placed in the group consistent with the Certificate Rating Statement issued to them, and shall be paid in Group 1 Step 0 until the requirements of 14.04.04 have been fulfilled.

14.04.08

Bargaining Unit Members who lack basic qualifications for teaching in Ontario Secondary Schools shall be paid in Group 1 Step 0.

14.04.09 Bargaining Unit Members employed on Letters of Standing shall be paid according to their Letter of Evaluation as determined by the Ontario Secondary School Teachers' Federation Certification Rating Board or the Qualifications Evaluation Council of Ontario (QECO). Until the Letter of Evaluation is provided to the Board, Members under this Article shall be paid Group 1 Step 0.

14.05

A member shall be credited with previous long term occasional teaching experience and/or any contractual teaching experience which the member has acquired.

14.05.01

A member's short term work assignments shall also accumulate towards credited teaching experience. Such credited teaching experience will apply to grid experience when the member is placed on a long term work assignment.

14.05.02

Any claim of teaching experience as stated above must have supporting documentation prior to approval and will be prorated to the nearest 0.1 of a school year (20 teaching days) (194 days is equal to one (1) year).

14.05.03

Experience Credit for Industrial and Trade-related Experience

Each year of industrial experience above the requirements for entrance to a Faculty of Education for technical teachers shall be equivalent to one year of experience on the Basic Salary Schedule. Criteria for determining experience will be decided by the Board. Any changes to the criteria shall be by mutual written agreement by the Board and the Bargaining Unit.

14.05.04

Experience Credit for Business and/or Professional Experience

Each year of business and professional experience acquired after graduation from a University or other acceptable post-secondary school of learning, or above the requirements for entrance to a Faculty of Education shall be equivalent to one year of experience on the Basic Salary Schedule. Criteria for determining experience will be decided by the Board. Any changes to the criteria shall be by mutual written agreement by the Board and the Bargaining Unit.

14.05.05

Documentation

The onus shall be on the Bargaining Unit Member to produce verification of the types of experience set forth in clause 14.05, in the form of a certificate of experience or a letter of certification relating to the type of experience claimed and over the signature of a former Board or company official.

14.06

Alternative Professional Assignments

14.06.01

A Short Term Occasional Teacher shall be assigned the timetable of the member being replaced or an equivalent timetable including any supervision duties assigned to the absent teacher for that day. Members shall not be assigned a timetable in excess of the workload outlined in 14.07.01 or 14.07.02.

14.06.02

A Long Term Occasional Teacher teaching less than a full day shall only be assigned supervisions in periods adjoining their assigned teaching periods.

14.07

Short Term Occasional Pay

14.07.01

If a Short Term Occasional Teacher is required they shall be paid in accordance with the following:

- a) One period and no more than one-quarter (1/4) period supervision assigned in an adjoining period will be paid one-third (1/3) day.
- b) Two periods and no more than one-half (1/2) period supervision assigned in an adjoining period will be paid two-thirds (2/3) day.
- c) Three periods and no more than one-half (1/2) period of supervision/on-call or remedial will be paid one full day.

14.07.02

If requested, a member shall be given, by Human Resources Services, a copy of the information submitted to payroll for the purpose of payment for each short term assignment performed.

14.08

Members shall be paid according to the Board's pay schedule by direct deposit.

ARTICLE 15 - PROFESSIONAL DEVELOPMENT

15.01

All occasional teachers on the Occasional Teacher Roster shall have the opportunity to attend system professional development days without pay at the discretion of the Executive Officer Human Resources Services.

ARTICLE 16 - EI REPORTING

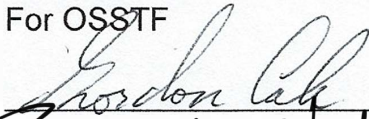
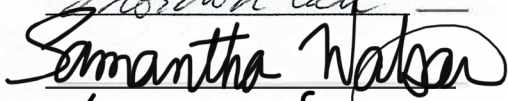
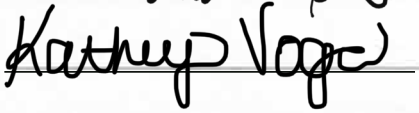
For the purpose of reporting hours worked for Employment Insurance, the employer shall record each full work day as 8 hours worked.

SIGNING PAGE


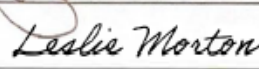
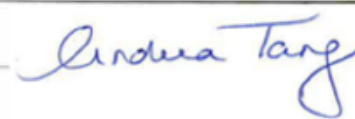
IN WITNESS WHEREOF the Parties have caused this Collective Agreement to be signed by their respective, duly authorized representatives.

DATED at Chesley, Ontario this 9th day of April 2021

For OSSTF

BLUEWATER DISTRICT SCHOOL BOARD

MEMORANDUM OF AGREEMENT
BETWEEN
BLUEWATER DISTRICT SCHOOL BOARD
AND
OSSTF DISTRICT 7 OCCASIONAL TEACHERS

1. The parties herein agree to the terms of this memorandum as constituting full settlement of all matters in dispute between them concerning the renewal of the local Collective Agreement for the period of September 1, 2019 to August 31, 2022, save and except errors and omissions.
2. The undersigned representatives of the parties do hereby agree to recommend complete acceptance of all terms of this memorandum to their respective principals.
3. The parties herein agree that the term of the Collective Agreement shall be from September 1, 2019 to August 31, 2022.
4. The parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement which expired on August 31, 2019 provided, however, that the amendments, as attached, are incorporated.
5. It is understood that Part A has been ratified through the Central Bargaining process and will form the new Collective Agreement along with the Local Terms (considered Part B) as agreed to in this Memorandum.
6. Retroactive pay shall be paid within 45 days of ratification of the Agreement.
7. Upon ratification, the parties shall meet and continue to work in good faith toward amending the current Collective Agreement to reflect the changes required by way of the Central Agreement, including the renumbering of provisions and the process of formalizing Part "A" and Part "B" of the Collective Agreement.
8. All amendments to the local Collective Agreement shall be deemed to be effective upon the date of ratification by the last of the parties.
9. The Parties agree that the terms of this memorandum and tentative agreement are to remain confidential to the Parties until ratified by both Parties.
10. It is agreed that this Memorandum of Settlement is subject to the Grievance Procedure in Article 11.

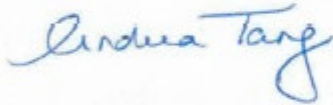
DATED AT CHESLEY THIS 9th day of April, 2021.

**BLUEWATER DISTRICT SCHOOL
BOARD**

OSSTF District 7 Occasional Teachers









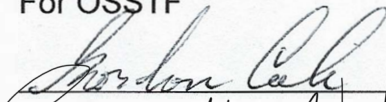
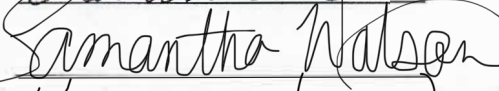
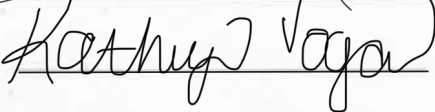


**Letter of Understanding:
RE: Attendance Management**




The parties agree that the Union will have the opportunity to provide input into any review of the board attendance management procedure when it is under review. Such input may include, but not restricted to, policy or rules addressing attendance management, union representation, or return to work and or accommodation.

DATED at Chesley, Ontario this 9th day of April 2021

For OSSTF

BLUEWATER DISTRICT SCHOOL BOARD

Letter of Understanding: Re: OSSTF Benefits

Letter of Understanding

Between

The Ontario Secondary School Teachers' Federation
Representing
District 7 Secondary Occasional Teachers
And
Bluewater District School Board

Re: OSSTF Benefits

Should a provincial benefit plan be instituted which applies to members of the bargaining unit, the employer shall:

- enroll and administer for Bargaining Unit Members the Benefit Plans as directed by the Bargaining Unit.
- The Board will continue its responsibilities regarding member benefits as per the attached "Administrative Agreement".

Participation in benefits by Members, part-time members and members on leaves shall be subject to the guidelines as determined by the Bargaining Unit. The Bargaining Unit shall inform the Board of the appropriate premiums to be deducted from the members' payroll and remitted as directed by the Bargaining Unit.

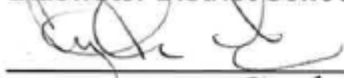



Premium deductions shall be remitted on or before the last day of the month immediately following the month in which the members' payroll deductions were made.

Other language as necessary to permit occasional teachers access to benefits should funding be negotiated at the provincial table


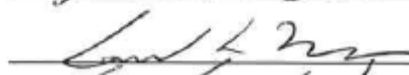
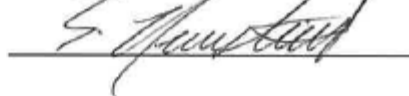

DATED at Chesley, Ontario.

Oct. 8/15

Bluewater District School Board

OSSTF, Occasional Teachers, District 7

Bluewater Letter of Understanding: District 7 Bluewater Sick Leave Definition

LETTER OF UNDERSTANDING

BETWEEN

The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

RE: District 7 Bluewater Sick Leave Definition

The parties agree that, notwithstanding the definition for sick leave in the sick leave article in the central agreement, the District 7 Teacher Bargaining Unit and Occasional Teacher Bargaining Unit definition for sick leave will be as per the articles in their current collective agreement (below). Upon ratification this Letter of Understanding is binding between the parties and is grievable and arbitrable under the Central Agreement.

Teacher Bargaining Unit Article 18.01.07

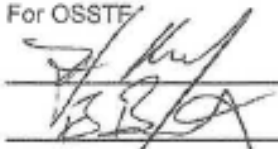
Absence under this Plan shall apply only to the Bargaining Unit Member's sickness, or physical or emotional disability certified by a medical practitioner or approved under the terms of this Agreement. In the event of sickness or disability extending beyond five (5) school days, the Administrator of Employee Relations may request written verification from a medical practitioner. Absence under this clause will also be granted for emergency illness of a family member or medical appointment that cannot be scheduled out of work hours requiring the attendance of the Member.

Occasional Teacher Bargaining Unit Article 13.01.01

A Long Term Occasional Teacher in a work assignment shall be entitled to accumulate one (1) sick day per ten (10) days worked during the current school year, to be used for illnesses that may occur during a long term work assignment. Absence under this clause will also be permitted for emergency illness of a family member or medical appointment that cannot be scheduled out of work hours requiring the attendance of the member.

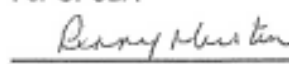
Dated this 1st day of May, 2015, Toronto, Ontario

For OSSTF



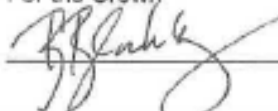
OPSBA

For OPSBA



OPSBA

For the Crown



Crown



COLLECTIVE AGREEMENT

between

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 7**

and

BLUEWATER DISTRICT SCHOOL BOARD

EFFECTIVE

SEPTEMBER 1, 2019 TO AUGUST 31, 2022

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OSSTF TEACHERS COLLECTIVE AGREEMENT PART A: Central Terms

C 1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C 2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act, 1995*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C 3.00 DEFINITIONS

C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

C3.2 The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).

C3.3 “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.

C3.4 “Employee” shall be defined as per the *Employment Standards Act*.

C3.5 “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C 4.00 CENTRAL LABOUR RELATIONS COMMITTEE

C4.1 OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C4.2 The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.

C4.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.

- ii. To participate in voluntary mediation.
- iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C 6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C 7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms. The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or

2) the difference between the reported net assets and the 15% threshold.

iii. The Crown shall make only one payment under b).

iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C 8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.

- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C 9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C 10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C 11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a

student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C 12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C 13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:
1. Health Care Professional: The following information should be completed by the Health Care Professional	
Please check one:	
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.	
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3	
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.	
First Day of Absence: _____	General Nature of Illness (please do not include diagnosis): _____
Date of Assessment: dd mm yyyy	
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.	
PHYSICAL (if applicable)	
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):
Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):
<input type="checkbox"/> Use of hand(s): Left Hand Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify): <input type="checkbox"/> Other (please specify):	

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision-Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy		
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

**LETTER OF AGREEMENT #2
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

**LETTER OF AGREEMENT #3
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
 - a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
 - b) Discussions may only include local language pertaining to class size and PTC or equivalent.
 - c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
 - d) All reasonable requests for data related to class size will be shared by both parties.
 - e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
 - f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.
- iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**LETTER OF AGREEMENT #5
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

**LETTER OF AGREEMENT #6
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

**LETTER OF AGREEMENT #7
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;

- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

**LETTER OF AGREEMENT #10
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

**LETTER OF AGREEMENT #11
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

**LETTER OF AGREEMENT #12
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
AND
The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

**LETTER OF AGREEMENT #4
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.

- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
 - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group;
or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.
- Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
 - d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
 - e. An amount of \$300 per FTE, in addition to (d) will be provided.
 - f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
 - g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums, then the in-year deficit in i) would be paid by the board associated with the deficit.
 - h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
 - i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
 - j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.

- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.

5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.

5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:

- a. Validation of the sustainability of the respective Plan Design;
- b. Establishing member contribution or premium requirements, and member deductibles;
- c. Identifying efficiencies that can be achieved;
- d. Adopting an Investment Policy; and
- e. Adopting a Funding Policy.

5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
- b. Fund claims stabilization or other reserves;
- c. Improve plan design;
- d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

**LETTER OF AGREEMENT #6
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.

- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;

3. A SEB plan with existing superior entitlements;

3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year. Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

OSSTF TEACHERS' COLLECTIVE AGREEMENT PART B

ARTICLE 1 – PURPOSE

1.01

It is the intent and purpose of the parties to this Agreement, hereinafter referred to as "the Agreement," to set forth certain of the conditions of employment together with the salaries and the allowances which govern all Bargaining Unit Members who are covered by the Agreement.

ARTICLE 2 – EFFECTIVE PERIOD

2.01

The Agreement shall be effective September 1, 2019, and shall remain in force and be in effect until August 31, 2022 and shall continue automatically thereafter for annual periods running from September 1 to August 31 unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the *Labour Relations Act, 1995* and the *School Boards Collective Bargaining Act, 2014*.

2.01.01

If either party gives notice of its desire to negotiate amendments in accordance with 2.01, the parties shall meet to commence negotiations for the renewal of the Agreement in accordance with the *Labour Relations Act, 1995* and the *School Boards Collective Bargaining Act, 2014*.

2.02

All terms remain in effect except those relating to total number of FTE Members, staffing in Article 23.01, which will change effective September 1 consistent with regulations and legislation.

2.03.01

In the event that the Legislature of the Province of Ontario passes or amends Statutes and Regulations, and where such changes, in the opinion of either of the parties, result in the current Collective Agreement not complying with Provincial Legislation, the parties shall meet within twenty (20) days upon either party becoming aware of such changes to negotiate appropriate changes to comply with the Legislation.

2.03.02

The parties will bargain in good faith to reach an agreement pursuant to 2.03.01. It is understood that only those sections relevant to the Legislation and Regulations referred to above shall be subject to the negotiations entered into as a result of 2.03.01.

2.03.03

If the parties have been unable to reach an agreement, the items in dispute between them may be submitted to voluntary binding arbitration by a single arbitrator mutually agreed upon by the parties. Should the parties not elect voluntary binding arbitration, the issues in dispute shall remain the subject of subsequent negotiations.

2.04.01

Amendments (additions or deletions) to the clauses defined herein shall be made only by mutual written consent of the parties concerned in this Agreement. No changes can be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

2.04.02

This Agreement shall supersede all previous Agreements. Except for error, inadvertence, or omissions, it shall form the basis of computing all salaries and determining other conditions defined herein.

2.05

This Agreement shall be deemed to form the contract of employment between the Board and each Bargaining Unit Member.

ARTICLE 3 – RECOGNITION

3.01

The Employer recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the bargaining agent authorized to negotiate on behalf of its Members.

3.01.01

The Employer recognizes that the Bargaining Unit or its designate is authorized to negotiate on behalf of all Members of the Bargaining Unit.

3.01.02

The Employer recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, council, or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiations and administration of this Collective Agreement.

3.01.03

The Employer recognizes the right of OSSTF to represent a Member at any meeting when the conduct or competence of the Member is being considered, which will lead to discipline. The Employer further recognizes the right of the Member to request OSSTF representation in the above matters, which lead to discipline and the right of a Member to be advised, in advance, if a meeting will be considering his/her conduct or competence, or leads to discipline of the Member.

3.01.04

Just Cause

No Bargaining Unit Member shall be demoted, disciplined, or discharged without just cause.

3.02

The Employer agrees that it shall not administer the Collective Agreement in such a way that acts arbitrarily, discriminatorily, or in bad faith.

3.03

Personnel Files

Following the written request of a Bargaining Unit Member to the Employer, all information in all files pertaining to the Member will be made available to the Member, or designate, for inspection. The designate shall have written authorization from the Member requesting the Member's files. A Member has the right to a photocopy, at the Member's expense, of any material in the file.

3.03.01

Documents contained in a Member's personnel or school file of a disciplinary or negative nature shall be removed from the file and returned to the Member no later than two (2) years after their date of issue. No reference to the documents shall remain in the file.

3.04

Replacing Absent Teachers

3.04.01

Except as provided for under Article 23 a Bargaining Unit Member shall be hired to fill any vacancy arising owing to the death of an employee during the school year, with reference to assignment.

3.04.02

A vacancy created by 3.04.01 shall be advertised as per Article 12.

3.05

The Parties agree that there shall be no strike or lock-out during the term of this agreement. The terms "strike" and "lock-out" shall be as defined in the *Labour Relations Act, 1995* and the *School Boards Collective Bargaining Act, 2014*.

3.06

Employment is conditional on membership with the Ontario College of Teachers or a Ministry of Education Letter of Permission.

3.07

At least five (5) working days prior to the advertisement of new positions not covered in Article 24, both parties shall meet to review appropriate working conditions.

3.08

For the purposes of the *Employment Insurance Act*, regarding hours of insurable employment, full-time teachers shall be deemed to have worked eight (8) hours each day they are employed during the school year. Part-time teachers shall be deemed to have worked hours per day that have been prorated accordingly.

ARTICLE 4 – GRID PLACEMENT, EXPERIENCE CREDIT, AND IMPLEMENTATION

4.01.01

The Employer recognizes the current Rating Statement of the Ontario Secondary School Teachers' Federation Certification Rating Board, or Qualifications Evaluation Council of Ontario (QECO), or the appropriate previous Certificate Rating Statement as the document for Group Placement.

4.01.02

It shall be incumbent upon the Member to provide to the Employer documented proof in the form of a Certificate Rating Statement from the Ontario Secondary School Teachers' Federation or Qualifications Evaluation Council of Ontario (QECO) as to the Member's appropriate group classification.

4.01.03

No Member shall be newly employed at a salary other than that being paid to another Member having the same or equal qualifications, experience, and responsibility.

4.01.04

Upon receipt of the Member's Certification as per 4.01.02, retroactive salary adjustments shall be made using one of the following three methods:

4.01.04.01

if the date of qualification is prior to the commencement of teaching duties for the school year, the adjustment date shall be the first pay in that school year; or

4.01.04.02

if the certification statement is received by January 31, the adjustment date shall be effective the first pay in the school year; or

4.01.04.03

if the certification statement is received by May 31, the adjustment date shall be effective January 31.

4.01.04.04

Retroactive salary adjustments shall be made to accommodate delays outside the Member's control where the Member provides proof the documentation was provided to OSSTF or QECO one month prior to the applicable date.

4.01.04.05

Full retroactive pay under 4.01.04 shall be made within forty-five (45) days following receipt of the Certification Rating Statement.

4.01.05

Members newly hired to the Board shall be placed in the group consistent with the Certificate Rating Statement issued to them, and shall be paid Group 1 step 0 until the requirements of 4.01.04 have been fulfilled.

4.01.06

Members who lack basic qualifications for teaching in Ontario Secondary Schools shall be paid in Group 1 Step 0.

4.01.07

Members employed on Letters of Standing shall be paid according to their Letter of Evaluation as determined by the Ontario Secondary School Teachers' Federation Certification Rating Board or the Qualifications Evaluation Council of Ontario (QECO). Until the Letter of Evaluation is provided to the Board, Members under this article shall be paid Group 1 Step 0.

4.02

Teaching Allowances and Related Experience for the Purpose of Grid Placement

4.02.01

Allowances for Teaching and Related Experience

The allowance paid for elementary, secondary, and post-secondary teaching and related work experience shall be in accordance with this article and the applicable salary grid and shall be based on experience as at the beginning of the school year.

4.02.02

When a Member has taught part of a year for the Board and has been removed from the payroll, except when in receipt of Loss of Earnings (LOE) benefits from the Workplace Safety and Insurance Board (WSIB), and returns to teach for the Board in the following school year, the Member will be credited with experience for the number of school days actually worked divided by 194.

4.02.03

When a Member receives LOE benefits from the WSIB, that Member shall continue to accrue credit for teaching experience. Such credited service shall be calculated as the number of school days for which WSIB benefits are paid divided by 194.

4.02.04

For the purpose of a Member's grid placement at the time of hiring into the Bargaining Unit, each year of other related teaching experience shall be equivalent to one year of experience on the Basic Salary Schedule, provided that the teaching experience occurred at a recognized teaching or educational institution.

4.02.05

Experience Credit for Industrial and Trade-Related Experience

For the purpose of a Member's grid placement at the time of hiring into the Bargaining Unit, each year of industrial experience above the requirements for entrance to a Faculty of Education for technical teachers shall be credited as one year of experience on the Basic Salary Schedule. Criteria for determining experience will be determined by the Board. Any changes to the criteria shall be by mutual written agreement by the Board and the Bargaining Unit.

4.02.06

Experience Credit for Business and/or Professional Experience

For the purpose of a Member's grid placement at the time of hiring into the Bargaining Unit, each year of business and professional experience acquired after graduation from a University or other acceptable post-secondary school of learning or above the requirements for entrance to a Faculty of Education shall be credited as one year of experience on the Basic Salary Schedule. Criteria for determining experience will be decided by the Board. Any changes to the criteria shall be by mutual written agreement by the Board and the Bargaining Unit.

4.02.07

Each year of teaching experience in the Bluewater District School Board shall be equivalent to one year of experience on the Basic Salary Schedule.

Part-time Members will be credited with the number of days worked in the school year divided by 194.

4.02.07.01

A Member granted a leave of absence to teach at another Board or at a recognized educational institution shall accrue an equivalent period of teaching experience on the Basic Salary Grid. This provision shall not operate to permit the accrual of more than 2 years of teaching experience.

4.03

Documentation

The onus shall be on the Member to produce verification of the types of experience set forth in clause 4.02, in the form of a certificate of experience or a letter of certification relating to the type of experience claimed and over the signature of a former Board or company official.

4.03.01

Upon hiring a Member, the Employer shall furnish a statement to the Member of any credits granted under 4.02.

4.03.02

The statement given to the Member in 4.03.01 by the Employer shall indicate for each type of credit granted:

4.03.02.01

the total number of years accepted by the Employer at the time of hiring;

4.03.02.02

the total number of years documented by the Member under each type of credit granted.

4.04

Continuance of Credit for Related Experience

4.04.01

Commitments made by the Employer or its predecessors to individual Members, as to the number of years for related experience of any type, shall be honoured during the term of the Member's employment.

4.04.02

Any Member who believes to have a claim to an increase in the dollar amount may document the Member's claim and an adjustment shall be made, subject to clause 4.02. The Board will supply the Member with an additional copy of the ruling. Should a salary adjustment be made, such adjustment shall become effective on the first day of the month following acceptance of documentation supplied by the Member.

4.05

Full retroactive pay, if any, shall be paid within forty-five (45) days following ratification of a new Agreement by the Parties.

ARTICLE 5 – SALARY GRID AND METHOD OF PAYMENT

5.01

Salary Grid

5.01.01

Effective September 1, 2019

Teaching Experience	Group 1	Group 2	Group 3	Group 4
0	46504	48053	52778	55174
1	49994	51927	56976	59754
2	53476	55803	61184	64333
3	56967	59680	65383	68907
4	60455	63557	69587	73489

5	63943	67430	73787	78070
6	67428	71310	77990	82646
7	70920	75184	82192	87225
8	74406	79060	86392	91802
9	77893	82935	90593	96384
10	81380	86811	94798	100961

5.01.02

Effective September 1, 2020

Teaching Experience	Group 1	Group 2	Group 3	Group 4
0	46969	48534	53306	55726
1	50494	52446	57546	60352
2	54011	56361	61796	64976
3	57537	60277	66037	69596
4	61060	64193	70283	74224
5	64582	68104	74525	78851
6	68102	72023	78770	83472
7	71629	75936	83014	88097
8	75150	79851	87256	92720
9	78672	83764	91499	97348
10	82194	87679	95746	101971

5.01.03

Effective September 1, 2021

Teaching Experience	Group 1	Group 2	Group 3	Group 4
0	47439	49019	53839	56283
1	50999	52970	58121	60956
2	54551	56925	62414	65626
3	58112	60880	66697	70292
4	61671	64835	70986	74966
5	65228	68785	75270	79640
6	68783	72743	79558	84307
7	72345	76695	83844	88978
8	75902	80650	88129	93647
9	79459	84602	92414	98321
10	83016	88556	96703	102991

5.02

Salary and allowances shall be paid to Members on a bi-weekly basis, according to the existing bi-weekly pay cycle.

The last pay in August shall be considered the first pay of the next school year.

The annual salary and allowances shall be divided among the 26 or 27, as the case may be, bi-weekly pay periods in the school year.

5.03

Members retiring, beginning a pregnancy or parental leave, or leave of absence at or after the end of the instructional year must provide four weeks' notice to receive the remainder of the annual salary in advance of the final pay of the school year. The payment will occur on the first pay date after the commencement of the leave or retirement, provided that sufficient notice has been given.

5.04

When a scheduled pay day falls on a bank holiday, the pay date shall be the week day (Monday to Friday) preceding the said bank holiday.

5.05

The Employer will post a schedule of pay dates no later than the first day of each school year.

5.06

A Member employed less than a full year shall be entitled to be paid the Member's salary in proportion to the total number of school days for which the Member performs the Member's duties in the school year based on a total of 194 days. Each semester will be 97 days in length.

5.06.01

For a part time teacher, salary shall be prorated based on the salary assignment grid in Article 5.01. The salary shall be prorated in the ratio that the teacher's assignment bears to a full time assignment. Such proration shall be administered in accordance with the following:

- 1 teaching period = 0.1667 salary
- 2 teaching periods = 0.3333 salary
- 3 teaching periods = 0.50 salary
- 4 teaching periods = 0.6667 salary
- 5 teaching periods = 0.8333 salary
- 6 teaching periods = 1.000 salary

It is understood that other professional duties as defined in Article 24 of the Collective Agreement are in addition to the teaching period assignments identified above.

5.07

Federation fees shall be deducted in instalments coinciding with the Employer's regular pay days. Amendments to the current Federation fee's structure and/or deduction schedule may be made by the Bargaining Unit, provided the Superintendent of Education, responsible for Human Resource Services or designate has been notified, in writing, at least thirty (30) days prior to the effective date of the change(s).

5.08

Where an error in a Member's pay cheque has been detected, the error will be corrected by the Board based on consultation with the Member.

5.08.01

Underpayment

Where a Member has been underpaid, the Payroll department will investigate the matter and respond to the Member. The Bargaining Unit will be notified at this time.

In the event of an underpayment, reimbursement to the Member in full will occur by the pay period after the pay period in which the error is reported or discovered.

In circumstances where the underpayment results in financial hardship for the Member, the Member will discuss the situation with the Board, and a mutually agreeable timeline for receipt of salary will be determined.

5.08.02

Overpayment

Where a Member has been overpaid, the Payroll Department will advise the Member and the Bargaining Unit of the overpayment and the basis of the overpayment.

The Member and the Board will discuss a repayment plan.

Where mutual agreement is reached to a repayment plan, it shall be made in writing and signed by the Member and the Board.

Where mutual agreement is not reached, the Board may deduct the overpayment over one or more pay periods such that not more than 10 % of the Member's biweekly net pay is deducted in any one pay period. This provision shall be written authorization for the deduction under the *Employment Standards Act, 2000*.

5.08.03

Where an error affecting the payroll of a Member has been detected, the method of correcting and adjusting the error shall be communicated to the President of the Bargaining Unit prior to implementation.

ARTICLE 6 – POSITIONS OF ADDED RESPONSIBILITY

6.01

Positions of Added Responsibility ("PAR") will be allocated to secondary schools based on the Ontario curriculum disciplines with groupings of greater than nineteen sections and groupings of ten to nineteen sections.

Curriculum areas not so covered may be combined at the discretion of the school principal, with input provided from the in-school staffing committee.

Guidance, special education areas and co-op will be considered as curriculum disciplines.

Library and Student Success Contact Teacher sections will be included in the calculation for positions of responsibility in the curriculum discipline identified by the Principal.

E-learning courses will be included in the calculation for positions of added responsibility at the school to which the Member is assigned for the curriculum discipline in which the specific course resides.

6.01.01

For pay purposes under 6.01.02, the number of sections will be determined following staffing allocations based on projected enrolments and allocation of sections:

6.01.01.01

for the Fall semester, as of the midterm date of semester one;

6.01.01.02

for the Winter semester, as of the end of the first week of semester two.

6.01.02

Effective September 1, 2019:

For groupings greater than nineteen (19) sections, the allowance shall be \$2401.

For groupings of nineteen (19) sections and under, the allowance shall be \$1802.

Effective September 1, 2020:

For groupings greater than nineteen (19) sections, the allowance shall be \$2425.

For groupings of nineteen (19) sections and under, the allowance shall be \$1820.

Effective September 1, 2021:

For groupings greater than nineteen (19) sections, the allowance shall be \$2449.

For groupings of nineteen (19) sections and under, the allowance shall be \$1838.

6.01.03

The total number of positions will vary from year to year, based upon projected enrolment and allocation of

sections, as of the fifteenth school day in June.

When a PAR is not assigned prior to the first school day in September, Members who are appointed to PARs will be paid retroactively to the first day of the school year.

The Board will endeavor to fill PARs as soon as possible. Where a Principal anticipates not being able to fill a particular PAR by October 15, the Principal and the in-School Staffing Committee shall discuss the delay.

6.01.04.01

Positions of Added Responsibility will be posted in September in a central posting for informational purposes only.

6.01.04.02

Principals shall advertise, for three (3) days, to their school staff the specific Positions of Added Responsibility in their school according to the grouping in 6.01.

6.01.04.03

Where there is more than one (1) applicant for a particular Position of Added Responsibility, interviews will be held.

6.02

Members appointed to PARs will be appointed for a one school-year term.

6.03

At Bruce Peninsula District Secondary School, three PARs will be allocated based upon curriculum discipline groupings of greater than ten sections.

6.04

These PARs are voluntary and acceptance of such positions is at the discretion of the Member.

6.05

Positions of Added Responsibility which become vacant during the school year because of a leave of absence or illness for more than thirty days shall be filled on an interim basis.

6.05.01

Positions of Added Responsibility which become permanently vacant during the school year shall be filled as per 6.01.04.02 and 6.01.04.03 for the remainder of the term.

6.06

The duties assigned to Positions of Added Responsibility may include curriculum development and implementation, advising on school course offerings, curriculum assignments, acquisition of educational resources, and advising on other related duties.

6.06.01

Members in Positions of Added Responsibility will not discipline or evaluate other Members.

6.07

The responsibility allowance paid to an individual in an interim PAR shall be prorated, based upon the number of days worked in that position divided by 194 school days.

ARTICLE 7 – CONTINUING EDUCATION

7.01

This Article contains all conditions of employment applicable to the operation of (a) continuing education course(s) or class(es) established in accordance with Ministry of Education regulations. All such credit courses or classes, Guidance, Student Success, and Learning Resource sections shall be taught by Bargaining Unit Members.

7.01.01

The Board will advertise available anticipated credit-bearing continuing education positions, Guidance, Student Success, and Learning Resource to Members and persons on the recall list with recall rights at the same time that it advertises the positions externally.

7.01.02

If the qualifications of an internal applicant (Members and persons on the recall list with recall rights) are equivalent or better than the qualifications of an external applicant, the Board will give preference to the internal applicant.

7.02

Rates of Payment

Rates per hour for Continuing Education Teachers:

September 1, 2019	\$42.02
September 1, 2020	\$42.44
September 1, 2022	\$42.86

The above rate includes holiday and vacation pay.

7.03

Method of Payment

Teachers will be paid on a bi-weekly basis.

7.04

Federation Fees

The Board shall deduct the fees as stipulated by the Federation. The deductions will be made on an estimated basis over the number of pay periods with the balance constituting the last payment.

7.05

Seniority and Experience

Experience credit will be granted to Members teaching continuing education based upon the proportion of a full-time teaching assignment that the Member is assigned, up to but not exceeding one full year's service in that school year.

For the purpose of a Member's grid placement at the time of hiring into the Bargaining Unit, experience earned by teaching continuing education will be considered related teaching experience for the purposes of 4.02.04.

Continuing education experience may be used for the purpose of tie-breaking when determining seniority at the time of hiring into the Bargaining Unit under 10.06.

7.06

Leave of Absence

Members in the continuing education program shall be entitled to leaves of absence as provided for in the *Employment Standards Act, 2000*.

7.07

Grievance Procedure

The Grievance Procedure shall be as outlined in this Collective Agreement.

7.08

In the event permission is given by the Minister of Education to implement an extended school day, then the parties shall meet to determine any changes required to Article 7.

7.09

A Member who is a night school or summer school continuing education teacher shall give written notice of not less than two weeks should the Member wish to terminate his/her employment prior to end of his/her contract position.

ARTICLE 8 - ALLOWANCES FOR EXTRA DEGREES AND QUALIFICATIONS

8.01

An allowance shall be granted for one Doctorate from a Canadian University, or an equivalent institution, as decided by the Director of Education:

Effective Date	Amount
September 1, 2019	\$1536
September 1, 2020	\$1551
September 1, 2021	\$1567

8.02

An allowance shall be granted for one Master's degree from a Canadian University, or an equivalent institution, as decided by the Director of Education. The amount of the allowance shall be:

Effective Date	Amount
September 1, 2019	\$1206
September 1, 2020	\$1218
September 1, 2021	\$1230

8.03

Professional Accountants' Appellation

The allowance for a C.A., C.G.A., R.I.A., or C.M.A. for any Member who holds a University Degree shall be:

Effective Date	Amount
September 1, 2019	\$1007
September 1, 2020	\$1017
September 1, 2021	\$1027

8.04

An allowance shall be granted for one extra undergraduate degree from a Canadian University or an equivalent institution.

Effective Date	Amount
September 1, 2019	\$461
September 1, 2020	\$466
September 1, 2021	\$471

(NOTE: A Bachelor of Education degree beyond that granted as part of professional training shall be granted at one-third of the rate identified above.)

8.05

The highest one of the allowances set forth in 8.01, 8.02, 8.03 and 8.04 shall be paid above group and shall have the effect of piercing the maximum for all Members.

8.06

To be eligible for allowances under this Article, degrees claimed in Article 8 shall, according to the Certification Rating Statement and all other relevant documents, be clear and above other certification requirements.

ARTICLE 9 – SYSTEM LEAD TEACHERS

9.01

System Lead Teacher positions are voluntary and acceptance of such positions is at the discretion of the Member.

9.02

System Lead Teachers will not discipline or evaluate other Members.

9.03

The allowance for System Lead Teacher positions shall be:

September 1, 2019 - \$5653

September 1, 2020 - \$5710

September 1, 2021 - \$5767

9.04

The allowance paid to an individual in an interim System Lead Teacher position shall be prorated, based upon the number of days worked in that position divided by 194.

ARTICLE 10 – SENIORITY

10.01

The seniority list in place on August 31, 1998 shall be the basis for the seniority list developed under provisions of this article.

Seniority procedures shall be determined by placement on the appropriate OSSTF District seniority list as of December 1, 1997 in accordance with the length of continuous service in the Bargaining Unit since the date of last hire into the unit. Tie breakers shall be in accordance with the tie breaking procedures in the appropriate Collective Agreement as of December 31, 1997, whether the District 23 Collective Agreement with the Grey Board or the District 44 Collective Agreement with the Bruce Board.

Then the lists are to be dovetailed to create a single list. Any resultant ties shall be broken by lot as agreed to and conducted by the parties.

The process was completed by both parties on April 27, 1998.

10.02

The following seniority provisions shall apply to all new Members hired by the Employer on or after the first day of the 1998-1999 school year.

10.03

Seniority shall be the length of continuous service with the Bluewater District School Board as a Bargaining Unit Member from the first day worked after hiring. Any approved absence including layoff with recall rights shall not be considered an interruption of continuous service.

10.04

A seniority list for all Members covered by this agreement shall be established. It shall be composed of the seniority list referred to in 10.01 and any additions to the bottom of the list which result from the application of this article.

10.05

The list shall be rank ordered such that the most senior Bargaining Unit Member is at the top of the list and the most junior is at the bottom.

10.05.01

The seniority list shall be posted in all work locations and copies forwarded to the President of the Bargaining Unit no later than October 31 and March 1 of each school year.

10.06

Should a tie in rank ordering occur based on date of last hire the following criteria shall be used to break the tie:

10.06.01

total years of secondary experience with the Employer or its predecessor Board(s) as a Bargaining Unit Member; then

10.06.02

total years of secondary experience in the province of Ontario as an OSSTF Affiliate Member; then

10.06.03

total years of experience in Ontario as an O.T.F. Affiliate Member; then

10.06.04

by lot conducted by the Employer and the Bargaining Unit. In applying the above criteria, the steps shall be applied in order as required until the tie is broken.

ARTICLE 11 – FEDERATION DUES AND BARGAINING UNIT LEVY

11.01

On each pay date on which an employee is paid, the Employer shall deduct from each employee the OSSTF dues and any levies chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.

11.01.01

The OSSTF dues deducted in 11.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N., annual salary, the number of days worked, salary for the period, and the amounts deducted.

11.02

Levies specified by the Bargaining Unit in 11.01 shall be deducted and remitted to the Treasurer of OSSTF District 7 no later than the fifteenth day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their employee numbers, and the amounts deducted. The Levy shall be deducted from all Members over the twelve (12) months of the school year.

11.03

OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments, and any form of liability as a result of deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE 12 – JOB POSTING

12.01

Vacant positions will be considered for the return to school of Members who were surplus to school, pursuant to 13.02.08.03 and 13.02.08.03.01, and, if they remain vacant, then will be advertised internally as follows.

12.01.01

Vacant positions will be advertised internally for a minimum of three (3) consecutive working days.

12.01.02

Members may apply to increase their FTE.

12.01.03

Positions which become vacant in May or June of the current school year, after final layoff and surplus-to-site notifications, will not be advertised hereunder and shall be filled with an occasional teacher for the remainder of the school year.

12.02

Members who are interested in school positions shall send an expression of interest to the Staffing Supervisor. Such expression of interest shall include the position(s) in which they are interested, their OCT qualifications, their related teaching experience, and any other relevant information.

12.03

The Staffing Supervisor, in consultation with the Principal, will fill each advertised position with the most senior qualified applicant. Should an applicant not be considered appropriate, the cause for refusal will be provided in writing.

12.03.01

If there are no qualified applicants, the Principal will interview.

12.03.02

The Principal will consider whether to offer the position to a Member who does not hold the required qualifications, by mutual consent, pursuant to *Regulation 298*.

The Principal's considerations will include student safety, specialization of curriculum, and previous teaching experience.

Where consent was previously granted to the Member by a Principal for a particular course(s) for which they are unqualified, the Member successfully taught the course(s) and the circumstances have not changed, the Principal will again grant mutual consent.

Upon request, the Principal shall provide the unsuccessful candidate(s) with an explanation, in writing, regarding why they were unsuccessful.

12.04

Positions not filled internally will be offered to Members on the recall list pursuant to 14.02.

12.04.01

Positions not filled through recall will be advertised in a 24-hour job posting. Both internal applicants and Members on the recall list may apply to this posting.

Appointments will be made first from amongst the internal applicants, based on criteria listed in 12.03, 12.03.01, and 12.03.02.

If not filled by internal applicants, appointments will be made based on applications received from Members on recall, based the criteria listed in 14.02.

Any sections that remain unfilled will not be re-advertised internally.

12.04.02

Positions still unfilled may be filled externally.

12.05

Composite Posting in June

12.05.01

During the first two weeks of June, there will be two composite postings of all available positions. These shall be advertised internally.

Only those Members who are not redundant may apply. Members who are surplus may apply, and will not lose their right-of return hereunder through the acceptance of a position in the composite posting.

Members may not apply to increase their FTE status.

12.05.02

Members who are interested in a position on the composite list shall send notification to the Staffing Supervisor. Such notification shall include, in ranked order, the position(s) in which the Member is interested, the Member's OCT qualifications, the Member's related teaching experience, and any other relevant information which the Member wishes to have considered.

12.05.03

The Superintendent of Education responsible for Human Resources Services or designate, Staffing Supervisor, and Superintendent of Education shall meet to fill the existing positions starting with the most senior qualified applicant. This process shall first proceed consecutively down the list of applicants by seniority and OCT qualifications. The District Secondary Staffing and Labour Relations Committee shall be invited to attend this meeting as observers.

12.05.03.01

Following that, Members with related experience will be considered in order of seniority.

12.05.03.02

The consideration of otherwise unqualified Members will be in accordance with *Regulation 298*, including consideration of student safety, specialization of curriculum, and previous teaching experience.

12.05.03.03

It is understood that a Member has the right to refuse an offered position.

12.05.04

Following 12.05.03, the Members who remain surplus to school will be confirmed. Any positions that remain unfilled shall be compiled in a composite list.

12.05.04.01

Surplus-to-school Members who have accepted positions through the composite posting at a different school shall have a right-of-return as provided for in Article 13.

12.05.05

The process from 12.05.01 to 12.05.04 will be repeated a second time.

12.06

All positions for which there were eligible candidates shall be filled.

ARTICLE 13 – SURPLUS AND REDUNDANCY

13.01

Definitions

13.01.01

Redundancy of staff (to the District) occurs when there are fewer positions available in the District for the next school year, as determined by Article 23, than there are Members currently employed.

13.01.02

Surplus (to a school/work location) occurs when there are fewer positions available in a school or work location for the next school year, as determined by Article 23, than there are Members currently assigned to that school or work location after the application of the redundancy process.

13.01.03

A 'vacancy' is defined as an F.T.E. need at a school or site without any reference to teaching subjects or instructional responsibility.

13.01.04

A 'position' is defined as an F.T.E. need at a school or site with specific reference to teaching subjects or

instructional responsibility.

13.01.05

When the Board requires that a Member be qualified for a position being offered, the qualifications referred to are those on the Member's Certificate of Qualification from the Ontario College of Teachers.

13.01.06

Members at other worksites will be associated with their school of origin or where the Member was not formerly associated with a school, such Member will be associated with the closest secondary school to their worksite.

13.01.06.01

In the event that new positions are created at non-school sites, both parties shall meet to confirm which school the new site shall be associated.

13.01.07

Members seconded to system positions shall be subject to the redundancy procedure at the end of each school year and subject to the surplus and redundancy procedures at the end of the secondment. For the purpose of the surplus and redundancy procedures, all such Members shall be associated with their school of origin and immediately returned to their system positions, if not declared redundant, for the next school year.

13.01.08

A Member on any approved leave shall be considered a Member of the staff of the school where the Member taught immediately prior to going on Leave and shall be subject to whatever Seniority, Redundancy, and Surplus procedures are applicable to Members in determining placement for the school year following the Leave. While on Leave the Member shall not be considered part of the staffing complement as per Article 23.

13.02

Process for Determining Vacancy and/or Surplus and Redundancy – Staffing Data

13.02.01

Annually, by March 1, the Superintendent of Education responsible for Human Resources Services or designate shall provide the Bargaining Unit President or designate with a District Seniority List in accordance with Article 10.

13.02.02

By April 1, the Board will share with the District Secondary Staffing and Labour Relations Committee the following preliminary information:

- a) tentative student credit selection,
- b) tentative projected classroom and non-classroom staff needs,
- c) current leave status of all Members as well as an updated list of leave requests,
- d) Principals' enrolment projections, and
- e) the list of Members remaining on recall from the previous school year.

13.02.03

No later than May 1, the Superintendent of Education responsible for Human Resources Services or designate will convene a meeting of the District Secondary Staffing and Labour Relations Committee to provide an update of the information provided in clause 13.02.02.

13.02.04

By May 1, the District Secondary Staffing and Labour Relations Committee shall review the following:

13.02.04.01

Members who may be declared redundant to the District as per 13.01.01. The District Seniority List shall be used to determine any Member(s) declared redundant to the Board beginning with the Member lowest on the District Seniority List and extending consecutively up the list to the extent of the F.T.E. number to be declared redundant;

13.02.04.02

the number of available positions at each work location as a result of 13.02.04.01; and

13.02.04.03

the current Recall List.

13.02.05

By May 15, the Superintendent of Education responsible for Human Resources Services or designate shall call a meeting with and notify, in writing, those Members who may be redundant to the District. Representatives of the Bargaining Unit shall be invited to this meeting.

13.02.05.01

Options, if any, which may alleviate the redundant situation will be identified through discussion between the Board and the Bargaining Unit.

13.02.06

By May 25, the Board will determine and provide the Bargaining Unit President the following:

13.02.06.01

the allocation of staff to each worksite and the number of vacancies at each worksite as a result of leaves, retirements, and the declaration of redundancies; and

13.02.06.02

a list of those who may be surplus to their school/worksite as per 13.01.02. The School Seniority Lists shall be used to determine any Member(s) declared surplus to the schools beginning with the Member with the least seniority on the School Seniority List and extending consecutively up the list to the extent of the F.T.E. number to be declared surplus.

13.02.07

By May 31 the Superintendent of Education responsible for Human Resources Services or designate will notify, in writing, the Members who are declared redundant to the District, following the process outlined in 13.02.04.01 and any Members who are surplus to their school(s), following the process outlined in 13.02.06.02.

13.02.07.01

A Member who is declared redundant to the District shall be placed on lay-off subject to recall.

13.02.07.02

Any Member losing FTE as a result of being declared redundant will be eligible to apply for daily and long-term occasional teaching jobs.

13.02.07.03

Surplus Members will rank all work locations and respond within five (5) school days after being declared surplus to school.

13.02.07.04

No Member shall be declared redundant to the Employer or surplus to his/her work location when a Member with less seniority has not been so declared.

13.02.08

Placement of Surplus-to-School Teachers

13.02.08.01

After the two composite postings in June, the Members who remain surplus will be relocated. The surplus Member with the greatest amount of seniority will be relocated to the first location on their ranked list that has a vacancy.

A Member may be declared partially surplus to a school, but will not be declared surplus for more FTE

than necessary based on the Board's staffing allocations for that school as presented to the Bargaining Unit on May 31.

Except where there is mutual agreement, a surplus Member's sections will be placed at only one school in a semester.

This process will continue until all Members who have been declared surplus to their work locations have been placed.

13.02.08.02

By June 25th, the Board shall contact the Members who remain surplus to schools and indicate their new school placements.

13.02.08.03

As positions become vacant and until the last day in February, surplus-to-school Members who have been placed, partially or fully, in positions at different schools through the surplus placement process or the composite posting, shall be offered the opportunity of returning to the schools from which they were declared surplus.

In descending order of seniority (from most senior to least senior), the Principal will offer positions to Members with qualifications, or to unqualified Members where the Board is prepared to extend mutual consent, pursuant to *Regulation 298*.

The Principal's consideration will include student safety, specialization of curriculum, and previous teaching experience when determining whether to offer the position to a Member who does not hold the required qualifications.

Where consent was previously granted to the Member by a Principal for a particular course(s) for which they are unqualified, the Member successfully taught the course(s), and the circumstances have not changed, the Principal will again grant mutual consent.

Upon request, the Principal shall provide the unsuccessful candidate(s) with an explanation, in writing, regarding why they were unsuccessful.

13.02.08.03.01

The right of return pursuant to 13.02.08.03 shall be offered by an email to all Members with a right of return to the particular school.

Only Members who respond within 24 hours will be considered under 13.02.08.03.

When responding, Members shall provide the Staffing Supervisor with their OCT qualifications and, if unqualified for all or part of the position, their related teaching experience, and any other relevant information which they wish to have considered.

13.02.08.03.02

Until the last day in February, Members will continue to be offered available sections in their schools in accordance with 13.02.08.03 until they have accepted through the right-of-return process, the recall process, and the posting process, an equivalent number of sections to which they were declared surplus.

13.02.09

All written notices issued to Members under this Article shall be copied to the Bargaining Unit President at the same time.

13.02.10

Dates outlined in this article may be changed by mutual agreement of the parties to the agreement.

ARTICLE 14 – RECALL

14.01

Recall

The Employer shall establish, maintain and provide to the Bargaining Unit a recall list of all Members declared redundant. These names shall remain on the list for a period of two years.

14.02

Any positions which have not been filled through internal postings shall be offered to Members on the Recall list.

In descending order of seniority (from most senior to least senior), the Staffing Supervisor, in consultation with Principals, will offer positions to Members with qualifications, or unqualified Members where the Board is prepared to extend mutual consent pursuant to *Regulation 298*.

The Principal's consideration will include student safety, specialization of curriculum, and previous teaching experience.

Where consent was previously granted to a Member by a Principal for a particular course(s) for which they are unqualified, the Member successfully taught the course(s), and the circumstances have not changed, the Principal will again grant mutual consent.

Members shall be reinstated as though there is no interruption in service.

14.02.01

Prior to the end of February, available positions will be offered to those on recall in the following manner:

- 1) The Board shall contact Members on the recall list via email and request that Members rank all available positions and indicate their related experience for subjects for which the Member does not hold OCT qualification. Members shall respond by email within three (3) days.
- 2) Any sections that were not ranked by the Member shall not be considered for the recall of the Member.
- 3) Starting with the most senior Member, the Board will consider the Member's recall pursuant to 14.02.
- 4) Written notice of recall will be issued via email.

14.02.02

On and after March 1, available positions will be offered to those on recall in the following manner:

- 1) Starting with the most senior Member, the Board will consider the Member's recall pursuant to 14.02.
- 2) Written notice of recall will be issued via email.

14.02.03

Members will be offered available positions in accordance with 14.02 until they have accepted through the recall process and/or the job posting process an equivalent number of sections to which they were declared redundant.

14.02.04

Recalled Members shall be assigned to teach the schedule to which they have been recalled for the semester in which the recall occurs. Changes to the assignment shall be limited to those that require the same qualifications. Changes to the assignment outside of those qualifications may only occur with the approval of the District Secondary Staffing and Labour Relations Committee.

14.03

Long-term occasional positions arising due to approved leaves of absence of at least one semester in length, will be offered to Members on the recall list in the following manner:

- 1) The Board shall contact Members on the recall list via email and request that Members rank all available positions and indicate their related experience for subjects for which the Member does not hold OCT qualification. Members shall respond by email within three (3) days.
- 2) Any sections that were not ranked by the Member shall not be considered for assignment to the Member.
- 3) Starting with the most senior Member, the Board will consider the Member's assignment, to the maximum of the number of sections to which they remain redundant, pursuant to 14.02.
- 4) Written notice of assignment will be issued via email.

When the Members on approved leaves of absence return to their positions, the assigned Members shall return to the recall list until subsequent positions become available.

Members assigned to long-term occasional positions retain recall rights to permanent vacancies as provided in article 14.02.

14.04

There shall be no loss of FTE entitlement for Members who have been recalled to a portion of their FTE entitlement and who subsequently accept a recall position with a greater FTE.

14.05

Until the end of February, a Member has the right to refuse a recall offer by the Board without prejudice to the Member's recall rights. The Board shall provide written confirmation of the offer and acceptance of the position to the Member and to the Bargaining Unit President.

14.05.01

After the end of February:

- 1) If a Member declines recall to a position for which the Member is qualified; or
- 2) If a Member declines recall to a position for which the Member is unqualified but has indicated their mutual consent in the Form indicated in 14.09 to teach the subject(s) or course(s) for which they are unqualified;

the Member shall lose further right of recall (to the FTE extent of the recall so declined).

The Member will also lose the right to severance under article 14.06.

14.05.01.01

Members shall not lose recall rights for declining positions that would require them to travel between schools during the forty (40) consecutive minutes of lunch time.

14.05.02

A Member shall respond to an offer of recall within 24 hours. A Member who does not respond to an offer within 24 hours shall be deemed to have declined the offer of recall.

14.06

Severance

A Member who is declared redundant to the District shall be placed on lay-off subject to recall and will be paid a severance allowance based on the following scale, on service with the Board, or its predecessor Boards and on the Member's grid salary at the time of removal from the Recall List (Article 14.01).

For 2 years of Service	20%
For 3-4 years of Service	30%
For 5-6 years of Service	40%
For 7 or more years of Service	50%

14.06.01

Severance applies to those Members who have been declared redundant for their full FTE and are not recalled during the recall period.

14.06.02

This severance allowance shall be paid out by August 31.

14.06.03

Members who accept permanent employment with Bluewater DSB or another district school board shall relinquish their right to severance.

14.07

Any Member who is declared redundant and on the Recall List shall be allowed up to the equivalent of two (2) paid days to attend job interviews. Where reasonably possible, advance notice of this/these absence(s) will be given to the Member's Principal.

14.08

Subject to C7.00 of the Central Terms and the rules of the OSSTF Employee Life and Health Trust (ELHT), redundant Members on the Recall List shall be entitled to continue to be enrolled in benefit plans in which the Members were enrolled immediately prior to being placed on the Recall List, at the Member's expense.

14.09

Members on the recall list shall complete and maintain a form, as determined by the Board, indicating the following:

- 1) the Member's current address;
- 2) the Member's email address;
- 3) the Member's telephone number;
- 4) the Member's OCT qualifications;
- 5) the Member's related teaching experience;
- 6) a listing of the subjects or courses for which the Member does not hold the required qualification but for which the Member provides their mutual consent to teach; and
- 7) any other relevant information which the Member wishes to have considered.

A Member shall be responsible for ensuring that the said information is current so long as the Member retains recall rights. The Board will use the most recently-submitted form.

Upon request, a copy of any form submitted will be provided to the Bargaining Unit President by the Board.

14.10

Redundant Members may be considered eligible for retraining (intended as retraining for future vacancies).

ARTICLE 15 – SCHOOL CLOSURE AND CONSOLIDATION

15.01

In the event that one or more schools are closed or that two or more schools are consolidated, the Union and the Board will work through the District Secondary Staffing and Labour Relations Committee to establish a school closure or consolidation protocol. The protocol shall include but not be limited to the following:

Members at the schools that are closed or consolidated shall be given the opportunity to select one of the designated school(s) of their preference, based on seniority and the proportion of the incoming ADE from the closed or consolidated schools.

Article 13 will be implemented following the above process. Positions will be posted according to the procedure prescribed in 12.05 and 12.06.

15.02

No external advertising shall take place until all Members who have been declared surplus as a result of a school closing have been offered a vacancy. Members declared surplus as a result of a school closing shall be maintained at their equivalent F.T.E. status held at the time of their declared surplus.

ARTICLE 16 – STATISTICS

16.01

Board and Bargaining Unit data and information pertinent to negotiations between the Board and the District will be shared. Such data will deal with qualifications, Positions of Added Responsibility, staffing, allowances, salaries, benefits, and such other information considered pertinent by the Bargaining Unit.

16.02

The initial request for data will be made through the Bargaining Unit President or designate to Executive Officer Human Resources Services. All such data will be provided semi-annually November 1 and March 1 and will be updated as available.

ARTICLE 17 – BENEFITS

[Benefits provisions are provided in Collective Agreement Part A: Central Section C 7.0\)](#)

17.01

The employer agrees to:

- Enrol all Members in the Employee Assistance Program, and administer the program.
- Pay all fees on behalf of the Members for the Employee Assistance Program.

17.02

Premium shares for ELHT Benefits pursuant to C7.00 of the Central Terms, if required, will be deducted bimonthly (twice per month) from Members following the pay schedule. In months where there are three pays, the premiums will be deducted from the first two pays.

17.03

The Employer's contribution to statutory benefits shall be as per legislation.

17.04

The Employer, on request of a payroll deduction authorization, shall make deductions from the Member's salary for contributions to the Educators Financial Group. The Employer shall be responsible for administration costs relating to the deduction.

ARTICLE 18 – LEAVES

18.01

Cumulative Sick Leave

[Sick Leave Provisions are provided in Part A Central Agreement Section C8.0](#)

18.01.01

The Board shall maintain an account of each Member's absences, including leave days, sick days, short-term disability days, and top-up days.

Members may examine their accounts through the online Employee Portal.

18.01.02

In the event of sickness or disability extending beyond five (5) school days, the Superintendent of Education responsible for Human Resources Services or designate may request written verification from a medical practitioner.

18.01.03

After having been certified by a medical practitioner as physically and/or cognitively able to resume his/her position following a sick leave under the Long-Term Disability Insurance Plan, the Member shall be returned, without loss of seniority or position, to the same work location.

18.01.04

All Workplace Safety and Insurance Board payments will be made to the Employer by the Workplace Safety and Insurance Board. The employee will continue on the payroll of the Employer.

18.01.04.01

An Employee who is prevented from performing the Employee's regular work with the Board because of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, shall receive from the Board the difference between the amount payable by the Workplace Safety and Insurance Board and regular salary. Such top up shall be provided without deduction from sick leave, and shall be limited to a maximum of four (4) years and six (6) months.

18.01.04.02

That part of any absence recognized by the Workplace Safety and Insurance Board as a compensation case, for which no compensation is being received by the claimant from the Workplace Safety and Insurance Board, shall be charged to such cumulative sick leave that the employee may be entitled.

18.01.05

A Member not covered under 18.01.03, who for reasons related to illness or accident, has been absent from work for a period of thirty-six (36) consecutive months, will no longer have status under the Collective Agreement except as in 18.01.05.01.

18.01.05.01

A Member who has notified the Board six (6) months prior to the expiry of sixty consecutive months from the first day of illness or accident and who has been certified by a medical practitioner as able to resume teaching duties will be rehired to a vacant position which the Member is qualified under the *Education Act* to fill.

18.01.05.02

The Board shall give written notification to the Member, upon the expiration of the period stated 18.01.05, stating loss of status. Status would be regained upon return to work as stated in 18.01.05.01. Such notification shall be to the Member's last known address.

18.01.05.03

The Member may elect to retain benefit coverage, after the expiration of sick day credits, and at no cost to the Employer until the Member returns to work.

18.01.05.04

The Member, upon return to work, shall retain seniority status held prior to the end of the period stated in 18.01.05.01.

18.02

Compassionate Leave

18.02.01

Compassionate Leave shall be granted by the Principal, for death in the immediate family (parent, sibling, child, spouse, immediate in-laws).

For this purpose:

- a) "parent" shall include a person who is in the position of a parent to the Member;
- b) "child" shall include a person to whom the Member stands in the position of a parent;
- c) "spouse" shall include a common-law or same sex partner with whom the Member resides.

Absence under 18.02.01 above may extend up to five consecutive school days per occurrence without loss of pay.

18.02.02

Compassionate Leave shall be granted by the Principal for the death of grandparents, grandchildren, aunts, uncles, nephews, and nieces, including in-laws, for up to three consecutive school days per occurrence, without loss of pay.

18.02.03

Compassionate Leave shall be granted by the Principal for the death of friends or other family members for one school day per occurrence without loss of pay.

18.03

Procedural Leaves

18.03.01

Procedural leave with salary shall be granted by the Principal for the reasons listed below. The Principal shall inform the Superintendent of Education responsible for Human Resources Services or designate that the leave

has been granted. Reasons for these leaves are:

- a) Quarantine
- b) Summons to serve as a juror
- c) Subpoena as a witness to any legal proceeding to which the Member is not a party
- d) Attending the birth or adoption of a child for whom the Member has a parenting responsibility
- e) Religious observance of Holy Days
- f) Writing examinations
- g) Graduation ceremony for the Member, or members of the Member's immediate family
- h) An employee required to attend a hearing or decision at the Ontario College of Teachers, which has been initiated by the Board
- i) An employee required to attend a Workplace Safety and Insurance Board or Workplace Safety and Insurance Tribunal hearing of any kind, which has been initiated by the Board.

18.03.02

Five Personal Days

Leaves with pay and deductions from the Member's five-day personal bank shall be granted by the Superintendent of Education responsible for Human Resources Services or designate through the immediate supervisor for the following reasons:

- a) Serious illness or injury in the Employee's immediate family
- b) Medical appointment of an immediate family member that cannot be scheduled outside of work hours and requires the attendance of the Member
- c) Legal proceeding, including moving to a new place of residence on the day of the move, requiring the presence of the Member, not covered in 18.03.01
- d) Adoption of children (interviews)
- e) Calamity involving home or property

18.03.03

Following application through the Principal and in consultation and at the discretion of the Superintendent of Education responsible for Human Resources Services, or designate, an additional Personal Leave day(s) may be granted, through the Principal, for extenuating circumstances deemed by the Superintendent of Education responsible for Human Resources Services, or designate, to be beyond the control of the Member. If denied, reasons will be provided.

18.03.04

Family Medical Leave and Critical Illness Leave are provided in [Part A Central Section C8.0](#)

Upon return from a leave under this clause, the Member shall return to the same or better position at the same work location, subject to Article 13.

18.03.05

At-Cost Personal Leave

Subject to adequate notice to the Principal and the arrangement of coverage, the Member shall be granted an At-Cost Personal Day restricted to a maximum of five (5) per year. The timing of such days will avoid extending existing vacation periods. The cost for such a day will be the minimum cost of a qualified occasional teacher (not to exceed 1/194 of Group 3, Year 0) whether the Member has been replaced or not. The cost to the Member for such a day will not exceed 1/194 of the Member's annual salary. There will be no deduction from sick leave, and no impact upon pension subject to current Teacher Pension Plan regulations. On any given day no more than three such leaves will be granted at any one site. The application of this clause will not result in on-calls being assigned to Members.

18.04

Pregnancy/Parental/Adoption Leaves

[Pregnancy/Parental/Adoption leave provisions are provided in Part A: Central Letter of Agreement #6](#)

Definitions

- a) "Parentf" - includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

- b) "Pregnancy Leave" - means a leave of absence under the *Employment Standards Act, 2000*.
- c) "Parental Leave" - means a leave of absence under the *Employment Standards Act, 2000*.

18.04.01

Pregnancy/Parental/Adoption Leave Supplemental Employment Benefit (SEB) Plan

A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay and is provided for in article 18.04.09, below.

18.04.01.01

The Employer shall provide for permanent Members hired into term positions who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short-Term Leave Disability Program (STLDP).

The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.

18.04.01.02

SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

18.04.01.03

The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

18.04.01.04

Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

18.04.01.05

For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.

18.04.01.06

Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.

18.04.01.07

If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.

18.04.01.08

The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.

18.04.01.09

Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

18.04.01.10

Pregnancy Leave Supplemental Employment Benefit (SEB) Plan

For pregnancy leave only, a Member in receipt of Employment Insurance benefits shall be eligible to receive top-up from the Board in the following manner:

- i. The Board will fund a top-up pool for the Member equal to two weeks of the Member's regular pay

- (100%) plus six weeks of the difference between the Member's regular pay (100%) and EI benefits.
- ii. Funds from the top-up pool will be applied on a weekly basis from the commencement of the pregnancy leave to fund the EI waiting period, if applicable, and to fund the difference between the EI benefits and the Member's regular weekly pay until the funds in the top-up pool are exhausted. It is understood that a Member will not receive more than 100% of their weekly earnings in any given week but will receive the entire amount provided in the pool.

To receive payment, the Member must provide the Board's Payroll department with verification of the approved E.I. claim, indicating the amount of E.I. paid to the Member. An application for pregnancy leave, as well as a medical certificate identifying the expected date of birth, is required prior to the Member taking their leave.

18.04.01.11

Parental Leave Supplemental Employment Benefits (SEB) Plan

Where a Member is absent on a statutory parental leave where the Member had not taken a statutory pregnancy leave in respect of the birth of the same child:

- i. The Board will fund a top-up pool for each Member equal to two weeks of the Member's regular pay (100%);
- ii. Funds from the top-up pool will be applied on a weekly basis from the commencement of the parental leave to fund the EI waiting period, if applicable, and to fund the difference between the amount received from EI and the Member's regular weekly pay until the funds in the top-up pool are exhausted. It is understood that a Member will not receive more than 100% of their weekly earnings in any given week but will receive the entire amount provided in the pool.
- iii. The Member must provide the Board with proof that they have applied for and are in receipt of EI Benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

18.04.01.12

All employees on pregnancy/parental leave will receive Record of Employment forms that note the last day worked as required.

18.04.02

Pregnancy Leave

18.04.02.01

A Member is entitled to pregnancy leave.

18.04.02.02

A Member's request for a pregnancy leave must be in writing to the Director of Education or designate at least two (2) weeks before the date the leave is anticipated to begin. Where the birth occurs sooner than expected, such written request shall state or be amended to state the date the leave is to begin and expire.

18.04.02.03

Upon request, a medical certificate stating the expected birth date shall be supplied by the Member.

18.04.02.04

The length of the leave shall be up to seventeen (17) weeks or such greater length as may be permitted under legislation, provided there is no additional cost to the Board. The leave may begin no earlier than seventeen (17) weeks before the expected birth date.

18.05

Parental Leave

18.05.01

A Member is entitled to Parental Leave, without pay.

18.05.02

The commencement and duration of parental leaves shall be determined by the Member in accordance with the

Employment Standards Act, 2000.

18.05.03

A Member's request for a parental leave must be in writing to the Director of Education or designate at least two (2) weeks before the date the leave is to begin, or two (2) weeks after the Member stops working due to circumstances where the child comes into the custody, care, or control of the parent for the first time sooner than expected. The written request should state the date the leave is to begin and expire.

18.05.03.01

A Member intending to adopt a child should give the Director of Education, through the Principal, notice where possible, of the intent to adopt, so that when the child becomes available the Member may cease duties immediately or at the discretion of the Member.

18.05.04

A Member who has given notice to the Employer of the Member's intention of beginning or ending a leave, as addressed in clauses 18.04 and 18.06, may revise those time lines, provided the request is in writing to the Director of Education or designate at least two (2) weeks before the original date the leave was to begin, and at least four (4) weeks before the original date the leave was to end.

18.06

General Conditions

18.06.01

A Member on a pregnancy leave (18.04.02) or parental leave (18.05.01) may, at the Member's discretion, by paying the Member's share of premiums, maintain benefits under Article 17, with the Board paying its share of premiums. Leave time will accrue for the accumulation of sick leave credits and for placement on the grid.

18.06.02

It is understood that Pregnancy Leave (18.04.02), Parental Leave (18.05.01) and Extended Parental Leave (18.07.01) are without pay.

18.06.03

Upon return from leave under 18.04.02 (Pregnancy Leave), 18.05 (Parental Leave), and 18.07.01 (Extended Parental Leave), a Member shall return to the same or better position at the same work location, subject to Article 13.

18.06.04

Salary shall be paid in accordance to the proportion of the school year taught as a consequence of 18.04.02, 18.05.01, and 18.07.01.

18.06.05

Other Leave

18.06.05.01

For absence occasioned by the birth or adoption of a child, the Employer shall grant a leave, without loss of salary, benefits, or sick leave credit, for a period not exceeding two days.

18.06.06

A Bargaining Unit Member who has given notice to the Employer of the Member's intention of beginning or ending a leave, as addressed in clauses 18.04 and 18.06, may revise those time lines, provided the request is in writing to the Director of Education or designate at least two (2) weeks before the original date the leave was to begin, and at least four (4) weeks before the original date the leave was to end.

18.07

Extended Parental Leave

18.07.01

A Member who has been in the employ of the Employer for at least one (1) year may apply for an extended

Parental Leave.

18.07.02

A Member may request in writing an Extended Parental Leave (a leave that follows a parental leave as addressed in clause 18.05.01) at least four (4) weeks before the leave would begin, stating the date of return from the leave.

18.07.03

The Member shall be allowed to maintain benefits as in Article 17 for leaves addressed in 18.07.02 at no cost to the Board.

18.07.04

Length of all leaves addressed in clauses 18.04.02 (Pregnancy Leave), 18.05.01 (Parental Leave), and 18.07.01 (Extended Parental leave) may be up to a total of two (2) years, per occurrence. Notwithstanding the requirements of 18.08.01, a leave of absence may be requested at the conclusion of the leave granted under 18.07 (Extended Parental Leave) and shall not be unreasonably denied.

18.07.05

Upon return from leave under 18.07, a Member shall return to the same or better position at the same work location, subject to Article 13.

18.07.06

Salary shall be paid in accordance to the proportion of the school year taught.

18.08

Leaves of Absence

18.08.01

At the discretion of the Director of Education or designate and after the completion of two years of employment under this agreement, a Member may be granted leave of absence for a period of up to one (1) school year, without pay, with assurance of re-employment, subject to Article 13. Requests shall be made by March 1 prior to the leave. Such requests will not be unreasonably denied and be applied in an equitable manner. Partial leaves of absence prior to two (2) years of employment under this agreement with the Bluewater DSB and short leaves may be granted without pay at the discretion of the Director of Education. Requests for an extension to a leave of absence may be considered.

18.08.02

The Member shall be returned to the same or better position at the same secondary school or work location, subject to Article 13.

18.08.03

Notwithstanding 18.08.02, the Employer and the Member may arrive at an alternate arrangement with the approval of the Bargaining Unit.

18.08.04

A Member applying for a Pregnancy Leave may be granted a Leave of Absence in addition to her Pregnancy Leave provided that such Leave be arranged to allow return to work on a date mutually agreed to by the Employer and the Member.

18.08.05

A Member on Leave of Absence may continue participation in the ELHT Benefits provided under Article C7.00 provided that such participation is permitted by the ELHT.

A Member on a Leave of Absence may continue participation in Long Term Disability (LTD) Plan.

Continuation of participation in ELHT and LTD shall be at no cost to the Board.

A Member on a Leave of Absence may continue participation in the Employee Assistance Plan (EAP) under

Article 17 at no cost to the Member.

18.08.06

During the Leave, the Member shall be a Member of the staff of the work location where the Member was assigned immediately prior to going on Leave and shall be subject to whatever Seniority, Redundancy, and Surplus procedures are applicable to Members in determining placement for the school year following the Leave. While on Leave the Member shall not be considered part of the staffing complement as per Article 23.

18.08.06.01

A Member granted a leave of absence to the end of the school year is required by the Employer to give written notice to the Superintendent of Education responsible for Human Resources Services or designate (copy to the Federation President) by February 28 of the current school year of the Member's intention for continued employment in the next school year.

18.08.06.02

A leave of less than one year shall include commencement and termination dates. Any changes must be made by mutual consent 30 school days prior to the termination of leave. All requests shall be made in written form.

18.08.07

Members on loan to the Department of National Defence Schools Overseas shall be considered to be on a Leave of Absence and subject to the terms of this Agreement.

18.08.07.01

The Member shall be entitled to sick leave credits and seniority accumulated prior to the Leave of Absence.

An authorized Leave of Absence, paid or unpaid, shall be deemed not to interrupt continuous service. However, sick leave credits and teaching experience for purposes of increment shall not accumulate during such Leave. Notwithstanding the foregoing, if the Leave is a result of secondment or being on loan to the Department of National Defence Dependents School System Overseas, or participating in any Teacher Exchange Program, teaching experience for the purpose of increment shall accumulate during such Leave.

18.08.08

Cancellation of leave subsequent to final approval is subject to mutual agreement of the Director and the Member concerned.

18.08.09

Upon request of the Member a leave of absence may be approved to a maximum of two full years. The two-year limit only applies to leaves taken under clauses 18.08 to 18.08.10 inclusive. Approval of leave requests which extend beyond the two-year maximum is at the discretion of the Director.

18.08.10

A Member may make application to the Director and may be granted a leave of absence for a reduced schedule for a term or school year.

The Member shall be given the opportunity to fully participate in benefits under the ELHT provided that the Member pays their premium contribution and the Board's contribution prorated in accordance with the FTE equivalent of the Member's leave. Where possible, applications for such leaves must be made by May 1 and November 1 for the succeeding terms.

Upon return from leave under this article a Member shall return to the same or better position at the same work location, subject to Article 13.

18.09

Absence Due to Inclement Weather

18.09.01

Members who are unable to get to their schools or alternate work locations due to inclement weather shall be paid full salary and no deduction from sick leave credit shall be made.

18.10

Federation Leave(s)

18.10.01

Effective at the request of the Federation, the Employer shall grant release to those Members named by the Federation, up to 2.0 FTE. The Bargaining Unit agrees to reimburse the Employer on a prorated basis in an amount equal to the lowest cost 2 FTE Members of the Bargaining Unit, as well as the cost of any allowance, for each Member on leave.

In addition to the Bargaining Unit's President's regular salary, the President shall be paid an amount equivalent to that paid to a Member earning an additional allowance, as determined by the Teachers' Bargaining Unit Constitution.

18.10.02

The persons named shall be treated for all purposes, including but not limited to the payment of salary, allowances, and benefits, and the accumulation of sick leave and teaching experience, as if working at their normal assignment.

18.10.03

Thirty (30) days per school year shall be designated for Federation business. A written notification for such leave shall be forwarded prior to the leave. The District shall reimburse the Employer for each day of leave at the qualified occasional teacher rate in effect at the time of leave, provided that a qualified occasional teacher has been used as a replacement.

18.10.04

The Employer shall grant a leave of absence, without pay, to a Member who holds an office requiring full-time duty at the provincial level. The Member shall continue to accumulate teaching experience during the period of leave.

18.10.05

Should a Member on Federation Leave access another leave or statutory leave provided for in the Collective Agreement or under legislation the Bargaining Unit may designate another Member to replace the Member initially on Federation leave.

18.10.06

A Member returning from a Federation leave has the right to be reassigned to the same, equivalent, or better position at the same location prior to going on leave, subject to the lay-off procedures in Article 13.

18.11

Seconded Leaves

18.11.01

A Member who is seconded to perform duties for the Employer other than his /her normal assignment shall be returned to the same or better position at the same work location upon completion of said duties. Secondments will be for duties other than that of Principal or Vice-Principal, except as provided for under Article 21. All other provisions of the Collective Agreement will apply to the Member while on seconded leave.

18.11.02

A Member who is on a leave or a secondment where the Board is reimbursed for the Member's salary the Board shall remit the full amount of benefits to the Bargaining Unit.

18.12

Teacher-Funded Leave Plan

18.12.01

Description

The Teacher-Funded Leave Plan has been developed to afford Members the opportunity of taking a one-year

leave and, through the deferral of salary, finance the Leave. The Plan as outlined below will apply only to those Members entering the Plan at the start of the 1999/2000 school year. Members currently enrolled in a Teacher-Funded Leave Plan under a previous or predecessor Board's Deferred Salary Leave Plan shall have their rate of benefit deduction adjusted to reflect participation in the plans effective March 1, 1999 and be subject to the same annual premium rate deduction as all other Members.

18.12.02

Qualifications

In order to be eligible to participate in the Plan, a Member must:

18.12.02.01

have two (2) years' experience with the Employer;

18.12.02.02

be employed half-time or more; and

18.12.02.03

have no obligations from previous Sabbatical or other Leaves that have not been fulfilled.

18.12.03

Application

18.12.03.01

A Member must make written application to the Director of Education or designate (Superintendent of Education responsible for Human Resources Services or designate on or before the thirty-first day of March requesting approval to participate in the Plan commencing at the beginning of the following school year.

18.12.03.02

On or before the thirtieth day of April the Director of Education or designate (Superintendent of Education responsible for Human Resources Services or designate will reply in writing stating whether or not the application has been approved and providing an explanation if the application has been denied.

18.12.03.03

The right to reject or approve individual requests to participate in the Plan shall rest solely with the Employer.

18.12.04

Salary Formula

18.12.04.01

In each year of the Plan preceding the year of the Leave, a Member will be paid a percent (i.e. 80% for 4 years to finance a leave in the 5th year) of the Member's annual salary. The remaining percent (i.e. 20%) of annual salary shall be deferred and deposited to a joint trust fund at the Employer's banking institution with an account heading "Bluewater District School Board in Trust for 'name of Member.'" The amount deposited together with interest earned shall be retained for the Member to finance the year of Leave. It is understood that all interest earned shall be considered by the Member as interest income for income tax purposes.

18.12.04.02

Requests for a Leave to be financed by an amount or for a time period other than that suggested by 18.12.04.01 shall be implemented accordingly. For example, deduct for three (3) years to finance a Leave in the fourth year or deduct for two years to finance a one half ($\frac{1}{2}$) year of leave or deduct for five (5) years to finance a Leave in the sixth year. Minimum length of the leave shall be not less than $\frac{1}{2}$ year. Greatest length of plan not to exceed six years, including year of leave. Scheduled year of leave will only be taken in the last year of the plan.

18.12.04.03

During each year other than the year of Leave, the Member will be paid a percent of the Member's annual salary to a minimum of 66 $\frac{2}{3}$ %. The remaining percent shall be deposited to a separate trust account as described in 18.12.04.01 above.

18.12.04.04

At least four (4) weeks prior to the commencement of the Leave the participating Member shall select, in writing, one (1) of the following methods of payment for the one (1) year Leave:

18.12.04.04.01

a lump sum payment of the entire trust account balance on or before the commencement of the Leave less an amount sufficient to pay the cost of all taxes, pension amounts, and Benefit Plans while on Leave;

18.12.04.04.02

after deducting an amount sufficient to pay the cost of all taxes, pension amounts, and Benefit Plans while on Leave, forty percent (40%) of the remaining trust account balance on or before the first teaching day in September and the remainder, including interest, on the first teaching day in January.

18.12.04.04.03

payment as per dates and percentages detailed in Article 5 subject to a deduction of a sufficient amount to pay the cost of all taxes, pension amount, and Benefit Plans while on Leave.

18.12.05

Staff Benefits

18.12.05.01

While a Member is enrolled in the Plan and not on Leave, and subject to the approval of the carrier, any salary-related Benefit Plans shall be maintained at the same level as if the Member was receiving one hundred percent (100%) of the Member's salary. While on Leave, all Benefits Plans shall continue in force.

18.12.05.02

While on Leave, the total premium cost for all Benefit Plans shall be paid by the Member.

18.12.05.02.01

During the Leave, Members enrolled in the Teacher-Funded Leave Plan shall receive benefits and have rates and level of premium payments calculated and deducted.

18.12.06

General Conditions

18.12.06.01

Upon return from Leave, the Member shall be entitled to sick leave credits accumulated prior to commencement of the Leave, but no sick leave credits may be earned during the Leave. On return from leave, a Member will be assigned to the same teaching position and work location.

18.12.06.02

During the Leave, the Member shall be a member of the staff where the Member taught immediately prior to going on Leave and shall be subject to whatever Seniority and Redundancy Procedures are applicable to Members of that staff in determining placement for the school year following the Leave. While on Leave, the Member shall not be considered part of the staffing complement.

18.12.06.03

Time spent on Leave shall not be considered as experience for movement on the salary grid.

18.12.06.04

In the application of Article 10 and 13 (Seniority and Redundancy Procedures), time spent on Leave shall not interrupt seniority for purposes of determining surplus staff.

18.12.06.05

Members declared redundant may withdraw from the Plan. Members on the Recall List who subsequently lose their right of recall must withdraw from the Plan.

18.12.06.06

A Member may withdraw from the Plan any time prior to the first day of March of the calendar year in which the Leave is to commence. Any exceptions to the aforesaid date shall be at the discretion of the Employer.

18.12.06.07

In the event of withdrawal and upon written notice the Member shall be paid at the Member's discretion and within four (4) weeks, a lump sum payment of the trust fund balance to the date of withdrawal plus accrued interest, if any, to the effective date of withdrawal.

Unless withdrawal is a result of 18.12.06.05 or 18.12.06.09, the Member will pay a Board administration fee of \$100.00.

18.12.06.08

The year of Leave may be deferred by mutual agreement between the Member and the Employer provided that the Member makes application for such deferral by the last Friday in March of the calendar year in which the Leave is to commence.

18.12.06.08.01

Should 18.11.06.08 result in a leave of absence being taken past the scheduled final year of the Plan, any monies accumulated by the terminal date of the plan will continue to accumulate interest until the leave of absence is taken.

18.12.06.09

Should a Member die while participating in the Plan, any monies accumulated, plus interest accrued, if any, will be paid to the Member's estate.

18.12.06.10

The Employer will co-operate in making such pension deductions as are required and approved by the Ontario Teachers' Pension Plan.

18.12.06.11

Neither the Employer nor the Bargaining Unit assumes responsibility for any consequences arising out of the implementation of the Teacher-Funded Leave Plan related to its effect on the Ontario Teachers' Pension Plan provisions, income tax implications, Employment Insurance, and the Canada Pension Plan.

18.12.06.12

Income tax shall be deducted on the actual amounts paid to the Member during each year of the Teacher-Funded Leave Plan subject to the Income Tax regulations in effect at that time.

18.13

Leaves - Experience

18.13.01

Time spent on Leaves granted under Article 18 shall be counted as continuous service with the Employer.

18.14

Parliamentary Leave

18.14.01

A Member who is elected as a Member of the Provincial or Federal Government will be granted a leave of absence without pay and without other benefits provided by this Agreement to a maximum of five (5) years.

18.14.02

A written request to participate in such a leave shall be made to the Director of Education prior to the acceptance of the nomination, stating the date the leave would begin and the date of return if not elected. Other information may be required upon receipt of the request by the Director of Education.

18.14.03

The Member, upon return to the employment of the Employer shall be:

- a) guaranteed a position with the Employer, and
- b) credited with accumulated sick days, service, and experience acquired prior to the leave of absence.

ARTICLE 19 – SICK LEAVE GRATUITY

Sick leave/retirement gratuities were frozen as of August 31, 2012. A Member is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as but not limited to service gratuities or RRSP contributions after August 31, 2012 except a sick leave credit gratuity that the Member had accumulated and was eligible to receive as of that day. The following language applies only to those teachers eligible to the gratuity above.

[\(See also Part A: Central Section 6.0\)](#)

19.01

This Plan shall apply to all Members.

19.01.02

A Member who has completed ten (10) years of continuous service with the Board or its predecessors immediately prior to retirement and who will be receiving a pension (or commuted value of pension) under the provisions of the *Teachers' Pension Plan Act* immediately upon retirement shall be entitled to the payment of a gratuity on retirement.

19.01.03

Definitions

19.01.03.01

Any leave of absence granted by the Board will not constitute an interruption in continuous service or loss of seniority for the purposes of Article 19.

19.01.03.02

Where part or all of a Member's salary is paid during a leave of absence that Member may count the period of leave as full teaching experience for purposes of Article 19.

19.01.04

The amount of gratuity shall be calculated as follows: after 10 continuous years with the Board or its predecessors, a Member retiring and qualifying for a pension (or its commuted value) under provisions of the *Teacher's Pension Plan* shall receive a gratuity of 30% of annualized salary at the date of retirement and for each additional year with the Board a further 2 ½ % up to a maximum allowance for eighteen years and over of 50% of annualized salary at the date of retirement, times the number of days to the Member's credit (maximum 200) in the Cumulative Sick Leave reserve at the time of retirement, divided by 200.

Examples: 12 years' service = $\frac{35}{100} \times \text{annual salary} \times \frac{\# \text{ of days}}{200}$ (up to 200)

18 years' service = $\frac{50}{100} \times \text{annual salary} \times \frac{\# \text{ of days}}{200}$ (up to 200)

22 years' service = $\frac{50}{100} \times \text{annual salary} \times \frac{\# \text{ of days}}{200}$ (up to 200)

Note:

Annual salary shall mean the Member's end rate yearly salary that the Member would have received had the Member worked the full year. The amount of gratuity will not exceed 50%, as defined above. Exceptions to this calculation for approved leaves are addressed in 19.01.07.

19.01.04.01

The Sick Leave Credit gratuity shall be paid in one payment or in a manner mutually agreed upon.

Teachers retiring at the end of a school year will be paid retirement gratuity by the 5th Board business day in September in the school year following retirement or in the next calendar year, if the Member so requests. Teachers retiring at any other time will be paid retirement gratuity within sixty (60) days following effective date of retirement or in the next calendar year, if the Member so requests.

19.01.05

Notwithstanding Sections 19.01.02 and 19.01.04, in the event of the death of a Member, the amount of the sick leave credit gratuity accumulated by the Member with this Board, or its predecessors, on the date of the Member's death shall be paid to the Member's beneficiary or the Member's estate within 30 days of the Member's death.

19.01.06

This Sick Leave Credit Gratuity Plan is agreed upon, saving any right which the Bargaining Unit may have acquired prior to this date under and by virtue of the *Education Act*.

19.01.07

A Member who applies to the Board and receives an approved Leave of Absence (full or part-time) within three years of his/her eligible retirement factor as determined by the Ontario Teacher's Pension Plan Board shall be eligible to receive a sick leave gratuity upon retirement, based on the applicant's F.T.E. status at the time of application for leave.

ARTICLE 20 – TEACHER-IN-CHARGE

20.01

A Member may voluntarily substitute for an absent Principal/Vice-Principal for a period of not less than a day on a temporary basis not to exceed twenty (20) consecutive workdays or forty (40) days in a school year.

The Teacher in Charge shall be paid a premium of

Effective September 1, 2019 – \$48.02

Effective September 1, 2020 – \$48.50

Effective September 1, 2021 – \$48.99

20.02

The Member may resume his/her duties, subject to forty-eight (48) hours' written notice to the appropriate Supervisor.

20.03

The replacement of an absent Principal/Vice-Principal by a Member shall not result in any additional duties or workload (including on-calls and supervisions) for other Members.

20.04

Members serving as Teachers-in-Charge shall not discipline or evaluate other Members.

20.05

A Teacher-in-charge shall continue to be a Member of the Bargaining Unit with all of the rights, privileges and obligations thereof, including but not limited to the payment and deduction of Union/Bargaining Unit dues.

ARTICLE 21 – ADMINISTRATIVE REPLACEMENTS

21.01

When a Principal/Vice-Principal will be absent from the school for a period of more than twenty (20) consecutive work days but less than one school year, the Board may appoint a Member as an Acting Principal or Vice-Principal to fulfil the duties of the absent administrator.

21.02

The Acting Principal/Vice-Principal shall be paid at the starting grid salary rate for the position, pro-rated for the period of the acting assignment or the Member's regular salary, whichever is greater, and shall be subject to the same working conditions as a Principal/Vice-Principal in that school for the period of the acting assignment.

21.03

The Member shall be entitled to return to the Member's former position in the Bargaining Unit, with full rights and privileges as though there had been no break in service within the Bargaining Unit, provided that the Member's term(s) as Acting Principal or Vice-Principal does not exceed 193 days within three years.

21.04

An Occasional Teacher shall be hired to replace a Member who is appointed as an Acting Principal/Vice-Principal.

21.05

The Board or the Member may terminate the appointment as an Acting Principal/Vice-Principal subject to ten (10) working day's written notice.

21.06

A Member serving as an Acting Principal/Vice-Principal shall not discipline or evaluate other Members.

21.07

A Member serving as an Acting Principal/Vice-Principal shall continue to be a Member of the Bargaining Unit with all of the rights, privileges and obligations thereof, including but not limited to the payment and deduction of Union/Bargaining Unit dues.

ARTICLE 22 – STAFFING PROCESS AND STAFFING COMMITTEES

22.01

District Secondary Staffing and Labour Relations Committee

A District Secondary Staffing and Labour Relations Committee shall be established composed of equal representatives, up to four (4) for each side.

22.01.01

The District Secondary Staffing and Labour Relations Committee may request the attendance of resource personnel who are employees of the Board or Union.

22.01.02

The District Secondary Staffing and Labour Relations Committee will review the staffing requirements of the secondary system and monitor the allocation of the assigned time or instructional time for the school year at each secondary school, including system positions and out-of-school positions assigned to Members. The staffing review will include the application of vacancy, surplus, and redundancy procedures. The goal of this review is to ensure procedures are followed and suggest areas for modification, if required.

22.01.03

The District Secondary Staffing and Labour Relations Committee will establish a process of communicating with the In-School Staffing Committees.

22.01.04

The District Secondary Staffing and Labour Relations Committee shall meet a minimum of three (3) times per year or at the request of either party.

22.01.05

The District Secondary Staffing and Labour Relations Committee shall meet prior to September 30th to review the actual enrolment figures.

22.01.06

As soon as feasible after the funding information has been made available to the Board and before sections are allocated to schools, the District Secondary Staffing and Labour Relations Committee will meet to examine the projected allocation of teachers to the schools.

22.01.07

The following information will be sent by the Board to the Chief Negotiator, or designate, in September, October, February, and March:

1. Master Schedule by Teacher
2. Master Schedule by Block
3. Master Schedule by Course

The Supervision Schedule will be provided by school administration.

22.01.08

The Board will provide to the Chief Negotiator, or designate, a copy of each school's teacher timetable matrix for the next school year no later than the final day of the current school year in June.

22.02

In-School Staffing Committee

An In-School Staffing Committee shall be established in every secondary school, comprised of the principal, vice-principal and up to four (4) Members designated by the Bargaining Unit, where at least three (3) representatives are from the Bargaining Unit in the school.

22.02.01

The goals and tasks of this Committee shall be consistent with the District Secondary Staffing and Labour Relations Committee as applied to the school level. These include review of procedures and monitoring of equitable division of professional duties, including school and exam supervision schedules, on-call information, staff assignments/timetables, and discussion of issues pertaining to the above. Data and information pertaining to the above will be shared with the In-School Staffing Committee.

22.02.02

The Committee shall meet a minimum of four (4) times per school year, at the request of either party.

ARTICLE 23 – STAFFING

The following teaching assignment details are designed to comply and be consistent with current regulations.

23.01

- a) For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations, or 23 in the absence of such regulations.
- b) For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum class size consistent with prevailing E-Learning class size regulations, or 30 in the absence of such regulations.
- c) Secondary staffing not covered in (a) and (b) will be determined by projected average daily enrolment at October 31 and March 31, consistent with legislation, Ministry of Education funding, and regulations.

23.01.01

Staffing for the subsequent year shall be at least 96% of the staff generated by the October 31 and March 31 projected average daily enrolment based on the projections as submitted to the Ministry of Education, and shall be placed before the declarations of surplus and redundancies in May.

23.01.02

At least 97% of the staff generated in 23.01.01 will be assigned to secondary schools no later than August 1.

23.01.03

At least 98% of the staff generated in 23.01.01 will be assigned to secondary schools no later than September 1.

23.02

Based on October 31 actual enrolment and March 31 adjusted projected enrolment, this adjusted March 31 enrolment projection will be revised to reflect the October 31 actuals. 99% of generated staffing will be assigned to the secondary schools and sites by the midterm date of semester one. The remaining 1% shall be allocated by the end of the first week of semester two.

23.03

Subject to the *Education Act* and Statutes and Regulations of the Province of Ontario, only certified members of the College of Teachers, in good standing, employed by the Board in accordance with this Collective Agreement shall be assigned to teach secondary pupils.

23.04

The total FTE staff allocation for each school year will be determined using the projected average daily enrolment and the average credits per student required to provide for an average class size of all secondary school classes, in the aggregate, as consistent with regulations with a maximum teacher workload of 6 teaching periods and professional duties, and resources available for special education programs and services to maximize learning opportunities for all students.

23.04.01

A 1.0 FTE Member shall be assigned a timetable of six (6) teaching periods and professional duties as defined in Article 24.05.

23.05

Mid-Year Staffing Reduction

23.05.01

Should the staff assigned through the application of 23.01 exceed the calculated secondary staffing generated through the application of article 23.02, and only after the first semester, second semester assigned staff reductions may only occur through attrition and shall be limited to reflect the actual decline in staffing and shall be limited to a maximum of 30 sections. (This shall be translated into its equivalent FTE staff for review by the District Secondary Staffing and Labour Relations Committee.)

Attrition shall mean the following:

- Members who retire to pension
- Members who die during the year
- Members who resign from the employ of the Board
- Members who take full-semester leaves

23.05.02

Any new hire to replace a non-returning Member shall become a Member of the Bargaining Unit.

23.06

A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to the Collective Agreement and/or class-size regulation.

ARTICLE 24 – WORKING CONDITIONS

The application of this article shall not result in the hiring of additional staff.

24.01

Instructional assignments will be consistent with legislation, regulations, Board policies, and this Collective Agreement. Factors which must be considered include course requirements, complexity of required teacher

preparations, overall teacher workload, and class sizes. Other considerations of a program or school nature may be considered. Assignments will be determined by the Principal and reviewed with the In-School Staffing Committee.

24.01.01

A Member who does not hold the OCT qualifications required to teach their assigned timetable can choose to grant or withhold mutual consent to the assignment. The application of this clause shall not impact the Member's FTE status.

24.02

Under certain specific circumstances, a student may be considered for admission to a class that is currently at its maximum class size if the student requires the credit for graduation, the student requires the course for diploma completion, or the student requires the credit for specific, justifiable career goals. In the event of such a situation, the admission of the student will be referred to the District Secondary Staffing and Labour Relations Committee.

24.02.01

For part-time staff (staff with less than a 1.0 FTE workload), the Board shall make reasonable effort to schedule any on-calls and supervisions immediately adjacent to teaching assignments.

24.03 Class Size

Course Level	Max Class Size
Locally-Developed Compulsory Credit GLE/Non-Credit/Credit Recovery	16
Workplace	21
Practical Programs under 24.03.01.01	22
Applied	22
Open	24
College	26
Academic	29
University/University-College	31

The above maximum class sizes shall be achieved by October 31 (for semester one) and February 28 (for semester two).

NOTE: Article 24.03.02 does not apply to Practical Programs as listed in 24.03.01.01.

24.03.01

For any multi-level class, maximum class size shall be determined by the level of the greater number of students.

24.03.01.01

Class sizes for the following courses shall be limited to a maximum of twenty-two (22) students:

HFN Food and Nutrition;	THJ Green Industries;
HIF Family Living;	TIJ Integrated Technologies;
HNB Fashion Industry;	TMJ Manufacturing Technology;
HNC Fashion and Creative Expression;	TPJ Health Care;
TCJ Construction Technology;	TTI Integrated Technologies;
TFH/TFJ Hospitality and Tourism;	TTJ Transportation Technologies;
TFT Hospitality;	TXJ Hairstyling and Aesthetics;
and IDC Interdisciplinary Courses which are packaged to include one of the above courses.	

Any course developed in the future will be reviewed by the District Secondary Staffing and Labour Relations Committee for inclusion in 24.03.01.01, consistent with existing criteria.

24.03.01.02

The Employer acknowledges that an appropriate guideline for staffing TGJ Communications Technology, TDJ Technological Design, and TEJ Computer Technology courses is 24 students.

24.03.02

In addition to the above maximum class sizes, a Member's class size(s) shall not be exceeded by more than six (6) students in total across the Member's total assignment per semester.

24.03.02.01

In addition to the above maximum class sizes, no instructional period shall have more than two (2) additional students assigned.

24.03.03

Co-op workload will be twenty-eight credits per teacher section based on a two-credit co-op program.

24.03.04

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of *Regulation 298* under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

24.03.05

Every effort shall be made to ensure the mentoring of IEP, IPRC, flagged, and at-risk students will be distributed to resource teachers on an equitable basis.

24.03.06

No E-Learning credit course shall exceed 35 students.

24.04

Instructional Workload

24.04.01

Instructional Workload Calculation

A Member's total instructional workload will be calculated over the year based on class size maximums listed in article 24.03.

Course Levels

Factors

Locally-Developed Compulsory Credit GLE/Non-Credit/Credit Recovery	16
Workplace	21
Practical Programs under 24.03.01.01	22
Applied	22
Open	24
College	26
Academic	29
University/University-College	31

Examples:

(2 Applied + 1 Workplace) + (1 Applied + 1 Academic + 1 Workplace)
(2 times 22 + 1 times 21) + (1 times 22 + 1 times 29 + 1 times 21) = 137 students

The yearly instructional workload calculation shall be done using the class sizes at October 31 and February 28. Compliance shall occur on or before February 28.

24.04.01.01

A Member with a single classroom section may have any instructional workload class size maximum plus two (2).

24.04.02

A one-half credit course shall count as a 0.5 class for the purpose of this calculation only.

24.04.03

Any multi-paneled school will have instructional workload prorated based on percentage of secondary teaching assignments.

24.04.04

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

24.05

Professional Duties

A teacher may also be assigned other professional duties comprised of on-calls and supervisions.

24.05.01

A supervision assignment may include study hall classroom supervision, lunch duty and/or other supervision of students, including bus supervision, as determined by the Principal in consultation with the In-School Staffing Committee.

24.05.02

A maximum of one half-period of supervision per week. Half-period assignments may also be completed in quarter-period equivalents.

24.05.03

Supervision schedules will be published for at least one semester (semestered schools) or ½ (one half) of a year at a time.

24.05.04

Effective September 1, 2014: A maximum of 19 half-period on-call assignments per year.

24.05.05

Teachers are to be assigned no more than two half-periods of on-calls per week.

24.05.05.01

Teachers are to be assigned no more than one half-period on-call per day, unless by mutual agreement between the teacher and the Principal.

24.05.06

On-calls are not to occur on the same day as the Member's supervision except by mutual agreement between the teacher and the Principal.

24.05.07

Except in the case of an emergency situation, teachers shall be notified of any on-call assignments before the close of the previous school day. Emergency shall be defined as an unforeseen circumstance occurring on that school day.

24.05.08

Professional duties will be assigned in an equitable manner within the school.

24.05.09

Unassigned time shall be available to the teacher for preparation and marking.

24.05.10

On-calls shall not be assigned during the last five (5) days classes prior to exams.

24.05.11

On-calls shall not be assigned on the day before mid-term mark submissions are due.

24.05.12

Where a Member is assigned an on-call, a key for the classroom to which the Member is assigned shall be available for sign-out by the Member in the main office of the school.

24.06

Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the end of the first period and the beginning of the last period, unless agreed to in writing by the teacher.

24.07

No teacher shall be assigned more than three (3) periods of Assigned Time in a row, excluding travel time between periods and/or breaks, unless agreed to in writing by the teacher.

24.08

In a school, no classroom teacher shall be assigned more than 6.0 different credits preparations, in a school year, plus professional duties. Each additional different credit preparation must be by mutual consent, and agreed to in writing between the Member and their Principal.

24.08.01

A Member's workload shall be equally scheduled between semesters (semestered schools) or between days (non-semestered schools) unless otherwise agreed by mutual consent between the Member and their Principal.

24.09

The working conditions in Article 24 outlined above shall be prorated for part-time teachers.

24.10

School Year

Teachers shall not be required to work any days preceding the official start of the school year for students.

24.11

Exams

24.11.01

Members shall not be required to supervise an exam outside of the published exam supervision schedule.

24.11.02

Exam days shall be pro-rated for part-time Members.

24.12

Professional Activity Days

24.12.01

Professional activity days shall be pro-rated for part-time Members.

24.12.02

Two professional activity days, as designated by the Board, will be used for individual self-directed activities such as assessment, reporting, curriculum planning, or professional development. Any involvement in Board or school-level activities is voluntary. These professional activity days shall be scheduled immediately after the exams in each semester.

24.13

Parent-Teacher Interviews

24.13.01

Members who attend parent-teacher interviews in the first semester can take a half-day lieu day on the afternoon of the professional activity day in late November.

24.13.02

Members who attend parent-teacher interviews in the second semester can take a half-day lieu day on the afternoon of the professional activity day at the end of June.

24.13.03

If the date of the November professional activity day varies in a given year, the dates of the professional activity days on which Members can take lieu days will be determined in consultation with the Bargaining Unit.

24.13.04

It is understood that the lieu time is at no additional cost to the Board.

ARTICLE 25 – GRIEVANCE PROCEDURE

25.01

A "grievance" shall be defined as a matter arising from the interpretation, application, administration, or alleged violation of this Agreement, of any relevant legislation, or of an existing practice, by either party, including any question as to whether the matter is arbitrable. This article will be interpreted to cover matters or questions raised by either party.

25.01.01

A "party" shall be defined as:

- i. the Bargaining Unit (or Union)
- ii. the Board (or Employer)

25.01.02

"Days" shall mean regular working days unless otherwise indicated.

25.02

The Board shall recognize a Grievance Officer or Designate of the Bargaining Unit to act on behalf of a Member or the Bargaining Unit in procedures described in Article 25.

25.02.01

A Member shall have the right to have present a representative from OSSTF to assist the Member at any stage of this Grievance and Arbitration procedure.

25.03

Grievance Procedure - Individual

25.03.01

Complaint Stage

A Member may initiate a complaint in writing with the immediate supervisor (the Principal in the case of all teachers) who shall answer the complaint in writing within five (5) days after receipt of the complaint.

A copy of any such complaint and proposed remedy must also be forwarded to the Bargaining Unit President or

Designate. Any resolution of a complaint must receive the approval of the Bargaining Unit.

25.03.02

Step 1

If the reply of the immediate supervisor of the grievor under the Complaint Stage is not acceptable to the Member, or where the Bargaining Unit sees the need to initiate a grievance on behalf of one or more of its Members, the Bargaining Unit assumes ownership of the matter and may initiate a formal grievance proceeding within twenty (20) days of becoming aware of the situation. The first stage shall be to submit a written grievance with the Human Resources Department, who shall answer the grievance in writing within five (5) days after receipt of the grievance. The Bargaining Unit may agree to extend the timeline for this step up to five (5) days. Any extension shall be recorded, signed and dated by the Human Resources Department and the Bargaining Unit Grievance Officer or designate.

The grievance shall contain:

- i. a description of how the alleged dispute is a violation of the Agreement; and
- ii. the clauses in the Collective Agreement alleged to be violated; and
- iii. the relief sought (remedy); and
- iv. the signature of the duly authorized official of the Bargaining Unit.

25.03.03

Step 2

If the reply of the Superintendent of Education responsible for Human Resource Services or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within five (5) days to the Director of Education or designate who shall answer the grievance in writing within five (5) days after receipt of the grievance.

25.03.04

Step 3

If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of receipt of the reply.

25.04

Grievance Procedure - Policy & Group

In the case of all grievances by a party, (including policy grievances, those on behalf of a group of Members, retired Members or a deceased Member), the party making the grievance may take the following steps in sequence to resolve the matter.

The grievance shall contain:

- i. a description of how the alleged dispute is a violation of 25.01; and
- ii. the clauses in the Collective Agreement alleged to be violated; and
- iii. the relief sought (remedy); and
- iv. the signature of the duly authorized official of the Party initiating the grievance

25.04.01

Step 1

The Party making the grievance shall make a written grievance to the Human Resources Department or President of the Bargaining Unit, as the case may be, who shall answer in writing within five (5) days.

25.04.02

Step 2

If the reply of the Superintendent of Education responsible for Human Resource Services or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within five (5) days to the Director of Education or designate who shall answer the grievance in writing within five (5) days after receipt of the grievance.

25.04.03

Step 3

If the reply of the Director of Education or designate is not acceptable to the party making the grievance, that party may then apply for arbitration within twenty (20) days of the receipt of the reply.

25.05

Where the Supervisor, Principal, or Employer fails to meet any of the timelines identified in 25.03.01, 25.03.02, 25.03.03, 25.03.04, 25.04.01 25.04.02 and 25.04.03 the grievance shall advance automatically to the next stage, or may be extended if mutually agreed upon.

25.06

Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the Mediator and the timeframe in which a resolution is to be reached.

25.06.01

The timelines outlined in the grievance procedure shall be frozen at the time that the parties mutually agree in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance shall continue from the point at which they were frozen.

25.07

Arbitration

- a) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree upon an Arbitrator within five (5) days of receipt of the written notification of desire to move to arbitration, the appointment shall be made by the Ministry of Labour upon the request of either party.
- b) Notwithstanding, either party may request a grievance be submitted to an arbitration board. If the parties are referring the grievance to an arbitration board the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.
- c) A grievance may be submitted to expedited arbitration under Section 49 of the *Labour Relations Act, 1995*.

25.07.01

The single Arbitrator or Board of Arbitration shall have the power to amend the grievance, relieve against timelines, modify penalties, (including discharge and disciplinary penalties), and take whatever action or make whatever decision it considers just and equitable in the circumstances.

25.07.02

The Arbitrator or Arbitration Board, as the case may be, shall not by their or its decision, add to, delete from, modify or otherwise amend the provisions of this Agreement.

25.07.03

No person shall be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle a grievance under the provisions of Article 25.

25.07.04

Time restrictions within Article 25.07 may be extended if mutually agreed upon in writing.

25.08

Cost of Arbitration

The Fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the parties.

25.09

There shall be no reprisals of any kind taken against any Member because of participation in the grievance or arbitration procedures in this Agreement.

25.10

Should the investigation or processing of a grievance require that an involved Member or Bargaining Unit representative be released from regular duties, the Member shall be released without loss of salary or benefits.

25.11

Nothing in this procedure shall be deemed to preclude the individual's right to seek redress in law.

ARTICLE 26 – TERMINATION OF EMPLOYMENT

26.01

Both parties request that employees provide a letter of resignation at least 45 days (May 15) prior to resigning effective June 30 and at least 30 days' notice for other times during the school year. This facilitates planning and minimizes the redundancy impact on newer Members.

26.02

A newly-hired teacher shall serve a probationary period of one year with an extension of the period for absences exceeding twenty (20) teaching days in that year.

26.03

Nothing herein prevents an employee and the employer from mutually agreeing to the employee's resignation at any time.

ARTICLE 27 – ALLOWANCES FOR COURSES

27.01

The Board agrees to pay all reasonable expenses of a Member requested by a Superintendent to attend any course approved by the Director of Education.

27.02

The Board will pay course travel allowance in the amount of \$103.00, provided the distance travelled (home to location of course) exceeds 32 kilometres, provided no other allowance is being paid by the Board and provided that the course is equivalent to a four-week Ministry of Education and Training or University course.

NOTE: This allowance will be paid upon successful completion of the course and the Member's return to employment with the Board in the subsequent school year.

ARTICLE 28 – DISTANCE EDUCATION

28.01

Where possible, e-learning courses will only be assigned to those Members who have expressed an interest.

28.02

In May, principals will provide an opportunity for Members to express an interest in teaching specific e-learning courses for the subsequent year.

28.03

Members teaching e-learning courses shall have access to all the necessary resources for teaching on-line courses.

28.04

Information related to the assignment of e-learning will be shared with the District Secondary Staffing and Labour Relations Committee.

28.05

No Member, other than the Member delivering the e-learning course, shall be responsible for lesson preparation, teaching, monitoring, evaluation, testing, and reporting of marks for students taking the e-learning courses.

28.06

Members assigned to teach e-learning courses shall be subject to the workload provisions set out in Article 24 of this Collective Agreement.

28.07

Members teaching e-learning courses shall communicate electronically with students only through a Board server.

ARTICLE 29 – TEACHER PERFORMANCE APPRAISAL

29.01

Evaluations will be in accordance with *Regulation 99/02* of the *Education Act*. Performance Appraisal applies to all Members of the Bargaining Unit except Continuing Education Teachers.

29.02

Where the *Education Act* and its regulations provide the School Board the power to establish policies and rules relating to performance appraisal, the School Board shall establish policies and rules only after consultation with the Bargaining Unit.

29.03

When a Member receives a performance appraisal which was rated “unsatisfactory” or “development needed,” the Board shall provide notice of this appraisal rating to the Bargaining Unit President within ten (10) days of the Member having received this rating in writing.

29.04

Notwithstanding time limits for filing a grievance in the provisions of this Collective Agreement, OSSTF has the right to grieve any aspect of the performance appraisal procedure following placement on “review status” of a teacher.

29.05

Whenever possible, the performance appraisal shall be based on the Member’s areas of qualification unless the Member agrees otherwise.

29.06

A Member shall be given at least 48 hours written notice before performance appraisal classroom observation.

29.07

A Teacher Performance Appraisal will not occur during the first two (2) weeks or the last two (2) weeks of a semester, except where required by a mandatory timeline or at the mutual agreement of the parties.

ARTICLE 30 – CRIMINAL BACKGROUND CHECK

30.01

The Employer shall only release or report to the Ontario College of Teachers any information about an employee obtained pursuant to the requirements of *Regulation 521/01* of the *Education Act* or any subsequent regulation or law dealing with the same subject matter for the purposes of exercising its statutory obligation.

ARTICLE 31 – WORK-RELATED EXPENSES

31.01

Members who require safety footwear to perform their duties shall receive an allowance of up to \$120.00 per year for the purchase of safety footwear, upon submission of receipts. Monies not claimed in one school year can be banked and carried over for one further school year.

Signing Page

IN WITNESS WHEREOF the Parties have caused this Collective Agreement to be signed by their respective, duly authorized representatives.

DATED at Chesley, Ontario this 13th day of May, 2021

Bluewater District School Board







Lauren Dipietto





Ontario Secondary School Teachers District 7
Teachers' Bargaining Unit

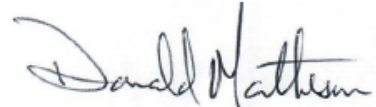




Bonnie L. Cameron







BENEFITS ADMINISTRATIVE AGREEMENT

BETWEEN BLUEWATER DISTRICT SCHOOL BOARD AND O.S.S.T.F., DISTRICT 7

RE: Benefits

This agreement is between the Bluewater District School Board and the Teacher's Bargaining Unit of O.S.S.T.F. District 7. It is established for the purposes of determining the roles of both parties in the operation of the benefit plans established and operating for the members of the Teacher's Bargaining Unit of O.S.S.T.F., District 7 as a result of Article 17 of the current Collective Agreement between the parties (1998-2000).

The Parties agree as follows :

1. The Employer shall enroll and administer for Members the following Benefit Plans: Group Life Insurance including optional Accidental Death and Dismemberment (at Member's expense) and additional Life Insurance (at Member's expense), Long Term Disability Insurance (at Member's expense), Extended Health Care, Employee Assistance Plan and a Dental Care Plan with dental coverage based on the current ODA schedule minus two (2) years and riders as previously negotiated. Specific Administrative duties include those listed below:
 - Provide new employees with the appropriate information and forms to allow enrolment in the plan(s) within 31 calendar days of the member's eligibility date. For these purposes, 'eligibility' will be defined as "first day of work" for new hires/employees of the Board, or as "first day of work" after return from a leave under the collective agreement for those employees whose leave affected their enrolment in the benefit plans. The Board also agrees to administer late entrant applications after the 31st day limitation and remit them to OTIP/RAEO for carrier approval.
 - Provide notice to an employee of the benefit coverage options available to them while on a leave of absence under the collective agreement. The options must be outlined prior to the commencement of the leave and the appropriate forms provided.
 - Provide appropriate claim forms in all work locations.
 - Provide updated coverage reports at least quarterly. These reports will list members enrolled in each plan and the status of each member's coverage including those undertaking a leave under the collective agreement. Copies of such reports shall be submitted to the Bargaining Unit and to OTIP/RAEO.
 - Deduct appropriate premiums for each member's benefit plan(s) and remit to OTIP/RAEO with supportive documentation (ie. new applications, coverage reports, etc.) Such premiums will be according to the terms of the current collective agreement (1998-2000, Article 17).
 - Provide notice to the OSSTF District 7 office regarding individuals who are absent from work for a period of 20 days or more.
 - Provide members with LTD claim kits upon employee request and complete the Plan Administrators Statement.
 - Provide and/or complete a disabled member's life insurance waiver in compliance with the current insurance policy.
 - Submission of T.P.P. contributions in accordance with the current L.T.D. insurance policy.

2. The Teacher's Bargaining Unit of O.S.S.T.F. District 7 is responsible for the design of the benefit plans and the selection of the carrier(s). The Bargaining Unit will also assume responsibility for the following elements of the plans' operations :

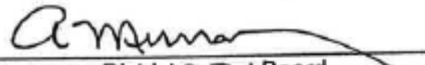
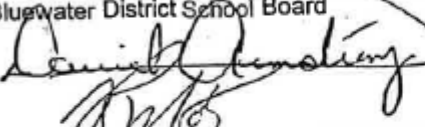
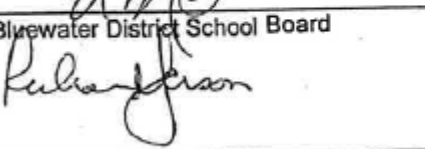
Making arrangements to resolve and deal with the final disposition of the "Adjudication of Claims" issue with the insurer.

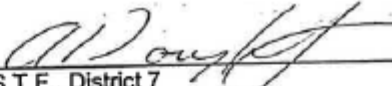

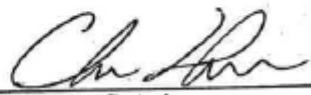
Assume responsibility for any modification to the existing policies in conjunction with OTIP/RAEO and the insuring company. This responsibility includes but is not restricted to the addition, modification or deletion of policy provisions.

3. Both parties agree to meet at least quarterly as a Joint Benefits Committee with up to 4 members from each side. The purpose of this committee is to review experience data and undertake a financial review of operating benefit plans. Such meetings shall also be used to determine any additional information or duties which may be required for the ongoing maintenance and operation of the benefit plans in place at that time.

This committee will also consider the reconciliation of the benefit package costs and the manner in which any surplus or deficit resulting from the operation of the benefit packages shall be used. It is understood by both parties that any surplus or deficit in benefit premiums arising from the reconciliation of the benefits package under the collective agreement shall be applied toward the benefit package established for the subsequent benefit year.

This Memorandum is deemed to be part of the Collective Agreement between the Bluewater District School Board and the Teachers' Bargaining Unit of OSSTF District 7 and shall be included in the Collective Agreement inside the signature page. The terms of this Memorandum of Understanding are grievable and arbitrable. The Board shall not be held liable for the responsibilities of the Bargaining Unit set out under Section 2 above.


Bluewater District School Board

Bluewater District School Board

Dated


O.S.S.T.F., District 7

O.S.S.T.F., District 7

Dated

Letter of Understanding: Employment Insurance Premium Reduction

Letter of Understanding

BETWEEN

BLUEWATER DISTRICT SCHOOL BOARD

and

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION, DISTRICT 7

WHEREAS the above noted parties wish to maintain the employment insurance premium reduction and thereby agree to the following condition:

- One and two thirds days of pay sick leave per month will be provided for use in the case of personal disability.
- Will not affect the operation of Leaves - Article XVIII of the collective agreement. Leaves with pay in accordance with Article XVIII continue to be provided.

DATED at Chesley, Ontario this 22nd day of September, 1998.

Bluewater District School Board

Janet J. Hampel
John Gault
Richard Mc
Richard Mc

Ontario Secondary School Teachers'
Federation, District 7

Don St
Ch. H

LETTER OF AGREEMENT: Re: Extra-curricular Activities

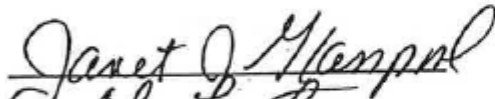
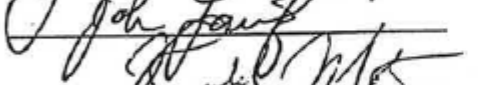
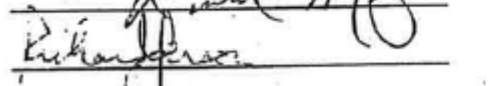

LETTER OF AGREEMENT

Re: Extra-curricular Activities

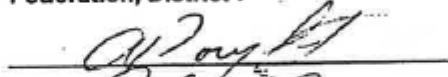
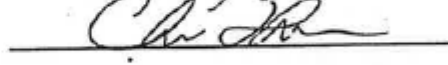




Consistent with current legislation, the Board agrees that extra-curricular activities are voluntary and appreciates the voluntary work performed by secondary teachers in providing extra-curricular activities to students.

Dated at Chesley, Ontario this 21st day of February, 2001.

Bluewater District School Board

Ontario Secondary School Teachers'
Federation, District 7

LETTER OF AGREEMENT: Re: Class Sizes and Student Access

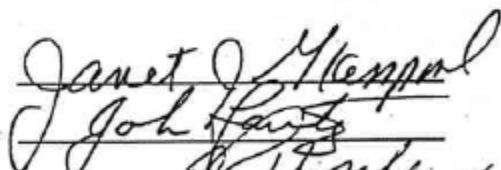
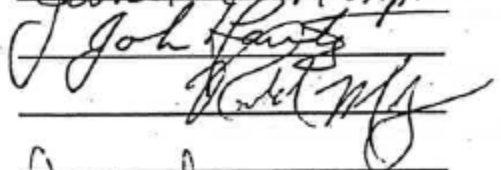
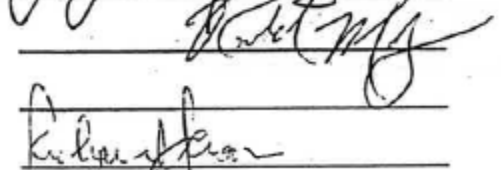
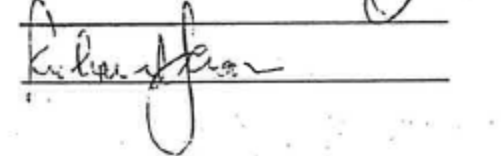
LETTER OF AGREEMENT

Re: Class Sizes and Student Access

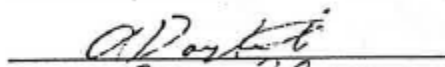
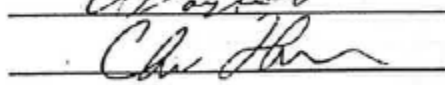

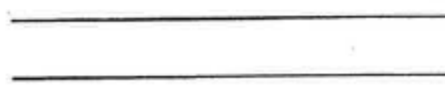

Both parties agree that it is in the best interest of a positive learning environment to have reasonable limits placed on individual classroom enrolment. It is also recognized that specific circumstances may arise in which class limits would unreasonably restrict an individual student's access to a credit course. If a situation arises in which an individual student requires admission to a course for diploma completion, graduation or particular career goals, such a situation can be appealed to the district staffing committee for consideration. Every effort will be made by both parties to balance the principle of limited classroom enrolment with the needs of the individual student and to resolve the situation in the best interests of all concerned.

Dated at Chesley, Ontario this 21st day of February, 2001.

Bluewater District School Board

Ontario Secondary School Teachers'
Federation, District 7

LETTER OF AGREEMENT: Re: Class Sizes

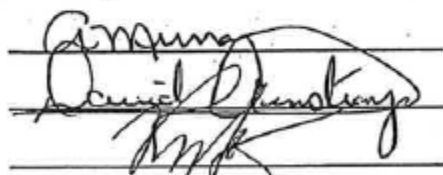
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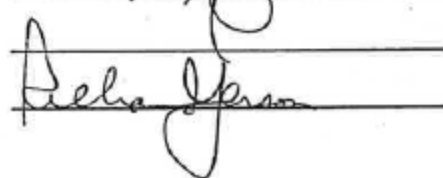
RE: Class Sizes

Both parties agree that any disputes arising out of changes in class sizes after October 15 and their associated implications to a Member's calculated Instructional Workload shall be referred to the District Staffing Committee for resolution.

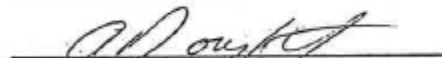
Dated at Chesley, Ontario this 26th day of June, 2003.


Bluewater District School Board






Ontario Secondary School Teachers'
Federation, District 7







Letter of Understanding: SSCT/RCE/GLE/LRT

Letter of Understanding

Between

Bluewater District School Board

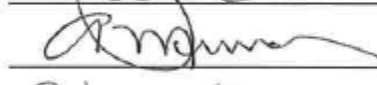
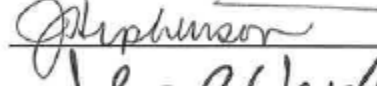
And

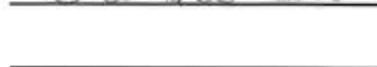
OSSTF District 7 TBU

Bluewater District School Board and OSSTF District 7 TBU agree without prejudice and precedent to the following:


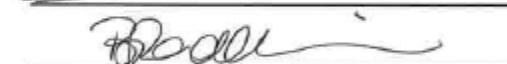
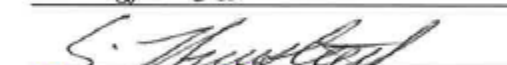



1. The Student Success Contact Teacher assignment will be consistent with Article 24.01 of the Collective Agreement.
2. Credit Recovery may only be combined with GLE/GLS.
3. Classroom and non-classroom assignments shall not be combined with additional supervision within the same period.
4. The Learning Resource Teacher non-classroom assignments shall not include the delivery of new or recovered credits and shall not be combined with any other classroom or non-classroom assignment.
5. Any member assigned to a credit recovery section shall not be assigned students who are not scheduled or available within that member's timetabled credit recovery section.

For the Board



For the Union

Letter of Understanding: Re: SSCT Workload

Letter of Understanding

Between

Bluewater District School Board


And


OSSTF District 7 TBU

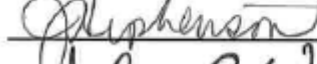
Bluewater District School Board and OSSTF District 7 TBU agree without prejudice and precedent to the following:

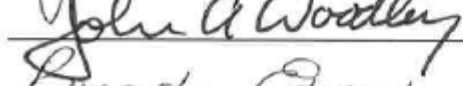
1. The Student Success Contact Teacher (SSCT) workload will be 5 credits per SSCT section.
2. Credits will be limited to asynchronous credit recovery, SAL and delivery of new credits.


For the Board






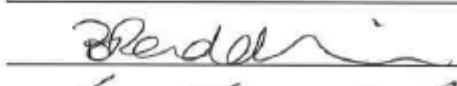









For the Union











Letter of Understanding: Supervision

Letter of Understanding

Between

Bluewater District School Board



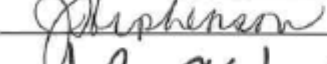
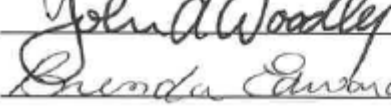

And

OSSTF District 7 TBU


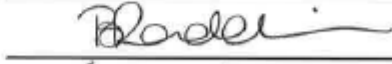



Bluewater District School Board and OSSTF District 7 TBU agree without prejudice and precedent to the following:

1. Members of OSSTF TBU shall only supervise elementary students at the end of the day and when secondary students are present.
2. Members of OSSTF TBU shall not take attendance at this time.
3. An administrator, or in the case of emergency, designate, will be also on duty.
4. This agreement is limited to multi-panel schools.

For the Board

For the Union

Appendix A

Extract from the Ontario Occupational Health and Safety Act

Establishment of Committee

A joint Health and Safety Committee is to be established and maintained at each worksite. (section 9 (4))

Membership and selection

The Committee shall consist of at least two persons, for a workplace of fewer than fifty workers and at least four persons for a workplace where fifty or more workers are regularly employed. (section 9 (6))

At least half of the members of the committee shall be workers employed at the workplace who do not exercise managerial functions. (section 9 (7))

The members of the Committee who represent workers shall be selected by the workers who they are to represent or the by the union or unions. (section 9 (8))

Chairpersons

The Committee shall be co-chaired by members who represent workers and those who exercise managerial functions (section 9 (11))

Meetings

A Committee shall meet at least once every three months at the workplace. (section 9 (33)) (*interpreted as four times in the school year*)

Member's entitlement

A member of a Committee is entitled to one paid hour or such longer time of time as the committee determines is necessary to prepare for each committee meeting and necessary time to attend meetings of the committee and carry out workplace inspections of part of the workplace on a monthly basis and the physical condition of the workplace on an annual basis.
(section 9 (34) (35) (26) (27))

Information

Information provided to the Committee shall include all relevant health and safety information respecting the identification of potential or existing hazards of materials, processes or equipment and health and safety experience and work practices. (section 9 (29) (30))

Letter of Understanding:

District 7 Bluewater Sick Leave Definition

LETTER OF UNDERSTANDING

BETWEEN

The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

RE: District 7 Bluewater Sick Leave Definition

The parties agree that, notwithstanding the definition for sick leave in the sick leave article in the central agreement, the District 7 Teacher Bargaining Unit and Occasional Teacher Bargaining Unit definition for sick leave will be as per the articles in their current collective agreement (below). Upon ratification this Letter of Understanding is binding between the parties and is grievable and arbitrable under the Central Agreement.

Teacher Bargaining Unit Article 18.01.07

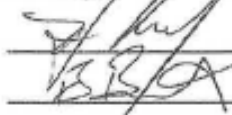
Absence under this Plan shall apply only to the Bargaining Unit Member's sickness, or physical or emotional disability certified by a medical practitioner or approved under the terms of this Agreement. In the event of sickness or disability extending beyond five (5) school days, the Administrator of Employee Relations may request written verification from a medical practitioner. Absence under this clause will also be granted for emergency illness of a family member or medical appointment that cannot be scheduled out of work hours requiring the attendance of the Member.

Occasional Teacher Bargaining Unit Article 13.01.01

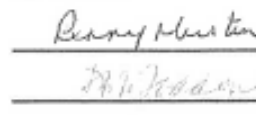
A Long Term Occasional Teacher in a work assignment shall be entitled to accumulate one (1) sick day per ten (10) days worked during the current school year, to be used for illnesses that may occur during a long term work assignment. Absence under this clause will also be permitted for emergency illness of a family member or medical appointment that cannot be scheduled out of work hours requiring the attendance of the member.

Dated this 1st day of May, 2015, Toronto, Ontario

For OSSTF



For OPSBA



For the Crown



Letter of Understanding re: Trade Licenses

Notwithstanding the provisions of articles 12, 13, and 14:



1. It is understood that for teaching positions in Hair and Esthetics, the Board may require that a teacher hold a trade license as a hair stylist;
2. It understood that for teaching positions in transportation technology, the Board may require that a teacher hold a trade license as an automotive service technician.

The Board shall pay the annual trade license fee for the following Members:

1. Members who hold hairstylist trade licenses who are teaching Hair and Esthetics;and
2. Members who hold automotive service technician trade licenses who are teaching transportation technology.

Dated at Chesley, Ontario this 13th day of May 2021

For the Board

For the Union





Letter of Understanding re: Destreamed Class Size

Recognizing that destreamed classes for grade 9 mathematics were newly introduced by the Ministry of Education after the central terms were concluded, the Board states that it is its intention to maintain a maximum class size for destreamed classes of 25 students, subject to the provisions of Article 24. Provided that the Board does not exceed a destreamed class size of 25, subject to provisions of Article 24, the Union agrees that it shall not file, nor process, any grievance concerning destreamed class size.

Dated at Chesley, Ontario this 13th day of May 2021

For the Board


Andrea Tang

For the Union





Letter of Understanding re: Benefits

It is understood that the Board will continue to include Members on Federation Leave, secondment to the Ministry of Education or Department of National Defence, and Members acting as replacement for administrators on its OTIP remittance form.

Dated at Chesley, Ontario this 13th day of May 2021

For the Board


Andrea Tang

For the Union




COLLECTIVE AGREEMENT

BETWEEN

THE SECONDARY SCHOOL TEACHERS
of the
**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION –
DISTRICT 8**

and

THE AVON MAITLAND DISTRICT SCHOOL BOARD

for the period
September 1, 2019 to August 31, 2022



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PART A

CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.

- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.

- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE ii. September 1, 2020: \$5937/FTE iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.

- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave. ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.

- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.

- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be

provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.

- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work parttime their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.

- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.

- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:		
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:		

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)		Employee Signature:									
Employee ID:		Telephone No:									
Employee Address:		Work Location:									
1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one:											
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3											
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.											
First Day of Absence: _____		General Nature of Illness (<i>please do not include diagnosis</i>): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately:			Have you discussed return to work with your patient?	
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days			<input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable):			Start Date: dd mm yyyy	
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours				
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print) Date: Telephone Number: Fax Number: Signature:
--

**LETTER OF AGREEMENT #1
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND**

The Ontario Secondary School Teachers' Federation (hereinafter called the 'OSSTF')

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

**LETTER OF AGREEMENT #2
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND**

The Ontario Secondary School Teachers' Federation (hereinafter called the 'OSSTF')

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

**LETTER OF AGREEMENT #3
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND**

The Ontario Secondary School Teachers' Federation (hereinafter called the 'OSSTF')

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
 - b) Discussions may only include local language pertaining to class size and PTC or equivalent.
 - c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
 - d) All reasonable requests for data related to class size will be shared by both parties.
 - e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
 - f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in nonsemestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for ELearning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to ELearning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.

- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not ELearning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
AND
The Crown
RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity. To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
AND
The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
AND
The Crown
RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
AND
The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL APPENDIX OF CENTRAL TERMS – FOR REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

**LETTER OF AGREEMENT #4
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
AND
The Crown**

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement ("OSSTF represented employees") and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and

navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

4.1.1 The Government of Ontario will provide:

- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
- b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
- d. The Trust shall retain rights to the data and the copy of the software systems.

4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.

4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.

4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.

4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

- a. If available, the paid premiums or contributions or claims costs of each group; or
- b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit, ii) that the deficit described in i) is not related to plan design changes, iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums, then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
 - a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an

annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL
AUGUST 31, 2019**

**LETTER OF AGREEMENT #6
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS
Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. **Workplace Safety Insurance Benefits (WSIB) Top Up Benefits**

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement

did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.

- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year. Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

"Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:"
[insert current Retirement Gratuity language from local collective agreement]

PART B

LOCAL TERMS

ARTICLE 1 - DEFINITIONS

- 1.01 "Teacher" or "teachers" means all Secondary School teachers, Adult and Continuing Education teachers, site coordinators and supervisors, consultants and coordinators employed by the Avon Maitland District School Board who are assigned for all or most of the time to perform duties in or for the secondary panel who are members of the Bargaining Unit and who are not Occasional Teachers. Articles of the Collective Agreement that apply to Adult and Continuing Education teachers, site coordinators and supervisors are limited to those listed in Article 26.02 (a).
- 1.02 "Occasional Teacher" means occasional teacher as defined by the *Education Act*. Articles of the Collective Agreement that apply to Occasional Teachers are limited to those found in Article 41.
- 1.03 "OSSTF" means the Ontario Secondary School Teachers' Federation.
- 1.04 "Bargaining Unit" means The Secondary School Teachers and Occasional Teachers of District 8 of the Ontario Secondary School Teachers' Federation employed by the Board.
- 1.05 "Board" means The Avon Maitland District School Board.
- 1.06 "Administration" means the Director of Education for the Board, and the Superintendents, or those acting as designates of the aforementioned officers.
- 1.07 "Director" means the Director of Education for the Board.
- 1.08 "Long Term Occasional Teacher" shall mean a Teacher who is required to teach for a period of ten (10) or more consecutive teaching days as a substitute for the same Teacher.
- 1.09 "Short Term Occasional Teacher" shall mean an Occasional Teacher who is employed on any other basis than that set out in 1.08.
- 1.10 "Probationary Occasional Teacher" shall mean those Occasional Teachers with less than forty (40) full-time equivalent days of work as an Occasional Teacher with the Board. Notwithstanding the aforementioned forty (40) full-time equivalent days of work, no Occasional Teacher shall be considered probationary for a period of more than one (1) full-time equivalent school year where the Occasional Teacher has worked at least twenty (20) full-time equivalent days of work in that one (1) full-time equivalent school year. Notwithstanding the above, former Secondary School Teachers with the Board will not be considered probationary Occasional Teachers.

ARTICLE 2 - PURPOSE AND SCOPE

2.01 Purpose

It is the intent and purpose of the parties to this Agreement, hereinafter referred to as "the Collective Agreement", to set forth clearly certain of the terms and conditions of employment with the Board including salaries, wages and allowances which, except for error, inadvertence, or omission, shall govern the computation and payment of the salaries, wages and allowances of the teachers and occasional teachers covered by the Collective Agreement.

2.02 Collective Agreement

Each of the parties to this Collective Agreement will make every reasonable effort to avert a breach of this Collective Agreement by any person governed by this Collective Agreement and in all respects will counsel teachers, occasional teachers and

representatives to abide by all terms or decisions made pursuant to or contained within the Collective Agreement and will not support in any way actions which would not be in accord with the provisions of this Collective Agreement. Notwithstanding the above, either party shall be free to challenge any arbitration decision.

ARTICLE 3 - TERM OF THE COLLECTIVE AGREEMENT

- 3.01 No amendments can be made to this Collective Agreement without the mutual written consent of the parties; nor can any amendments be made to this Collective Agreement without submitting the amendments for ratification by the parties as determined by their respective bargaining procedures.

In the event that the Government of Ontario or the Government of Canada passes or amends Statutes and/or Regulations and in the opinion of either party such actions bring about changes in terms and conditions of work from those originally described in the Collective Agreement, the parties shall meet, within fifteen days of the written request of either party for such a meeting, in an attempt to agree on a method of modifying the Collective Agreement by mutual consent.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Subject to the right of either party to lodge a grievance as set out in this Collective Agreement and subject to the other terms, provisions and conditions contained in this Collective Agreement, the parties recognize the sole and exclusive right and obligation of the Board to exercise its management rights and functions including the right to manage the affairs of the Board in all respects and to carry out such other responsibilities of the Board which are not specifically abridged or amended or limited by the terms of the Collective Agreement and which are in compliance with the prevailing statutes and regulations.
- 4.02 The Board agrees that none of its rights or function will be exercised contrary to the provisions of this Collective Agreement. The Board agrees that no teacher shall be disciplined, demoted or terminated without just cause.
- 4.03 There shall be no strike or lock-out during the term of this Collective Agreement, or any renewal of this Collective Agreement. The terms 'strike' and 'lock-out' shall be as defined in the *Ontario Labour Relations Act*.

ARTICLE 5 - RECOGNITION

- 5.01 The Board recognizes the OSSTF as the sole and exclusive bargaining agent authorized to negotiate on behalf of its members employed by the Board and assigned as teachers to one or more work places or who are on the Board's roster of occasional teachers who may be assigned to a secondary school.
- 5.02 The Board recognizes the negotiating team of the Bargaining Unit as the sole and exclusive group authorized to negotiate on behalf of the OSSTF.
- 5.03 The Board recognizes the right of the Bargaining Unit to authorize the OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

- 5.04 The Board further recognizes the right of the OSSTF to represent a teacher or occasional teacher at any meeting when the conduct or the competence of the teacher or occasional teacher is being questioned. The Board or its representatives will advise the teacher or occasional teacher of this right prior to such a meeting.
- 5.05 The OSSTF and the Bargaining Unit recognize the right of the Board to utilize the services of the Ontario Public School Boards' Association or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE 6 - SALARY SCHEDULE

- 6.01 The basic yearly salary for each teacher shall be the salary shown on the following grid according to the appropriate group certification classification and years of allowable teaching experience as defined in Articles 6 and 7. The onus shall be on the teacher to provide acceptable verification of the types of experience and group certification classification. Until such time as the documentation is provided to the Director or designate, a teacher shall be paid as if the teacher is in Category 1 and/or Year 0 respectively.

Effective September 1, 2019:

Years of Experience	Group			
	1	2	3	4
0	\$ 47,237	\$ 50,008	\$ 53,711	\$ 56,293
1	\$ 50,452	\$ 53,483	\$ 57,796	\$ 60,761
2	\$ 53,667	\$ 56,961	\$ 61,880	\$ 65,225
3	\$ 56,884	\$ 60,437	\$ 65,965	\$ 69,689
4	\$ 60,102	\$ 63,912	\$ 70,053	\$ 74,154
5	\$ 63,321	\$ 67,388	\$ 74,136	\$ 78,619
6	\$ 66,537	\$ 70,863	\$ 78,219	\$ 83,085
7	\$ 69,753	\$ 74,340	\$ 82,309	\$ 87,553
8	\$ 72,967	\$ 77,816	\$ 86,393	\$ 92,018
9	\$ 76,185	\$ 81,291	\$ 90,478	\$ 96,483
10	\$ 79,402	\$ 84,767	\$ 94,564	\$ 100,948

Effective September 1, 2020:

Years of Experience	Group			
	1	2	3	4
0	\$ 47,709	\$ 50,508	\$ 54,248	\$ 56,856
1	\$ 50,957	\$ 54,018	\$ 58,374	\$ 61,369
2	\$ 54,204	\$ 57,531	\$ 62,499	\$ 65,877
3	\$ 57,453	\$ 61,041	\$ 66,625	\$ 70,386
4	\$ 60,703	\$ 64,551	\$ 70,754	\$ 74,896
5	\$ 63,954	\$ 68,062	\$ 74,877	\$ 79,405
6	\$ 67,202	\$ 71,572	\$ 79,001	\$ 83,916
7	\$ 70,451	\$ 75,083	\$ 83,132	\$ 88,429
8	\$ 73,697	\$ 78,594	\$ 87,257	\$ 92,938
9	\$ 76,947	\$ 82,104	\$ 91,383	\$ 97,448
10	\$ 80,196	\$ 85,615	\$ 95,510	\$ 101,957

Effective September 1, 2021:

Years of Experience	Group			
	1	2	3	4
0	\$ 48,186	\$ 51,013	\$ 54,790	\$ 57,425
1	\$ 51,467	\$ 54,558	\$ 58,958	\$ 61,983
2	\$ 54,746	\$ 58,106	\$ 63,124	\$ 66,536
3	\$ 58,028	\$ 61,651	\$ 67,291	\$ 71,090
4	\$ 61,310	\$ 65,197	\$ 71,462	\$ 75,645
5	\$ 64,594	\$ 68,743	\$ 75,626	\$ 80,199
6	\$ 67,874	\$ 72,288	\$ 79,791	\$ 84,755
7	\$ 71,156	\$ 75,834	\$ 83,963	\$ 89,313
8	\$ 74,434	\$ 79,380	\$ 88,130	\$ 93,867
9	\$ 77,716	\$ 82,925	\$ 92,297	\$ 98,422
10	\$ 80,998	\$ 86,471	\$ 96,465	\$ 102,977

- 6.02 (a) Where a teacher has taught, as a regular contract teacher and/or as a long term occasional teacher and/or as an Adult and Continuing Education teacher as outlined in Article 26.06 (b), the full-time equivalent of five (5) months or more in total within one school year, the amount of increment applied the following September shall be one (1) year.
- (b) Where a teacher has taught, as a regular contract teacher and/or as a long term occasional teacher and/or as an Adult and Continuing Education teacher as outlined in Article 26.06 (b), that time will be accumulated from year to year on a full-time equivalent basis. When the accumulated teaching time equals the full-time equivalent of five (5) months, the amount of increment applied the following September shall be one (1) year. Subsequent increments shall be applied in the September following the accumulation of teaching time that equals full-time equivalent of five (5) months.
- 6.03 Teachers newly employed by the Board shall be placed on the grid. Their positions on the grid shall be based on the number of years of documented regular contract teaching experience, long term occasional teaching experience or Adult and Continuing Education teaching experience as outlined in Article 26.06 (b).
- 6.04 **Allowance for Related Work Experience**
 Allowances for experience in industrial and commercial life, teaching at a Community College or a University, or other related experience acceptable to the Director or designate, shall be credited for placement on the salary grid as set forth in Article 6.01 on the basis of one full year of teaching experience for each year of related experience or major portion thereof.
- The following shall not be considered for experience purposes:
- 1) part-time non-teaching employment concurrent with full-time study; or
 - 2) employment prior to secondary school graduation, except in unusual circumstances; or
 - 3) experience required for admission to any university program including internship, leading to qualification required for issuance of a Certificate of Registration in areas directly related to the subject which the teacher is qualified to teach.
- Teachers shall receive credits for Related Work Experience, year for year, up to the maximum of the salary grid.
- 6.05 **Military Service**
 An allowance for Military service acceptable to the Ontario Teachers' Pension Plan Board and for which payment for credit has been received by the said Pension Board shall be added to the years of teaching experience acceptable for use in the placement of teachers as set forth in Article 6.01.
- 6.06 **OSSTF Certification Rating Statement**
- (a) The placement of a teacher on the salary grid shall be in accordance with the Certification Rating Statement (or Letter of Evaluation where the teacher is employed on a Letter of Standing) issued by the OSSTF or Qualifications Evaluation Council of Ontario (QECO) on the basis of the most current Certification Policy in effect.
 - (b) Any teacher qualifying for a change in category shall receive the corresponding salary increase retroactive to the start of the school year. The teacher will be eligible for a retroactive salary adjustment with notification of a pending Certification Rating change if the notification is provided to the Board by May 31st of that school year. The teacher will submit to the Director or designate acceptable proof of the certification rating change as soon as possible.

In any case, where a teacher, through no personal fault, cannot provide the Director or designate with acceptable proof of OSSTF Certification Rating change before the times required above, the retroactive adjustment shall be protected if the teacher provides documentation to the Director or designate of the teacher's new qualifications and the attempts to establish the new Salary Group. Such salary adjustment shall be withheld until acceptable proof of the Certification Rating change is furnished to the Director or designate by the teacher. Notwithstanding this, in no case shall this retroactive adjustment be protected beyond 12 months of the date of completion of the requirements for Certification Rating change.

ARTICLE 7 - IMPLEMENTATION

- 7.01 No teacher shall be newly employed at a salary higher than that being paid to a teacher of the incumbent staff having the same or equal qualifications, experience, and responsibility. Teaching experience (increments) as provided for in Articles 6 and 7 shall be credited as of September 1 of each year.

The effective date for grid advancement will be September 1. In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one school year.

- 7.02 A teacher commencing employment with the Board shall submit proof of experience to the Director or designate. Where the teacher submits verification of acceptable teaching experience certified by the teacher's previous employer(s) by May 31st of the school year, the teacher's entitlement to retroactivity shall be protected.

ARTICLE 8 - EXTRA DEGREE ALLOWANCES

- 8.01 An annual allowance of \$1330 (\$1343 - effective September 1, 2020; \$1356 - effective September 1, 2021) will be paid as salary to teachers who hold a post graduate degree at the Master's or Ph.D. level if the courses comprising the said degree have not been used for group placement in Article 6. The degree allowance, as stipulated, will be paid on a pro-rated basis where the teacher is appointed to fill a teaching position for less than full-time, or where the qualification is held for less than a full school year.

A teacher may collect only one allowance under this clause.

The process and timelines in Article 6.06 shall apply to this Article.

ARTICLE 9 - POSITIONS OF RESPONSIBILITY

- 9.01 (a) An organizational unit for a secondary school of the Board shall be a Department. Departments for the assignment of positions of responsibility will be as follows: The Arts, Business Studies, Canadian and World Studies, Co-operative Education, English, Guidance and Career Education, Health and Physical Education, Library, Mathematics, Modern Languages, Science, Social Science, Special Education, Technological Studies (including Design and Technology). All periods/sections shall be assigned to a department in a school.

Notwithstanding the above, where a Department does not have sufficient sections to qualify for a Subject Chairperson, that Department will be combined with another Department. The principal, in consultation with the affected Departments, will submit a proposal, including rationale, for the particular combination desired to the parties. Approval of the combination will be at the discretion of the Director or designate after

serious discussion at the In-School Staffing Advisory Committee and the Secondary School Staffing Advisory Committee.

- (b) A Major Head will be appointed in any Department where there is sufficient instructional time for 20 periods/sections or more timetabled, on a daily basis, or equivalent.
- (c) An Assistant Head will be appointed in a Department where there is sufficient instructional time for 35 periods/sections or more timetabled, on a daily basis, or equivalent.
- (d) A second Assistant Head will be appointed in any Department where there are 50 periods/sections or more timetabled, on a daily basis, or equivalent.
- (e) A Minor Head will be appointed in any Department which is not eligible for a Major Head under the criteria in (b) above. Minor Headships will be established in Departments with 12 periods/sections or more timetabled, on a daily basis, or equivalent.
- (f) A Subject Chairperson will be appointed in any Department which is not eligible for a Major Head or Minor Head under the criteria in (b) or (e) above. Subject Chairpersonships will be established in Departments with 6 periods/sections or more timetabled, on a daily basis, or equivalent.
- (g) Appointments to all Positions of Responsibility within the secondary schools shall be for a term of five years and will be renewable without the further requirement of posting and with the mutual consent of the Director or designate and the incumbent.

Six months prior to the end of a term, the Principal shall make a recommendation to the Superintendent as to whether the term of the incumbent should be renewed. The Superintendent may authorize the Principal to offer the renewal to the incumbent, subject to approval by the Director or designate. This condition shall be conveyed to, and acknowledged by, the incumbent.

Notwithstanding the above two paragraphs, during the term of an appointment, the title of the Position of Responsibility may change or the Position itself may be eliminated if the number of periods/sections in the Department from one school year to the next crosses a threshold which requires such change. When such change occurs, there will be no red-circling of either the title or the allowance. The incumbent shall be notified of any negative change to the Position of Responsibility by the first day of school.

- (h) All Modified/Locally Developed courses in a school shall be placed in either the Special Education Resource Department or in appropriate subject based Departments in accordance with the course code designations. The decision concerning this placement in a particular school shall be in effect for a period of at least two years. The decision is at the discretion of the Principal after serious discussion at the In-School Staffing Advisory Committee.
- (i) A course shall not be moved from one Department to another until there has been serious discussion at the In-School Staffing Advisory Committee.

9.02 Vacancies and Posting

- a) A vacancy for a Position of Responsibility shall exist when either a new position is required or the incumbent is promoted, permanently transferred to another position, seconded, dies, resigns from teaching, retires or is on leave of absence.

- b) Where a vacancy occurs as described in Article 9.02 (a) and there is a full teaching timetable available, the vacancy shall be advertised within the system as provided for in Article 22.
- c) Notwithstanding the above, if there is not a full teaching timetable with the Position of Responsibility, the vacancy shall not be posted if it is to be filled internally in the school. If no posting occurs, the vacancy shall be advertised internally in the school for a period of two (2) school days. The vacancy shall be filled from internal applicants in an acting capacity for the period of the vacancy up until the end of the school year.
- d) When the vacancy is the result of an illness or death, the Position of Responsibility shall be filled within four (4) weeks of the commencement of the absence. When the vacancy is the result of a leave of absence, a transfer, a secondment or a resignation, the Position of Responsibility shall be filled from the commencement of the vacancy.
- e) Vacancies for Resource Teacher, Consultant and Coordinator positions shall be advertised within the system, prior to external advertising taking place.

9.03 Allowances

The following allowances will be added to the annual salary as set forth in Article 6.01 of teachers holding positions of responsibility in accordance with Article 9.01 or who have been appointed as resource teachers/consultants/ coordinators. The allowance stipulated will be paid on a pro-rated basis where the teacher is appointed to fill the position of responsibility for less than a full school year, or in the case of a consultant/coordinator, on less than a full-time basis.

Effective	Sept. 1, 2019	Sept. 1, 2020	Sept. 1, 2021
Resource Teacher/ Consultant/ Coordinator	\$8,358	\$8,442	\$8,526
Major Head	\$3,842	\$3,880	\$3,919
Minor Head	\$2,402	\$2,426	\$2,450
Subject Chairperson	\$1,441	\$1,455	\$1,470
Assistant Head	\$961	\$971	\$981

ARTICLE 10 - METHOD OF PAYMENT

10.01 The method of payment, by direct deposit, shall be:

Eight per cent (8%) on the first banking day in the month of September; and then

Four per cent (4%) each on the banking days on or immediately preceding the 15th of the month and the last day of the month from September 15 to June 15 inclusive; and then

Sixteen per cent (16%) on the last school day in June.

10.02 (a) A teacher will be paid the grid salary in the proportion that the total number of school days for which the teacher performed duties bears to the total number of school days

in the school year, unless otherwise expressly agreed to between the Board and the Bargaining Unit.

- (b) Where a teacher's assignment in a semester is for less than the total number of school days in the semester, the teacher's salary for that semester shall be calculated as in Article 10.02 (a).
- (c) Notwithstanding the above, the salary of a teacher teaching full-time for one complete semester shall be one-half of the teacher's regular annual salary. Teachers teaching less than full-time for one complete semester shall have their salary prorated with respect to the salary of a teacher teaching full-time in one semester of a school year.

10.03 Provided all documents required and requested under Article 6 have been submitted, all teachers shall be advised of their own salary for the following year, subject to adjustments, on an annual basis on or before the first instructional day in September.

10.04 Hours of Insurable Earnings

Without prejudice to the number of hours actually worked by an individual teacher in connection with the teacher's professional duties and for the limited purpose of completing the forms under the *Employment Insurance Act* and without prejudice to the respective positions of the Board and Union as to the number of hours worked on a daily basis by the average teacher.

The undersigned parties have considered Section 10 of the regulation set out in the Canada Gazette, Part II, Vol. 130. No. 14 pertaining to Section 55 of the *Employment Insurance Act*. Section 10 provides methods so that employers can complete the Records of Employment for workers not paid on an hourly basis.

The parties agree, pursuant to Subsection 10 (2) of this regulation that eight (8) hours per day is a reasonable description of the hours of work of a teacher in a full-time assignment and that it is reasonable to pro-rate the daily hours of part-time teachers accordingly.

ARTICLE 11 - FEDERATION FEES AND BARGAINING UNIT LEVY

11.01 On each pay date on which a teacher or occasional teacher is paid, the Board shall deduct from each teacher, or occasional teacher, the OSSTF levies and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by the OSSTF and the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change but not later than June 30 for changes to take effect on the first pay date of the following school year.

11.02 The OSSTF dues deducted in Article 11.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the last working day of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, or occasional teachers, their S.I.N. numbers, annual salary, salary for the period and the amounts deducted.

11.03 Levies specified by the Bargaining Unit in Article 11.01, if any, shall be deducted and remitted to the Treasurer of the Bargaining Unit no later than the last working day of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, or occasional teachers, their S.I.N. numbers, annual salary, salary for the period and the amounts deducted.

11.04 The OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the OSSTF and/or the Bargaining Unit.

ARTICLE 12 - BENEFIT PLANS

12.01 (a) The parties agree that the levels of benefits available to teachers under Article 12 shall be as provided per Central Terms Section C 7.00 Benefits.

(b) After a teacher's sick leave has expired, the teacher will be permitted to maintain enrolment in the benefit plans in accordance with the Central Terms at the teacher's cost.

(c) It is the teacher's responsibility to submit the proper signed documents in respect to benefit coverage in order to have benefits made effective. In any event, mandatory benefits shall commence on the effective date of the teacher's employment.

(d) Article 12.01(d) applies only to those teachers who retired from the Board prior to August 31, 2013:

A teacher who retires from the Board prior to age 65 may retain membership in the group benefit plans as set out below, subject to the agreement of the carrier. The retired teacher shall pay annually in advance the full cost of all premiums related to participation in such plan(s) at the same group rates as active teachers. Membership in the plan(s) may be maintained until such time that the retired teacher attains the age of 65. The retired teacher will be required to reimburse the Board for any premium increases which may occur during the year.

Retired teachers shall be charged a monthly administration fee for each of the three benefit plans (Life, Major Medical and Dental) in which enrolment is continued. Effective September 1, 2000 this fee shall be \$5.00 per month per benefit plan enrolled.

Effective September 1, 2001, the premium rates for retired teachers will be based on claims experience for the retired teachers and may be different from the group rates for active teachers, unless the ownership of the benefit plans is assumed by the Bargaining Unit.

(e) In the event that a teacher dies while employed by the Board, the Board shall continue the Benefit Plans and shall continue to pay the Board's share of the premium costs of the Benefit Plans set out below for the survivors of the teacher for a period of six (6) months beyond the death of the teacher provided that the teacher was enrolled in such Plans at the time of death. In the event that a retiree dies while receiving benefits through the Board, the Board shall continue the Benefit Plans for the survivor(s) of the retiree for a period of six (6) months beyond the death of the retiree and at the survivor(s) expense.

12.02 Long Term Disability Insurance

Long-term disability insurance is provided as in Section C7.11 of Part A: Central Terms.

12.03 Canada Savings Bonds

The Board agrees to accommodate the purchase of Canada Savings Bonds by teachers by providing for payroll deductions and necessary remittances.

12.04 Employee Assistance Program

The parties agree to share equally the costs of an Employee Assistance Program. Participation in this Program shall be a condition of employment. The Board shall

continue to pay the Board's share of the premium cost during leaves of absence without pay of less than one month.

Except where specifically stated otherwise in this Collective Agreement, where a leave of absence without regular pay of one month or more is taken, a teacher shall be responsible for the full payment of EAP premiums for each month during which the teacher is on leave. The arrangement must be made prior to the commencement of the leave and will govern the full period of the leave.

12.05 Educators Financial Group Registered Retirement Savings Plan

The Board will process deductions for the EFG Registered Retirement Savings Plan at no cost to the teachers. Such deductions shall be sent to EFG, 2225 Sheppard Avenue East, Toronto to arrive within ten (10) days following the pay date.

ARTICLE 13 - LEAVE PLANS

13.01 Sick Leave Plan

- (a) Sick leave is provided as in Section C9.00 of Part A: Central Terms. The Board shall administer a sick leave plan and maintain a sick leave account for every teacher who is a member of the Bargaining Unit. The account shall show a record of the teacher's credited, accumulated and used sick leave. An electronic statement of the account shall be available to the teacher on the Board's chosen electronic platform.
- (b) Medical or Dental certification with respect to payment for absence under the Sick Leave Plan shall be provided by the teacher upon the request by the Director or designate. Such costs for medical certification required by the Board shall be paid by the Board.
- (c) WSIB top up benefits are provided as in C7.10, of Part A: Central Terms.

It is agreed that, when a teacher is eligible for and receives approval of claim by the Workplace Safety and Insurance Board of Ontario:

- (1) The Loss of Earnings Benefits shall be remitted to the Board.
- (2) The teacher shall receive full pay from the Board, but in no case for longer than four years and six months. If Workplace Safety and Insurance Board of Ontario benefits were in receipt on the first workday of the 2012-2013 school year, the period of four years and six months shall be reduced by the length of time for which the teacher received such benefits.
- (3) Where a residual permanent loss of physical ability to perform or a deficiency described by the Workplace Safety and Insurance Board as less than "100% physical capability" results, the teacher shall retain the award:
 - (i) at any time if received as a lump sum,
 - (ii) commencing with the first day of return to work if received as a continuing benefit.

13.02 Special Leave

- (a) Leave of absence on special grounds without loss of pay, benefits or sick leave credits for a total of not more than three (3) days in a school year may be granted at the discretion of the Principal. The teacher shall share in confidence the general nature of the request with the Principal. Such leaves may be granted for:
 - essential personal matters

- personal reasons not including a person's business
 - family illness
 - University/College examinations
 - attendance at summer courses that commence prior to the end of the school year
 - personal/family involvements in weddings, graduations, and other such ceremonies
 - religious holy days
 - family involvement around the time of adoption of a child
 - divorce and/or child custody proceedings
- (b) The parties agree that requests for time under this Article shall not be used just prior to or just after a holiday period to extend the holiday. Exceptions may be granted by the Director, or designate.
- (c) Notwithstanding the above, a principal may grant additional leaves of up to one half day without loss of pay, benefits or sick leave. Such leaves shall not make use of occasional teachers. Such leaves will not be counted as part of the leave time allowed in Article 13.02 (a).
- (d) Provincially-Recognized Curriculum Association Leaves
- A principal may grant additional leaves without loss of pay, benefits or sick leave for the involvement of a teacher in professional curriculum associations in which the teacher plays a significant role.

13.03 **Bereavement Leave**

- (a) Absence of up to five (5) days per occasion shall be granted without loss of pay, benefits or sick leave credits where absence is due to a death in the immediate family. Immediate family shall mean the teacher's spouse/partner and the parents/former guardians, brother/brother-in-law, sister/sister-in-law, child, grandparents, grandchildren, step-sister and step-brother of the teacher or the teacher's spouse/partner.
- (b) Absence occasioned by the death of aunts, uncles, nephews, nieces, close friends or funerals in which the teacher plays an active part as pallbearer, flower bearer, etc. shall be granted one (1) day per occasion without loss of pay, benefits or sick leave credits. Attendance by a teacher at a student's funeral shall be allowed without loss of pay, benefits or sick leave credits.
- (c) Where a teacher requires travel time for absences in (a) and (b) above, such time, in addition to (a) and (b) above, may be granted by the Director or designate.
- (d) For absences in (a) and (b) above, additional time may be granted at the discretion of the Director or designate.
- (e) An occasional teacher will be hired to replace a teacher who is on Bereavement Leave. In the case of sudden bereavement during the school day, an occasional teacher will be hired as soon as possible and no later than the second day, for the remainder of the Bereavement Leave.

13.04 **Compassionate Leave**

Upon application to the Principal, and at the discretion of the Principal, a teacher may be granted up to two (2) days of Compassionate Leave of Absence in any one year without loss of pay, benefits or sick leave credits. A Compassionate Leave may be granted by the Principal in emergency situations which necessitate the teacher's attention and are beyond the teacher's control, for family illness or for extension of bereavement leave.

13.05 Quarantine, Jury Duty, Witness Duty or Hearings

- (a) Absence occasioned by quarantine, jury duty or subpoena as a witness in any proceedings in which the teacher is not the person who commences the action or application shall be granted without loss of pay, benefits or sick leave credits. Service fees as are received by the teacher for jury or witness duty shall be remitted to the Board by the teacher.

Notwithstanding the foregoing, absence of a teacher required to attend court proceedings in the event of an accident or other similar incident, not caused by the teacher, may be allowed under this Article, subject to the discretion of the Superintendent of Human Resource Services.

- (b) Ontario College of Teachers or Arbitration Hearing

When OSSTF is representing a teacher at an arbitration or an Ontario College of Teachers mediation/hearing, the teacher shall be granted leave under 13.02 and 13.04. If the arbitration absolves the teacher or the Ontario College of Teachers does not discipline the teacher as a result of the hearing, any days used will be reinstated to the teacher.

13.06 Professional Development Plan

- (a) **Purpose**

To establish a fund and a process to support the continued professional development of teachers.

On September 1 of each year, the Board shall issue a cheque for \$54,750 to the Treasurer of the Bargaining Unit to be used solely for the purpose of funding professional development in accordance with the general guidelines defined in Article 13.06 (b). In addition, on September 1 of each year, the Board shall issue a cheque for \$8,000 to the Treasurer of the Bargaining Unit for school, area or system professional development activities.

- (b) **Procedures re: Applications**

Applications for use of P.D. funds will be sent to the Chair of the P.D. Plan Committee with a copy to the Principal

13.07 Leaves of Absence Without Pay

- (a) Leaves of absence without pay, either full-time or part-time, will be available to teachers for one full school year or any part of a school year according to the following:

- (1) **Full-Time Leave of Absence**

A written request for a leave shall be directed to the Director or designate. For a leave of one-half year or more, the request shall be received four school months prior to the commencement of the leave. Requests for leaves of absence, for a full year or semester/half year shall be granted to teachers if the application for leave is received by the Director or designate by the deadline. The granting of leaves for late applications will be at the discretion of the Director or designate.

- (2) **Extension of Full-Time Leaves**

The teacher on a leave of absence for a full year or part of a school year may request an extension of the leave by the Director or designate. Such request shall be in writing and shall be received no later than four school months prior to the original end date of the leave. The teacher shall confirm the date of return or submit a request for an extension of the leave stating the reason(s) for the request four months prior to the date of return. An extension of a leave may be granted provided the teacher's request for such an extension complies with the

appropriate deadlines. If a request for an extension of a leave is not received, the teacher shall be expected to return to active employment with the Board for the following school year. In either case, the deadline for application may be waived for an individual teacher at the discretion of the Director or designate

(3) Part-Time Leaves

Requests for part-time leaves of absence to teach a reduced timetable for the next school year shall be granted to teachers as outlined in (1). The granting of leaves with specific timetabling requests will be at the discretion of the Director or designate. Article 20 shall apply to teachers on a part-time leave with a reduced timetable in the same manner as for part-time teachers.

(4) Short-Term Leaves of Absence

Leaves of absence without pay for less than a full year or less than a full semester may be granted by the Director or designate. Teachers should submit their request as far in advance of the request date(s) as possible, allowing sufficient time for a response.

- (b) Subject to Article 17, at the conclusion of the leave of absence, the teacher will be returned to the same school in which the teacher was most recently employed and to the previously held position if the position still exists. The teacher shall be entitled to full credit for teaching experience for seniority purposes with the Board within the meaning of Article 17 during the period of such leave. Subject to Article 13.01 (i), the teacher will not be entitled to have any sick leave credits placed to the teacher's credit during the term of the leave of absence, nor will the teacher be entitled to any benefits under the Sick Leave Plan. There shall be no loss of sick leave credits previously accrued. The term of the leave of absence shall not count as teaching experience for salary grid purposes.

13.08 Parenthood Leaves

(a) Pregnancy Leave

When a teacher is pregnant, they should inform the principal at least two school months in advance of the expected birth date in order to provide an orderly changeover of classroom duties if a pregnancy leave is required.

(b) Adoption Leave

- (1) When a teacher expects to adopt a child, the teacher should inform the principal as far in advance of the adoption date as possible and request a leave in order to provide an orderly changeover of classroom duties.
- (2) In the event that either parent of the adopted child wishes to have a leave of three days or less for adoption purposes, such leave shall be granted without loss of pay. A further two days of leave with pay shall be approved, if requested by the teacher, but shall be subtracted from the days available under Article 13.02 - Special Leave.

(c) Statutory Parental Leave

As per the *Employment Standards Act*, where a teacher takes a statutory pregnancy leave, the statutory parental leave will follow the pregnancy leave directly. Where a teacher is not entitled to statutory pregnancy leave but is entitled and wishes to take statutory parental leave, the teacher should inform the principal at least two school months in advance of the expected date the leave is required in order to provide an orderly changeover of classroom duties.

- (d) The following conditions apply to leaves under Article 13.08 (a), (b) and (c).

- (1) Statutory Pregnancy, Adoption and Parental Leave shall be in accordance with the current *Employment Standards Act*.

- (2) Normal salary shall not be paid during the leave. However, for Statutory Pregnancy Leaves, the Board shall compensate the teacher as outlined below:
- (a) The Board shall provide for permanent teachers and teachers hired into a term position who access such leaves, a Supplementary Employment Benefits (SEB) plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
 - (b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
 - (c) Teachers hired in a term position shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
 - (d) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
 - (e) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the Board for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
 - (f) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
 - (g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
 - (h) If a teacher begins pregnancy leave while on an approved leave from the Board, the above maternity benefits provisions apply.
 - (i) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
 - (j) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
 - (k) (i) For all pregnancy leaves the Board shall pay the teacher one (1) week of regular pay during the one (1) week waiting period prior to the receipt of Employment Insurance payments. Such payment shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the first Employment Insurance payment has been made.
(ii) For a teacher on statutory pregnancy leave where there is not a one (1) week waiting period prior to the receipt of Employment Insurance payments the teacher will receive a top-up payment which, when added to the Employment Insurance benefit, shall be equal to 100% of the employee's regular rate of pay for the first week of leave. Such payments shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the first Employment Insurance payment has been made. The top-up payment shall be based on the employee's regular rate of pay in effect on the date of commencement of the leave.

- (iii) For pregnancy leaves, the Board shall pay a “top-up” payment following the waiting period or, when the waiting period occurs before the birth of the child, immediately following the birth of the child. Such payment which when added to the Employment Insurance benefits shall be equal to 100% of the teacher’s regular pay for the next seven (7) weeks of the leave. Such payments shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the first Employment Insurance payment has been made.

No sick leave credits shall be deducted as a result of payments above.

- (iv) If not eligible for Employment Insurance, or if the teacher so chooses, the teacher shall be entitled to sick leave during the instructional year for the first six (6) weeks from the date of delivery if the teacher has sufficient sick leave to her credit in lieu of (iii) above.
- (v) Should a delivery or pregnancy related medical issue develop during the specified period of time in (i), (ii), (iii) or (iv) above, the teacher may be eligible for further sick leave. It is understood that time on sick leave in these circumstances counts as time for the purposes of Sick Leave.
- (vi) For teachers on statutory pregnancy leave who continue on a statutory parental leave, following the 52nd consecutive week of the combined leaves, the Board will pay the equivalent of one (1) week of the member’s Employment Insurance amount at the standard parental leave Employment Insurance benefit rate.

Such payment shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the Employment Insurance payment has been made for the 51st week.

- (3) (a) For all statutory parental leaves, except where the employee has been in receipt of a pregnancy leave in respect of the birth of the same child, where the teacher has a one (1) week waiting period for Employment Insurance, the Board shall pay the teacher one (1) week of regular pay during the one (1) week waiting period prior to the receipt of Employment Insurance payments. For the second week of the leave, a top-up payment shall be made which, when added to the Employment Insurance benefit, shall be equal to 100% of the employee’s regular rate of pay for one week except that the Board shall not be required to calculate the top-up rate based on an Employment Insurance benefit rate less than the standard parental leave Employment Insurance benefit rate.

Such payments shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the first Employment Insurance payment has been made.

Following the 37th week of the statutory parental leave, the Board will pay the equivalent of one (1) week of the teacher’s Employment Insurance amount which shall be calculated on an Employment Insurance rate that is not less than the standard parental leave rate.

Such payments shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the Employment Insurance payment has been made for the 36th week of leave.

- (b) For a teacher on statutory parental leave, except where the teacher has been in receipt of a pregnancy leave in respect of the birth of the same child, where

there is not a two (2) week waiting period prior to the receipt of Employment Insurance payments the teacher will receive a top-up payment which, when added to the Employment Insurance benefit, shall be equal to 100% of the employee's regular rate of pay for the first two (2) weeks of leave except that the Board shall not be required to calculate the top-up on an Employment Insurance rate less than the standard parental leave Employment Insurance benefit rate. Such payments shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the first Employment Insurance payment has been made. The top-up payment shall be based on the employee's regular rate of pay in effect on the date of commencement of the leave.

- (4) The Board's normal contributions to the premiums of the benefit plans as described in Article 12 shall be continued during the statutory leave but this continued Board contribution shall not exceed the statutory period.
- (5) Statutory leave shall count as teaching experience for salary grid placement purposes.
- (6) Upon return to duty and subject to Article 17, the teacher will be returned to the same school in which the teacher was most recently employed and to the previously held position if the position still exists. The teacher shall be entitled to any change in salary scales made effective during the period of absence. The teacher shall suffer no loss of seniority or other benefits as a result of the statutory leave.
- (7) Any teacher who commences a statutory leave shall receive all wages or salaries owing prior to the commencement of the leave, whenever administratively possible.
- (8) A teacher shall be granted a statutory leave during the teacher's first 13 weeks of employment with the Board.
- (e) **Paternity Leave**
Leave of absence without loss of pay occasioned by and around the time of birth or adoption of a child shall be granted to the partner. Such leave shall be for a total of not more than three (3) days.
- (f) **Non-Statutory Parental Leave**
Upon request a teacher shall be granted up to three (3) years of non-statutory parental leave immediately following the end of the statutory parental leave. The terms of such leave shall be in accordance with 13.07 (b) under Leaves of Absence Without Pay.

13.09 Teacher Funded Leave Plan

- (a) The Board agrees to make leaves of absence available to enable teachers to participate in a plan whereby n years (or half years) of earned pay will be distributed over n + 1 consecutive years (or half years). Where a half year leave is requested, such request must be for the first half or the second half of a school year.

Teacher funded leaves will be in accordance with the *Income Tax Act*, the Regulations thereunder, any applicable Revenue Canada rulings or legislation, *Teacher's Pension Act* requirements and any other legislation governing deferred salary leave plans.

The period of salary deferral shall not exceed six (6) years. The leave period will be taken at the end of the salary deferral period.

- (b) The teacher will be required to return to the employ of the Board for at least a period that is not less than the period of the teacher's leave of absence, after completion of the plan, unless the plan is cancelled prior to the year of leave.

- (c) Written application for participation in the plan shall be submitted to the Director or designate no later than April 15 preceding the school year in which the teacher wishes to begin the plan.

Written acceptance or rejection with reason(s) by the Director or designate shall be given to the teacher no later than May 30, in the year application is made. Such reasons for denial may include, but are in no way limited to, a situation where, in the opinion of the Director or designate, the program of the school or the system would be detrimentally affected by the leave.

A standard written agreement between the Board and the teacher shall be completed by June 25.

- (d) The teacher shall have the right to request withdrawal from the plan in cases of financial or other hardship, as deemed acceptable under the governing legislation, up to March 1 immediately preceding the school year in which the leave is to be taken. Such request is subject to the approval of the Director or designate. However, in exceptional circumstances and with the approval of the Director or designate, a teacher may withdraw from the plan after March 1.
- (e) During the period of the leave, there shall be no sick leave coverage or accumulation. For leaves of one full school year, the teacher shall be responsible for the full premium costs for the period of absence in order to maintain participation and coverage under the group benefit plans. For leaves of less than one school year, the Board's share of benefits will be in accordance with Article 20.04. The arrangement for benefits must be made prior to the commencement of leave and will govern the full period of the leave. In any event, benefits will be reinstated when the teacher returns from leave at the same levels held by the teacher prior to commencement of leave.

The parties recognize that the legislative requirements for payroll deductions, such as income tax, Teachers' Pension Plan, employment insurance and Canada Pension, shall be applied in accordance with the Acts and Regulations in effect at the time. It is the teacher's responsibility to make contributions that are optional. Neither the Board nor the Bargaining Unit assumes responsibility for any consequences arising out of the implementation of the Teacher Funded Leave Plan related to its effect on Teachers' Pension Plan provisions, income tax implications, employment insurance and the Canada Pension Plan. Notwithstanding the above, the Board shall make the normal deductions and remittances for these programs.

- (f) Should a teacher withdraw from the plan according to section (d), or should a teacher die or resign from the employ of the Board prior to taking the leave, or should a teacher be declared redundant and actually be placed in a redundant position prior to taking leave, the Board shall pay to the teacher or the teacher's estate or beneficiary, the withheld salary and applicable allowance money together with interest accrued in the trust account. Such payments shall be made within thirty (30) days of the Board receiving official notice of the above.
- (g) A teacher enrolled in the plan shall continue to accumulate seniority during the period of the leave.
- (h) A teacher enrolled in the plan shall not receive teaching experience credit for the period of the leave for the purpose of salary increment.
- (i) Subject to Article 17, at the conclusion of the leave of absence, the teacher will be returned to the same school in which the teacher was most recently employed and to the previously held position if the position still exists.
- (j) Teachers enrolled in the plan are subject to all the provisions of the Collective Agreement in the same manner as if they were not enrolled in the plan.

- (k) In each year (or half year) of membership in the plan preceding the year (or half year) of the leave, the appropriate proportion of salary and allowances will be retained by the Board and held in trust for the teacher to be paid out during the period of the leave. Interest earned on the deferred salary shall be consistent with the Board's usual financial practices. Such interest shall be held in the trust account for the teacher and will be paid to the teacher during the leave period with the deferred salary and allowances.

During the period of the leave, the Board shall pay the teacher the accumulated monies held in trust for the teacher in either,

- (1) instalments conforming to the regular pay periods and in the proportional amounts set forth in Article 10 for the period of leave, or
 - (2) one or two lump sums, if requested by the teacher in special, extenuating circumstances.
- (l) A leave period may be deferred for compelling personal reasons, at the request of the teacher and with the approval of the Board. Such request for deferral must be given in writing to the Director or designate by March 1 preceding the school year in which the leave was first scheduled to occur.

In the event that a suitable replacement is not available for a teacher who has been granted a leave, the Board may defer the period of leave. Notice of such deferral shall be given in writing by March 1 by the Director or designate preceding the school year in which the leave was first scheduled to occur. In this instance, a teacher may choose to remain in the Plan or may withdraw and receive any monies and interest accumulated to the date of withdrawal. In the latter case, repayment shall be made within thirty (30) days of the date of withdrawal.

In exceptional circumstances and with the approval of the Director or designate, a leave period may be deferred after March 1.

In all cases the leave period shall be completed within seven (7) years from the date of enrolment in the plan.

13.10 Long Term Leaves of Absence for Reasons of Illness, Accident, or Disability

A teacher who is absent from work for reasons related to illness, accident or disability shall be granted long term leave of absence without pay when the teacher's sick leave credit is exhausted and/or the teacher is in receipt of long-term disability benefits.

If a teacher who is absent for reasons related to illness, accident or disability for 36 consecutive months, or for a longer period extended by sick leave credits, wishes to return to teaching, the teacher must notify the Board by registered letter of the desire to return to teaching no later than April 1 prior to the school year in which the teacher wishes to return to teaching. It is agreed that, in circumstances where a teacher is not able to give the notice as required above, every reasonable effort will be made to provide the teacher with a position within the complement. The teacher must provide a doctor's certificate verifying the teacher's ability to return to teaching duties. Subject to the provisions of Article 17, the teacher who has fulfilled the notice requirements above, will be returned to the same school in which the teacher was most recently employed and to the previously held position if it still exists. The teacher shall be entitled to full credit for teaching experience for seniority purposes with the Board during the period of leave.

Notwithstanding the above, the Board acknowledges its responsibility to accommodate the return to work of a teacher in accordance with prevailing legislation.

13.11 Approved At-Cost Days (ACD)

Leave with deduction of Occasional Teacher costs (as per Article 41.10 – Occasional Teacher daily rate plus associated mandatory employment related costs and benefits),

may be granted for up to two (2) days of absence pro-rated according to FTE, during the school year.

Such leave requests will be subject to the approval of the Principal and the Director or designate, and will not be unreasonably denied. Should a leave be denied, the teacher may request a rationale be provided. Approvals will not normally include: the extension of holiday periods, the start of a new semester, the week leading to exams, and the exam schedule.

Leaves will be subject to the availability of replacement teachers.

ARTICLE 14 - SEVERANCE PAYMENT PLAN

Retirement Gratuities were frozen as of August 31, 2012. An employee is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the employee had accumulated and was eligible to receive as of that day. The following language applies only to those teachers eligible for the gratuity above:

14.01 Teachers who were hired to teach in Huron County secondary schools prior to September 30, 1998 shall be entitled to a Severance Payment in accordance with Articles 14.03, 14.04 and Appendix B which is attached.

14.02 All other teachers shall be entitled to a Severance Payment as described below.

A teacher, having at least ten years of continuous employment immediately prior to retirement with the Board or the predecessor boards shall have the teacher's salary continued for a period equal to 50% of the teacher's accumulated sick leave credit for the continuous period but the payment shall not exceed one-half of the annual salary rate of the teacher for the 12 months immediately preceding retirement. In this respect, the term 'salary rate' shall be interpreted as being the normal rate of pay, excluding night school, fringe benefits, etc, during the year immediately preceding retirement.

Acceptable reasons for retirement shall be:

- (1) age 65 or older for any teacher; and
- (2) receipt of a pension or the commuted value of a pension from the Ontario Teachers' Pension Plan.

Calculation of Severance Payment Plan

$$= \frac{\text{accumulated sick leave}}{2} \times \frac{\text{annual salary}}{200}$$

The gratuity payable shall not be greater than the allowance in the following schedule:

<u>Years of Experience</u>	<u>Maximum Allowance</u>
10	20%
11	22% of annual salary rate for the year
12	24% immediately preceding retirement
13	26%

and for each additional year of continuous employment a further 2% up to a maximum allowance of 25 years and over, 50% of annual salary rate of the teacher for the year immediately preceding retirement.

14.03 The severance payment shall be paid immediately following separation from the Board. A teacher may choose the option of receiving two equal payments spread over two years. Under such two-payment option, the Board shall not be expected to pay any interest.

- 14.04 In the event of death of a teacher after retirement, any gratuity accrued but unpaid in accordance with the foregoing terms and conditions shall be paid to the beneficiary or, failing designation in writing of a beneficiary by the teacher, shall be paid to the estate.

In the event of death of a teacher with a minimum of ten years' continuous employment, prior to death, with the Board and where death occurs prior to retirement, the benefits of this plan shall be calculated specific to the deceased teacher and this amount shall be paid to the beneficiary or, failing designation in writing of a beneficiary by the teacher, shall be paid to the estate.

ARTICLE 15 - LIAISON COMMITTEES

- 15.01 Liaison Committees exist for the purpose of discussion of matters of concern to the Board and the Bargaining Unit.

Each Committee shall be comprised of three (3) teachers or occasional teachers appointed by the Bargaining Unit, three (3) Board representatives to be appointed by the Board, at least one of whom shall be a trustee, and the Director or designate who shall be the neutral facilitator/chairperson.

- 15.02 Meetings

- (a) The Director or designate shall call a meeting at the request of either party.
- (b) The meeting shall be convened within fourteen (14) days of receipt of the letter of request.
- (c) At least seventy-two (72) hours notice shall be given for any meeting and an Agenda of the matters proposed to be discussed shall accompany the notice.
- (d) Positions taken by the Committee shall be by consensus and shall be conveyed to the Board and to the Bargaining Unit as recommendations.

ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE

- 16.01 Purpose and Definitions

- (a) The purpose of this article is to establish a procedure for the settlement of all differences between the parties arising from the interpretation, application, administration or alleged contravention of the Collective Agreement or of an existing practice of the Board. The contravention of existing practices of the predecessor boards will not form the basis of any grievance. Differences may be resolved by a complaint under Article 16.03 and/or a grievance under Articles 16.04, 16.05 and 16.06. Failing resolution the parties may proceed to arbitration under Article 16.07.
- (b) A "party" to the grievance shall be defined as the Bargaining Unit or the Board. The complainant shall be a teacher or occasional teacher.
- (c) "Days" shall mean scheduled work days in the applicable school year calendar unless otherwise indicated.

- 16.02 General

- (a) If the complainant fails to complete the complaint procedure within the total number of days outlined in Article 16.03, the complaint shall be deemed to be abandoned.
- (b) If the grievor fails to act within the time limits set out at any step of the grievance procedure, the grievance shall be deemed to be abandoned.
- (c) If an official fails to reply to either a complaint or grievance within the time limit set out at any stage, the complainant or the grievor will submit the complaint or grievance to the next step outlined in the procedure.

- (d) At any stage of the complaint or grievance procedure, the time limits imposed upon either party may be extended by written mutual consent. In addition, one or more steps in the grievance procedure in regards to the processing of a particular grievance may be omitted by written mutual consent of the parties.
- (e) At any step of the grievance procedure, the parties may be represented by an advisor, agent, counsel or solicitor. The Board recognizes the right of a Bargaining Unit grievance committee member to be present and to represent a teacher or occasional teacher at any stage of the complaint or grievance procedure.
- (f) No action of any kind shall be taken against any person because of participation in the grievance and/or arbitration procedures under this Collective Agreement.

16.03 Complaint Procedure

A teacher or occasional teacher, with the concurrence of the Bargaining Unit, may initiate a complaint with the teacher or occasional teacher's immediate supervisor (the Principal in the case of all in-school teachers or occasional teacher). The teacher or occasional teacher must indicate that the complaint is in accordance with Article 16 to proceed. Such complaint shall be brought to the attention of the immediate supervisor within ten (10) days of the teacher's or occasional teacher's awareness of the occurrence of the circumstances giving rise to the complaint. Failing settlement within five (5) days of the time when the complaint is first discussed with the immediate supervisor, the complaint may be taken up within a further five (5) days as a grievance in the manner and sequence described in Article 16.04.

16.04 Grievance Procedure

A grievance shall contain:

- (a) a brief description of the alleged violation, including any facts to support the grievance; and
- (b) the clauses or any other language alleged to be violated; and
- (c) the relief or remedy sought.

Step One

Failing settlement under the complaint procedure, the Bargaining Unit may, within the time limits prescribed in Article 16.03, refer the grievance in writing to the Superintendent of Human Resource Services or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

Step Two

Failing settlement at Step One, the Bargaining Unit may, within ten (10) days of the response of the Superintendent of Human Resource Services or designate, refer the grievance in writing to the Director of Education or designate who shall answer the grievance in writing within ten (10) days.

Step Three

Failing settlement at Step Two, the Bargaining Unit may, within ten (10) days of the response of the Director of Education or designate, refer the grievance to arbitration in the manner and sequence prescribed under Article 16.07. If, within ten (10) days of the delivery of the reply of the Director or designate under Step Two, the Bargaining Unit does not give written notice of proceeding to arbitration then the grievance shall be deemed abandoned.

16.05 Grievance by Bargaining Unit

The Bargaining Unit shall have the right to file a written grievance on behalf of an individual teacher or occasional teacher, a group of teachers or occasional teachers, a

retired teacher or retired occasional teacher or a deceased teacher or deceased occasional teacher commencing at Step One as described as in Article 16.04. A grievance shall contain those items listed in Article 16.04.

16.06 Grievance by Board

Step One

The Board shall have the right to file a written grievance with the President of the Bargaining Unit within ten (10) days of the occurrence of the circumstances giving rise to the grievance. The President of the Bargaining Unit shall respond within ten (10) days.

Step Two

Failing settlement at Step One, the Board may, within ten (10) days, refer the grievance to arbitration in the manner and sequence prescribed under Article 16.07. If, within ten (10) days of the delivery of the reply of the President of the Bargaining Unit under Step One, the Board does not give written notice of proceeding to arbitration then the grievance shall be deemed abandoned.

16.07 Arbitration of Grievance

Where a difference has arisen between the parties, either of the parties may, after exhausting the grievance procedure established above, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within ten (10) days, inform the other party of the name of its appointee to the arbitration board. Where two appointees are so selected they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be chairperson. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

Notwithstanding the above, the parties may agree in writing to submit the grievance to a mutually agreed upon single arbitrator rather than to an arbitration board. A grievance may be submitted to expedited arbitration under Section 49 of the *Labour Relations Act*.

The single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision, and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of the majority is the decision of the arbitration board, but, if there is no majority, the decision of the chair governs. The arbitrator or arbitration board shall not make any decision which is inconsistent with the provisions of the Collective Agreement, nor which serves to add to, delete from, modify or otherwise amend the provisions of this Collective Agreement.

All costs of a single arbitrator or the chairperson of the arbitration board shall be shared equally by the parties. Each party shall bear the costs of its own appointee to an arbitration board and of its own witnesses.

Time restrictions may be extended if mutually agreed to in writing.

ARTICLE 17 - TEACHERS SURPLUS TO THE NEEDS OF THE SYSTEM

17.01 Reduction of Staff

- (a) Should reduction of teaching staff be anticipated in any year in numbers greater than those accounted for by normal attrition and, in any event, if redundancy is to occur, then Articles 17.03 to 17.08 shall be followed.

Where the Board makes a determination that no redundancy shall occur, then Articles 17.03 and 17.05 (d) (4) shall not apply.

- (b) An occasional teacher may be hired as provided in the *Education Act* to fill vacancies created by leaves of less than one year or Statutory leaves where there is a right to return. All other vacancies will be filled by a regular teacher.

(c) **Resource Teachers, Consultants and Coordinators**

The position of responsibility of a teacher appointed as a resource teacher, consultant or coordinator shall be filled on an acting basis during the appointment. In accordance with Article 17, at the termination of the appointment as resource teacher, consultant or coordinator, the teacher will be returned to the same school in which the teacher was most recently employed and to the previously held position of responsibility if the position still exists.

(d) **Seniority**

Seniority for teachers, accrued prior to September 1, 1998, shall be grandparented according to the 1998/99 Seniority List. Calculations for tie breaking will be done only for employees hired on or after September 1, 1996. Calculations for tie breaking for employees hired before September 1, 1996 shall be done as needed for applying the surplus procedures in this Collective Agreement.

Seniority for service from September 1, 1998 shall be the length of continuous service as a secondary school teacher with the Board or its predecessor boards from the first day worked after being hired. Any approved absence including layoff with recall rights shall not be considered an interruption of continuous service.

Teachers shall be added to the seniority list based on their first day of work.

Should a tie occur based on the first day of work, the following criteria shall be used to break the tie:

- (1) Total years of secondary school teaching experience, including occasional teaching, with the Board or its predecessor boards; and then
- (2) Total years of teaching experience, including occasional teaching, with the Board and or its predecessor boards, and then
- (3) Total years of teaching experience, including occasional teaching, in Ontario; and then
- (4) Total years of teaching experience acceptable to the Ontario Teachers' Pension Plan Board; and then
- (5) Earliest date of acceptance of a position with the Board or its predecessor boards; and then
- (6) By lot drawn by the Director or designate in the presence of the Bargaining Unit representative. Once the determination has been made the list will be finalized for future years for the teachers involved.

The steps shall be applied in order until the tie is broken.

The seniority list shall include the teacher's workplace and a summary of data used in Article 17.01 (d) to break ties. It shall be the responsibility of the teacher to provide proof of experience used to break ties.

For four (4) years after the date of hire, teachers shall have fifteen (15) days following the posting of the tentative list in which to point out to the Director or designate any errors or omissions after which time the list shall be deemed accurate and correct in all respects. Confirmation of the specific corrections will be provided to the teacher and the Bargaining Unit in writing prior to March 1. A copy of the corrected seniority list shall be posted in each workplace no later than March 1.

- (e) Teaching Qualifications shall be defined by qualifications as identified on the Certificate of Qualifications

17.02 Voluntary Transfer List (Suspended for the duration of the Letter of Understanding in Appendix A)

The Board shall ensure that teachers have the opportunity to add their names to a Voluntary Transfer List. Beginning on the first day of school in September and ending on the last school day before March 1, teachers wishing to transfer all or part of their FTE status to a different school shall have the opportunity to add their names to the List. The Board shall compile the finalized List on or before March 15 and provide a copy to the Bargaining Unit President.

The List shall contain each teacher's name, qualifications, FTE status, list of preferred qualified subjects and list of destination schools.

17.03 Identification of Possibly Redundant Teachers

Staff shall be allocated to schools based on the provisions of Article 24. The Director, or designate, shall, in consultation with the SSSAC, determine the number of Possibly Redundant Teachers, if any, in the system. The mutually agreed to list of Possibly Redundant teachers shall be finalized on or before April 15. This list shall consist of the least senior teachers in the system.

On or before April 15, the Director, or designate, shall inform in writing each Possibly Redundant Teacher, with copies to the Bargaining Unit President.

17.04 Identification of Surplus-to-School Teachers

- (a) Pursuant to 17.03, each Principal, in consultation with the corresponding ISSAC, shall determine a tentative list of Surplus-to-School Teachers by April 15. The Principal shall examine the qualifications of staff so as to retain the more senior teachers by re-assignment whenever possible. Where it is deemed that the curriculum needs of the school require the retention of a teacher with less seniority than a teacher declared Surplus-to-School, the Principal shall provide an explanation to the teacher and the Bargaining Unit President prior to the declaration of Surplus-to-School. Classes shall not be assigned to Possibly Redundant Teachers or to Surplus-to-School Teachers.
- (b) After all avenues of placement or retention in the school have been exhausted and after consultation with the Director, or designate, the Principal shall, within two school days of April 15
 - (1) inform in writing each teacher on the Surplus-to-School list;
 - (2) submit the vacant position list and the Surplus-to-School list along with a copy of the tentative teacher assignments for staff to the Director, or designate;
 - (3) send copies of all documents in (2) to the Bargaining Unit President.

17.05 Posting and Transfer Procedure

- (a) As of April 16, the Director, or designate, shall make a composite list of all school vacancies for the next school year.
- (b) As of April 16, the Director, or designate, shall provide composite Possibly Redundant, Surplus-to-School and Voluntary Transfer lists to all Principals and to the Bargaining Unit President. Subsequent lists shall be distributed to the Principals and the President of the Bargaining Unit after each round of posting.
- (c) Following April 16, all vacancies shall be offered to teachers by the Director, or designate, using the following sequence:
 - (1) First, to teachers on the Voluntary Transfer List who have identified the corresponding destination school. Offers shall be made to the most senior subject-qualified teacher and continue in order of seniority until the vacancy is filled.

- (2) Second, to applicants to posted vacancies. Surplus-to-School Teachers may apply to posted vacancies. Advertisements shall be distributed to all school Principals and posted on the Board's chosen electronic platform, pursuant to Article 22. Principals may create a short list of candidates to interview provided that all qualified internal candidates (full-time or part-time) who apply to a posting receive an interview before outside hiring is undertaken
- (d) Notwithstanding 17.05(c), beginning with the third round of posted vacancies, the sequence of offerings shall be the following:
 - (1) First, to Surplus-to-School Teachers. Surplus-to-School Teachers will be assigned to vacancies in order of the most senior subject-qualified teacher and continue in order of seniority until the vacancy is filled.
 - (2) Second, to teachers on the Voluntary Transfer List who have identified the corresponding destination school. Offers shall be made to the most senior subject-qualified teacher and continue in order of seniority until the vacancy is filled.
 - (3) Third, to applicants to posted vacancies. Advertisements shall be distributed to all school Principals and posted on the Board's chosen electronic platform, pursuant to Article 22. Principals may create a short list of candidates to interview provided that all qualified internal candidates (full-time or part-time) who apply to a posting receive an interview before outside hiring is undertaken
 - (4) Fourth, to Possibly Redundant Teachers. Offers shall be made to the most senior subject-qualified teacher and continue in order of seniority until the vacancy is filled. If no subject-qualified teacher exists, pursuant to 17.01(e), offers shall be made in order of seniority, based on subjects successfully taught for one year. Failing this, offers shall be made in order of seniority as permitted by Reg. 298 of the Education Act.
- (e) A teacher who has accepted a reduced assignment remains eligible for placement in a position or positions which restore the teacher to the teacher's regular status. Where the regulations require mutual consent of the parties for the teacher to be assigned a position, the teacher may withhold consent without losing rights under the placement process.
- (f) If, prior to the opening of school in September, a vacancy for which a surplus-to-school teacher is qualified becomes available in the teacher's former school, the teacher shall have the right of recall to their former school in order of seniority.
- (g) For the school year immediately following a year in which a teacher is declared surplus-to-school, according to Article 17.04, and have their school assignment changed as a result of the process described in Article 17.05, shall self-identify by January 15 if they are electing to be included in their former school's complement for the purpose of staff allocation in accordance with Article 24.

17.06 Possibly-Redundant Pool and Final Notification of Redundant Teachers

- (a) Where a teacher, who has completed the probationary period, is declared possibly-redundant the teacher shall be assigned to the possibly-redundant pool, if a position in such pool is available, for a period of one academic year. If a teaching position becomes available for which the teacher is qualified, the teacher will be offered such position. No teacher shall remain in the possibly-redundant pool beyond one academic year. If the teacher is not placed, the teacher's employment shall be terminated as set out in Article 17.06 (e) and (f) and the teacher's name will be added to the recall list.
- (b) There shall be a maximum of five (5) full-time equivalent positions in the possibly-redundant pool. Teachers who are in the possibly-redundant pool shall be assigned to the schools by the Director or designate.

- (c) If a vacancy occurs for a regular teaching position, the teacher with the greatest seniority who has been assigned to the possibly–redundant pool shall be assigned to fill such vacant position provided that the teacher is qualified to fill the position. The resulting vacant position in the possibly–redundant pool shall be filled for the remainder of the academic year by the most senior teacher on the recall list who had completed the probationary period at the time of placement on the recall list. Where no teacher on the recall list had completed the probationary period at the time of placement on the recall list, no teacher will move to the possibly–redundant pool.
- (d) Teachers in the possibly–redundant pool shall not be counted in the allocation of staff according to Article 24. While in the possibly-redundant pool, the teacher will receive all salary, benefits, experience and seniority as if they were assigned a regular teaching position. The teachers shall be included in their former school's complement for the purposes of staff allocation in accordance with Article 17.03 and 17.04.
- (e) After the creation of the possibly–redundant pool, the names of teachers still remaining on the possibly–redundant list will be presented to Board at the last Board meeting in May for termination of employment or reduction in timetable. A list of names of teachers so affected shall be given to the Bargaining Unit President at the time it is furnished to the Board members.
- (f) By May 31, all teachers whose employment is so terminated will be notified in writing by the Director and this notification will clearly state that the termination is for reasons of redundancy. A list of names of teachers so affected shall be given to the Bargaining Unit President at the time it is furnished to the Board members.

17.07 Further Rights

- (a) A teacher whose employment has been terminated or whose assignment has been reduced due to surplus procedures shall have the right of recall, in order of seniority, to positions for which the teacher is qualified for five years if the teacher has completed the probationary period and for two years if the teacher has not completed the probationary period. The teacher shall be included in the teacher's former school's complement for the purpose of staff allocation in accordance with Article 17.03 and 17.04 each year. A teacher who is recalled shall have all previously accrued benefits reinstated.
- (b) Teachers must notify the Board and the Bargaining Unit President by registered letter no later than March 1 of each year that they wish to remain on the recall list. Failure on the part of the teacher to take this action will relieve the Board from any further obligation to recall the teacher.
- (c) Teachers on the recall list shall be responsible for informing the Board of any new areas of qualification and of any change of address.
- (d) The Board shall notify teachers being recalled in writing by registered mail and such teachers shall notify the Board of acceptance no later than 14 calendar days after receipt of recall notice. A teacher, unable to notify the Board of acceptance within 14 calendar days due to injury, illness or other reason deemed acceptable by the Director of Education or designate shall not lose further recall rights.
- (e) Each teacher whose employment has been terminated or whose timetable has been reduced will be given consideration for occasional teaching positions, Adult and Continuing Education, or opportunities as such become available provided the teacher indicates a willingness in writing to be available prior to each school year.
- (f) In the selection of staff for Adult and Continuing Education vacancies, teachers who are declared redundant shall be offered such vacancies in accordance with Article 26.06 (d) (2).

17.08 In the event that a vacant position arises, a new teacher will not be hired until a teacher, whose assignment has been reduced or who has been assigned to the possibly–redundant pool or who has recall rights, has been placed. Notwithstanding the above, if

no teacher with a reduced assignment or who is in the possibly–redundant pool or who has recall rights is qualified, the Board may hire externally.

ARTICLE 18 - TEACHER EXCHANGES

18.01 Subject to Article 17, teachers in different schools wishing temporary exchanges for one or two semesters may apply via the Board's chosen electronic platform by February 15 so that the teacher's name can be included on the Teacher Exchange Request List.

18.02 Applicants for teacher exchanges shall specify the school(s), grade(s) and/or subject areas(s) which the teacher wishes to transfer as well as indicate the current position held. The Teacher Exchange Request List shall be posted on the Board's chosen electronic platform by March 1.

The purpose of the Teacher Exchange List is to allow any teacher, whether that teacher's name is on the list or not, to contact a teacher whose name is on the Teacher Exchange List to discuss the feasibility of a teacher exchange in accordance with this Article.

18.03 Subject to the approval of the Director or designate, where two teachers wish an exchange, the teachers and the Principals concerned shall agree to the exchange before such transfer is affected. Subject to the program needs of the school, the Principal(s) shall not unreasonably withhold approval for such a transfer. Should a proposed exchange be denied, the reason(s) for the denial will be provided in writing to the teacher by the Director or designate responsible for the denial.

18.04 The teacher will be paid all salaries and responsibility allowances for the position held for the duration of the exchange. For staffing purposes for the following school year, the teacher shall be shown as being on staff at the teacher's original school. Upon termination of the exchange the teachers will return to their former positions. Where a teacher held a position of responsibility, it shall be returned to the teacher provided that the position still exists. All exchanges which are not made permanent as per 18.05 will terminate after one year, but may be continued beyond the period indicated by mutual consent of the teachers and Principals concerned. Any positions of responsibility associated with an exchange shall be considered acting for up to one school year. If the exchange continues beyond one year or becomes permanent, the position of responsibility shall be posted.

18.05 If the teachers and Principals agree, a teacher exchange may be made permanent during the period of the exchange or during any extension to which the teachers and the Principals have mutually agreed. The parties shall advise the Director or designate in writing of their desire to have the exchange made permanent.

ARTICLE 19 - LIABILITY INSURANCE

19.01 (a) The Board shall continue to maintain sufficient liability insurance for teachers arising from the performance of:

- (1) their assigned duties as described in the *Education Act* and its Regulations;
- (2) other assigned duties;
- (3) involvement in voluntary activities;
- (4) any activities related to any Board Policy.

(b) No teacher shall be required to do any medical or physical procedure for pupils that might endanger the safety or well-being of the pupil or subject the teacher to risk of injury or liability for negligence. No teacher shall be required to provide feeding or toileting health support services.

19.02 Teachers shall not be requested by their Principal or other members of their school administration to transport students.

ARTICLE 20 - PART-TIME TEACHERS

- 20.01 All part-time teachers shall have their assigned duties and pay (excluding position of responsibility allowances) pro-rated to a full-time teacher's assignment.
- 20.02 In the event that a part-time teacher has a different amount of assigned time in each of the two semesters/half years, the teacher's salary will be averaged and paid over the entire school year. Where the teacher teaches entirely in one semester/half year, the total salary will be paid in that semester/half year.
- 20.03 Both instructional and non-instructional time for the part-time teacher shall be prorated by means of the ratio of the assigned time of the part-time teacher to the assigned time of a full-time teacher. A part-time teacher who has timetabled duties assigned in two periods in one semester shall have those two periods assigned either in the morning or in the afternoon but not in both unless it is agreeable to the teacher. A part-time teacher whose assignment is half-time or less each day shall have professional duties assigned either in the morning or in the afternoon but not in both unless it is agreeable to the teacher. The Principal shall make every reasonable effort to schedule the morning or afternoon preference of a teacher who requests a part-time leave in order to provide such leave unless the teacher agrees otherwise.
- 20.04 A part-time teacher shall be eligible for all benefits as provided in the Central Terms.
- 20.05 Part-time teachers who indicate a desire to increase their FTE status shall be considered for vacancies before any outside hiring.

ARTICLE 21 - RETRAINING AND UPGRADING

- 21.01 Where the Board specifically requires a teacher to take particular training in order to fill a position, the Board will pay the tuition cost, necessary travel expenses and/or a necessary living allowance. Other associated costs will be paid by the Board as agreed to between the Board and the teacher.

ARTICLE 22 - POSTING

- 22.01 The Board shall post all vacancies, except for the following:
- (1) vacancies where an Occasional Teacher is used in accordance with Article 17.01 (b); or
 - (2) subsequent vacancies resulting from an initial vacancy occurring between July 1 and the first day of classes in September.
- Vacancies shall be posted on the Board's chosen electronic platform only.
- 22.02 Vacancies shall be posted for a minimum of three (3) consecutive school days and all teachers shall make written application, which may include by e-mail, for the vacancy in accordance with the posting instructions. In the event of a technical failure in the Board's chosen electronic platform network, the length of the posting shall be extended for a time equivalent to the length of the interruption in the Board's chosen electronic platform network. Vacancies which occur between July 1 and the first day of classes shall be posted for a minimum of three (3) consecutive week days. Holidays and weekends do not cause a break in the requirement to post for three consecutive days.
- 22.03 Principals may create a short list of candidates to interview provided that all qualified internal candidates (full-time or part-time) who apply to a posting receive an interview before outside hiring is undertaken.
- 22.04 Notwithstanding Article 17.01(b), in the event that the posting of a vacancy leads to a sequence of subsequent vacancies that cannot all be filled before the first vacancy takes effect, an Occasional Teacher shall be used to fill the first vacancy. Once all such

vacancies are filled, each reassigned teacher shall move to their new placement. Every reasonable effort shall be made to place a regular teacher in each such vacancy within ten (10) school days of its posting.

However, the placement of teachers in vacancies arising from the last school day in December to the start of Semester 2 will become effective for the start of Semester 2. An Occasional Teacher will be used to cover the original vacancy for the balance of Semester 1.

- 22.05 Subject to Article 17.08, should a vacancy occur during the school year, the posted vacancy shall be the same FTE as that of the teacher whose absence gave rise to the vacancy. The original vacancy and one resulting vacancy shall be posted. Subsequent resulting vacancies shall result in posting of only the number of sections needed for the remainder of the school year.

ARTICLE 23 - STAFFING COMMITTEES

23.01 Secondary School Staffing Advisory Committee

- (a) A Secondary School Staffing Advisory Committee shall be established and maintained from year to year to provide input regarding the staffing requirements of the secondary system and to review the Board's obligations regarding teacher workload and class size.
- (b) The Committee shall be comprised of equal representation from the Board and the Bargaining Unit as follows:
 - the President or designate of the Bargaining Unit;
 - the Federation Officer or designate of the Bargaining Unit;
 - the Chairperson or designate of the Collective Bargaining Committee of the Bargaining Unit;
 - the Superintendent of Human Resource Services or designate;
 - the Superintendent responsible for secondary staffing; and
 - another representative of the Administration
- (c) Rules of Order

The Committee shall meet at least once in the spring and fall of each school year. While the Committee is not established as a decision-making body, it may bring forward recommendations with the consensus of the Committee. The minutes of these meetings including any recommendations of the Committee will be forwarded to the In-School Staffing Advisory Committee.
- (d) The Committee will meet at the call of either party.

23.02 In-School Staffing Advisory Committee

- (a) An In-School Staffing Advisory Committee shall be established and maintained from year to year in each school.
- (b) The Committee shall be comprised of the following school personnel:
 - the OSSTF Branch President or another member elected by the school's teachers;
 - the Staff Allocation Representative or another member elected by the school's teachers;
 - the Principal; and
 - a Vice-Principal
- (c) The Committee will participate in an advisory capacity with the principal in providing input in school organization, teacher workload and class size issues.

- (d) The committee shall meet:
- within one (1) week prior to September 30 and February 28,
 - prior to April 15,
 - following April 16 and
 - as often as necessary to carry out its mandate.

At least one (1) school day prior to any meeting, members of the Committee shall receive all relevant data necessary to assist the Committee in its mandate.

- (e) The Committee meetings will not result in release time costs to either party.
- (f) Nothing in this Article precludes the Principal from seeking input from teachers in Positions of Responsibility, individually or as a group, on the staffing needs of the school.

ARTICLE 24 - STAFFING

The Board and the Bargaining Unit agree that the Board, at its discretion, may reassign staff within a school in response to resignations and retirements to achieve the staff generation in the formula below. No teacher will be administratively transferred from school to school as a result of the aforementioned staffing changes.

The Board agrees to hire the full complement of staff as described in Articles 24.01 and 24.02 by October 15 of each school year, based on September 30 enrolment data.

The staff generated or assigned in any one section of this Article is in addition to all staff generated or assigned in all other sections of this Article.

24.01 Generation of Base FTE Teachers

- (a) For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the Board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.
- (b) For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

24.02 Staffing in Addition to the Base FTE Teachers

(a) **Guidance**

The following staff requirements shall be assigned as of October 15:

The Student/Guidance Counsellor ratio in each school shall not exceed 385:1.

In addition, a minimum of four (4) FTE Special Student Success teachers will be assigned to the Student Services Department in each school on the basis of two (2) sections per high school and six (6) sections for system needs.

(b) **Teacher Librarians**

The following staff requirements shall be assigned as of September 30:

There shall be 6.0 teacher librarians assigned in the secondary schools.

(c) **Special Education Resource Teachers**

The following staff requirements shall be assigned as of October 15:

Each school shall have assigned a 1.0 FTE Special Education Resource Teacher for the first 92 IPRC + IEP only students or part thereof, plus 0.167 FTE Special Education Resource Teacher for each additional 18 IPRC + IEP only students or part thereof. These identified students shall exclude the SCC-DD students in the school. Notwithstanding the formula, there shall be no fewer than eight (8) Special Education Resource periods/sections assigned to each school.

- (d) **Resource Teachers, Consultants and Coordinators**
The Board may hire, assign and terminate the services of any number of resource teachers, consultants or coordinators.
- (e) **Self-Contained Class/Developmentally Delayed (SCC/DD)**
A teacher or teachers will be assigned to classes established for SCC/DD students in secondary schools according to the terms of Board Policy and the Regulations under the *Education Act*.
- (f) **Alternative Education Program**
The number of teachers assigned to any Alternative Education Program (including but not limited to Options and COPE) shall be at the discretion of the Board.
- (g) **Ontario Youth Apprenticeship Program**
The number of teachers assigned to the O.Y.A.P. shall be at the discretion of the Board.
- (h) **Distance Education/Other Technology Classes**
The number of teachers assigned to Distance Education and other related technology courses shall be at the discretion of the Board.
- (i) **Elementary Courses**
The number of teachers assigned to Elementary students/classes shall be at the discretion of the Board and shall be in addition to all other secondary staffing.

ARTICLE 25 - CONDITIONS OF WORK

25.01 Class Size Maximums

- (a) The following maximum class sizes shall not be exceeded on or after October 15 (and on or after February 28 for semestered courses assigned in the second half of the school year).

Grade 9/10

Academic [D]	27
Applied [P]	25
Open [O]	27
Technological Studies, Workplace, Social Sciences (food or clothing)	20

Grade 11/12

University [U].....	31
University/College [M]	31
University Science [U]	30
College [C]	27
Open [O] (Including Communications Technology and Computer Assisted Drafting)	27
Technological Studies, Workplace, Social Sciences (food or clothing)	20
Cooperative Education (including O.Y.A.P. and On-line Co-op).....	20
COPE.....	23

Locally Developed and Non-credit Courses	15
Credit Recovery	20

- (b) There shall be no exceptions to the maximums identified in Article 25.01 (a) other than those specified by the Central default language in 25.01(d) and 25.01(e).
- (c) In a multi-level class, the maximum class size shall be the maximum of the lowest level.
- (d) Notwithstanding 25.01 (a):
 - a) For 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
 - b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
 - c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
 - d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
 - e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
 - f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

- (e) No E-Learning credit course shall exceed 35 students.

25.02 Assigned Time

- (a) Each full-time teacher shall be assigned a maximum of 6.0 periods of credit and/or credit-equivalent courses or equivalent duties in SERT, Library or Guidance with a maximum of 3.0 periods per day.
- (b) Each full-time teacher may also be assigned additional professional assignments (APAs) comprised of either on-calls, supervisions, student mentoring and teacher mentoring. The maximum annual professional assignments for any full-time teacher shall not exceed 46 half periods including a maximum of 24 on-calls.

Each teacher will be assigned no more than 2 half-periods of APA per week. When a teacher is assigned an APA such assignment shall be at the beginning of the period or at the end of the period and shall be for a maximum of one half-period.

- (c) On-calls may be assigned for coverage of a class or classes for a teacher who is absent. On-calls may not be assigned to replace a teacher absent for two (2) or more consecutive days, commencing with the second day, except in emergency situations where every reasonable effort has been made to hire an occasional teacher and none is available.

Where the need for an on-call is known twenty-four (24) hours before the start of the school day requiring the on-call, teachers will be notified of on-call assignments the previous day. Every effort will be made to notify teachers of supervisions and on-calls as far ahead of the assignment as possible.

An on-call/supervision may consist of supervising one or more classes in the cafeteria or other appropriate location. No teacher will be required to supervise more than three classes at one time.

On-calls/supervisions shall be equitably assigned. Records of such assignments shall be posted in each school monthly and a copy of the record of assignment shall be forwarded to the Bargaining Unit at the end of each month.

- (d) No teacher shall be assigned other duties in addition to those set out in (a) through (c) above except for home form. Unassigned time shall be available to the teachers for preparation and marking.

(e) **Credit Recovery**

1. Where a student is recommended for Credit Recovery, the subject teacher shall only be required to provide the following information:
 - (i) the student's final mark for the course;
 - (ii) a breakdown of all marks for the course attached to the Recommended Course Placement Form using whatever format the subject teacher employs for recording marks; and
 - (iii) reason for Credit Recovery recommendation.
 2. The subject teacher shall only be required to identify units, concepts, and/or expectations not successfully achieved plus relevant learning skills information for a student accepted into the Credit Recovery program. All other consultation between the subject teacher and the credit recovery teacher is voluntary.
- (f) Where a Special Education Resource Teacher delivers credits during their resource periods, they may deliver no more than 5 credits per period and 20 credits in total. Every reasonable attempt will be made to minimize the concurrent delivery of non-credit withdrawal and special education credit programs for that teacher. Every reasonable effort will be made to ensure that the distribution of IPRC's to special education teachers shall be done on an equitable basis.
 - (g) COPE teachers may be assigned an alternative timetable equivalent to regular teachers consisting of a maximum of 1125 minutes of assigned time.
 - (h) Students of absent COPE teachers will be taught and/or supervised by an occasional teacher. Such students will not be supervised by other COPE teachers at the same work site who have other simultaneous assignments. Notwithstanding the above, the following protocol shall be in effect at COPE sites where more than one COPE teacher is assigned, during hours when the COPE site is open to students.

If fewer than the normally assigned number of teachers are present at the site due to the brief absence of teachers performing assigned COPE duties (e.g., co-op work site visits), then the total number of students present at the site shall not exceed fifteen (15) per teacher present.

If at any time during such a brief absence the number of students exceeds fifteen (15) per teacher, the school administration shall be notified and occasional teachers or on-calls assigned to the site as soon as is reasonably possible.

For absences of more than 150 consecutive minutes and for absences not related to performance of COPE duties (e.g., absence due to illness, field trips, special leave, etc.), the absent teacher shall be replaced by an occasional teacher or on-calls.

25.03 **Maximum Preparations Assigned**

- (a) Every reasonable effort shall be made to maintain no more than 4 lesson preparations per teacher per year. One class shall represent one lesson preparation. Every reasonable effort shall be made to minimize the number of multi-level and/or multi-grade classes.

- (b) The Board shall endeavour, by June 15, to provide the Bargaining Unit with tentative master timetables, as available, for all secondary schools, for the following school year.
- 25.04 Lunch Break
Each teacher shall be provided with a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the hours of 10:45 a.m. and 2:00 p.m. each day, except that at LDSS the time period during which lunch shall be provided is 10:00 am. to 1:15 p.m.
- 25.05 School Year
The school year shall be the number of days as prescribed by the applicable *Education Act Regulation*. Teachers shall not be required to work any days outside of the school year.
- 25.06 Student Reporting
 - (a) There will be a maximum of two (2) formal reports per full credit course or non-credit course. The number of reports for partial credit or non-credit courses shall be prorated.
 - (b) One further interim report may be provided per semester only for students deemed to be at risk.
 - (c) Teachers will not be responsible for entering attendance data into a computer system at a separate time from obtaining the attendance data.
- 25.07 Elementary Students
No teacher shall be assigned to teach elementary students without prior consultation with the Bargaining Unit and the agreement of the teacher. When a teacher is assigned to teach elementary students, the teacher shall continue to be governed by all workload and other provisions of this Collective Agreement.
- 25.08 Limitations of Duties Performed by Teachers
No teacher shall be required to perform duties normally and regularly performed by members of another bargaining unit. No teacher shall be required to perform duties normally and regularly performed by management except as provided for in Article 34.
- 25.09 Absent Students
Subject Teachers shall only be required to provide academic programming for students expelled and/or suspended for the first five days of the absence.
- 25.10 Extra-Curricular Activities
Extra-curricular activities are voluntary and the Board agrees to continue to regard such activities as voluntary. Extra-curricular activities shall not be assigned to any teacher.
- 25.11 Mileage
Teachers who are required to use their own vehicle for travel in the performance of their assigned duties shall be paid mileage at the current board rate.
- 25.12 Interviewing
The Board shall not request or require OSSTF members to be a part of any team assembled for the purpose of interviewing candidates for positions in OSSTF Bargaining Units.
- 25.13 Evaluating
OSSTF members shall not make or provide input regarding performance of other OSSTF members for the purposes of evaluation.

25.14 Dual Credit Courses

A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.

25.15 Staff Meetings

Teachers assigned to more than one school during a given semester and/or assigned to both Distance Education sections and classroom sections during a given semester shall attend the respective number of staff meetings on a correspondingly pro-rated basis, provided the schedule is agreed upon between the teacher and the Principals. The teacher is responsible to follow-up with the Principal to receive any information that was shared.

ARTICLE 26 - ADULT AND CONTINUING EDUCATION

26.01 This Article sets out all rights and privileges to be applied to Adult and Continuing Education teachers. For the purpose of this Article, Adult and Continuing Education includes Adult Education (including Adult Day School), Summer School, Night School and Home and Hospital Study.

26.02 (a) The following Articles in the Collective Agreement shall apply to Adult and Continuing Education teachers:

PART B: ARTICLE 1 - DEFINITIONS

PART B: ARTICLE 2 - PURPOSE AND SCOPE

PART B: ARTICLE 3 - TERM OF COLLECTIVE AGREEMENT

PART B: ARTICLE 4 - MANAGEMENT RIGHTS

PART B: ARTICLE 5 - RECOGNITION

PART B: ARTICLE 11 - FEDERATION FEES AND BRANCH AFFILIATE LEVY

PART B: ARTICLE 12 - BENEFITS (in accordance with the Central Terms C7 - Benefits)

PART B: ARTICLE 13.03 - BEREAVEMENT LEAVE

PART B: ARTICLE 13.05 - QUARANTINE, JURY DUTY OR WITNESS DUTY

PART B: ARTICLE 13.06 - PROFESSIONAL DEVELOPMENT PLAN

PART B: ARTICLE 13.08 - PARENTHOOD LEAVE

PART B: ARTICLE 15 - LIAISON COMMITTEE

PART B: ARTICLE 16 - GRIEVANCE AND ARBITRATION PROCEDURE

PART B: ARTICLE 19 - LIABILITY INSURANCE

PART B: ARTICLE 21 - RETRAINING AND UPGRADING

PART B: ARTICLE 22.02 and 22.03 (POSTING)

PART B: ARTICLE 25.11 - MILEAGE

PART B: ARTICLE 26 - ADULT AND CONTINUING EDUCATION

PART B: ARTICLE 28 - DISCRIMINATION

PART B: ARTICLE 29 - OCCUPATIONAL HEALTH AND SAFETY

PART B: ARTICLE 33 - PERSONNEL FILES

PART B: ARTICLE 38 - CRIMINAL BACKGROUND CHECK

PART B: ARTICLE 39 - INCLEMENT WEATHER

PART B: ARTICLE 40 - ATTENDANCE MANAGEMENT/SUPPORT

Note: The Employee Assistance Program (Article 12.04) is not "a condition of employment" for Adult and Continuing Education teachers but is an optional benefit available to them.

- (b) The employment of an Adult or Continuing Education teacher may be terminated:
 - (1) at any time by mutual consent in writing of the teacher and the Board, or
 - (2) at any time by either party giving written notice to the other not less than 48 hours before the date of termination specified in the notice where the teacher has entered into the teaching duties, or
 - (3) by the Board at any time without advance notice to the teacher where, before the commencement of the course, class or teaching in the subject, the Board has resolved not to offer the course, class or subject.
- (c) A newly hired teacher in Adult and Continuing Education who was not previously employed in Adult and Continuing Education with the Board or its predecessor boards or who is not currently employed as a regular secondary school teacher shall serve a probationary period of the full-time equivalent of one school year worked and in no case shall the probationary period be longer than two calendar years. For the purposes of determining the full-time equivalency of one school year worked as identified above, the criteria used to calculate seniority as per Article 26.06 (b) will be used.

26.03 Method of Payment

A teacher shall be paid for work within four (4) weeks of the daily work performed.

26.04 Leave Plans

- (a) Pregnancy and Parental Leave without pay for Adult and Continuing Education teachers shall be in accordance with the terms of the *Employment Standards Act*. Teachers shall have access to the SEB plan in accordance with Part B: Article 13.08.
- (b) Sick leave is provided as in Section 9.00 of Part A: Central Terms.
- (c) Leaves of absence without pay may be granted to Adult and Continuing Education teachers at the sole discretion of the Director or designate. Following the leave, the teacher will be returned to the same location in which the teacher was most recently employed if the position still exists.

26.05 Salaries and Wage Rates

- (a) (i) The salaries and wage rates for teachers employed at a Board site in Adult Day School (ADS) during eligible hours, as advised by the Joint Central Committee: Adult Day School Teachers (ADS), which are defined as hours worked as an ADS teacher delivering credit courses for adult students between 8:00 am to 5:00 pm on a school day during the regular school year are:

Coordinators hired prior to Sep 1, 2019				
Sep 1, 2019 - Aug 31, 2020				
	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 1	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 2	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 3	\$ 49.66	\$ 49.66	\$ 49.66	\$ 51.32
Year 4	\$ 49.66	\$ 49.66	\$ 51.58	\$ 54.61
Year 5	\$ 49.66	\$ 49.62	\$ 54.59	\$ 57.89
Year 6	\$ 49.66	\$ 52.19	\$ 57.60	\$ 61.19
Year 7	\$ 51.37	\$ 54.74	\$ 60.61	\$ 64.47
Year 8	\$ 53.73	\$ 57.30	\$ 63.62	\$ 67.76
Year 9	\$ 56.11	\$ 59.86	\$ 66.63	\$ 71.04
Year 10	\$ 58.47	\$ 62.42	\$ 69.64	\$ 74.34

Teaches hired prior to Sep 1, 2019				
Sep 1, 2019 - Aug 31, 2020				
	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 41.90	\$ 41.90	\$ 41.90	\$ 41.90
Year 1	\$ 41.90	\$ 41.90	\$ 42.56	\$ 44.74
Year 2	\$ 41.90	\$ 41.90	\$ 45.56	\$ 48.03
Year 3	\$ 41.90	\$ 44.50	\$ 48.57	\$ 51.32
Year 4	\$ 44.26	\$ 47.07	\$ 51.58	\$ 54.61
Year 5	\$ 46.63	\$ 49.62	\$ 54.59	\$ 57.89
Year 6	\$ 49.00	\$ 52.19	\$ 57.60	\$ 61.19
Year 7	\$ 51.37	\$ 54.74	\$ 60.61	\$ 64.47
Year 8	\$ 53.73	\$ 57.30	\$ 63.62	\$ 67.76
Year 9	\$ 56.11	\$ 59.86	\$ 66.63	\$ 71.04
Year 10	\$ 58.47	\$ 62.42	\$ 69.64	\$ 74.34

Coordinators and Teaches hired after Aug. 31, 2019				
Sep 1, 2019 - Aug 31, 2020				
	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 34.78	\$ 36.82	\$ 39.55	\$ 41.45
Year 1	\$ 37.15	\$ 39.38	\$ 42.56	\$ 44.74
Year 2	\$ 39.52	\$ 41.95	\$ 45.56	\$ 48.03
Year 3	\$ 41.88	\$ 44.50	\$ 48.57	\$ 51.32
Year 4	\$ 44.26	\$ 47.07	\$ 51.58	\$ 54.61
Year 5	\$ 46.63	\$ 49.62	\$ 54.59	\$ 57.89
Year 6	\$ 49.00	\$ 52.19	\$ 57.60	\$ 61.19
Year 7	\$ 51.37	\$ 54.74	\$ 60.61	\$ 64.47
Year 8	\$ 53.73	\$ 57.30	\$ 63.62	\$ 67.76
Year 9	\$ 56.11	\$ 59.86	\$ 66.63	\$ 71.04
Year 10	\$ 58.47	\$ 62.42	\$ 69.64	\$ 74.34

Coordinators hired prior to Sep 1, 2019				
Sep 1, 2020 - Aug 31, 2021				
	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 1	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 2	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 3	\$ 49.66	\$ 49.66	\$ 49.66	\$ 51.83
Year 4	\$ 49.66	\$ 49.66	\$ 52.10	\$ 55.16
Year 5	\$ 49.66	\$ 50.12	\$ 55.14	\$ 58.47
Year 6	\$ 49.66	\$ 52.71	\$ 58.18	\$ 61.80
Year 7	\$ 51.88	\$ 55.29	\$ 61.22	\$ 65.11
Year 8	\$ 54.27	\$ 57.87	\$ 64.26	\$ 68.44
Year 9	\$ 56.67	\$ 60.46	\$ 67.30	\$ 71.75
Year 10	\$ 59.05	\$ 63.04	\$ 70.34	\$ 75.08

Teaches hired prior to Sep 1, 2019				
Sep 1, 2020 - Aug 31, 2021				
	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 41.90	\$ 41.90	\$ 41.90	\$ 41.90
Year 1	\$ 41.90	\$ 41.90	\$ 42.99	\$ 45.19
Year 2	\$ 41.90	\$ 41.90	\$ 46.02	\$ 48.51
Year 3	\$ 41.90	\$ 44.95	\$ 49.06	\$ 51.83
Year 4	\$ 44.70	\$ 47.54	\$ 52.10	\$ 55.16
Year 5	\$ 47.10	\$ 50.12	\$ 55.14	\$ 58.47
Year 6	\$ 49.49	\$ 52.71	\$ 58.18	\$ 61.80
Year 7	\$ 51.88	\$ 55.29	\$ 61.22	\$ 65.11
Year 8	\$ 54.27	\$ 57.87	\$ 64.26	\$ 68.44
Year 9	\$ 56.67	\$ 60.46	\$ 67.30	\$ 71.75
Year 10	\$ 59.05	\$ 63.04	\$ 70.34	\$ 75.08

Coordinators and Teaches hired after Aug. 31, 2019				
Sep 1, 2020 - Aug 31, 2021				
	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 35.13	\$ 37.19	\$ 39.95	\$ 41.86
Year 1	\$ 37.52	\$ 39.77	\$ 42.99	\$ 45.19
Year 2	\$ 39.92	\$ 42.36	\$ 46.02	\$ 48.51
Year 3	\$ 42.30	\$ 44.95	\$ 49.06	\$ 51.83
Year 4	\$ 44.70	\$ 47.54	\$ 52.10	\$ 55.16
Year 5	\$ 47.10	\$ 50.12	\$ 55.14	\$ 58.47
Year 6	\$ 49.49	\$ 52.71	\$ 58.18	\$ 61.80
Year 7	\$ 51.88	\$ 55.29	\$ 61.22	\$ 65.11
Year 8	\$ 54.27	\$ 57.87	\$ 64.26	\$ 68.44
Year 9	\$ 56.67	\$ 60.46	\$ 67.30	\$ 71.75
Year 10	\$ 59.05	\$ 63.04	\$ 70.34	\$ 75.08

Coordinators hired prior to Sep 1, 2019				
Sep 1, 2021 - Aug 31, 2022				
	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 1	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 2	\$ 49.66	\$ 49.66	\$ 49.66	\$ 49.66
Year 3	\$ 49.66	\$ 49.66	\$ 49.66	\$ 52.35
Year 4	\$ 49.66	\$ 49.66	\$ 52.62	\$ 55.71
Year 5	\$ 49.66	\$ 50.62	\$ 55.69	\$ 59.06
Year 6	\$ 49.66	\$ 53.24	\$ 58.76	\$ 62.42
Year 7	\$ 52.40	\$ 55.84	\$ 61.83	\$ 65.76
Year 8	\$ 54.81	\$ 58.45	\$ 64.90	\$ 69.12
Year 9	\$ 57.23	\$ 61.07	\$ 67.97	\$ 72.47
Year 10	\$ 59.64	\$ 63.67	\$ 71.04	\$ 75.83

Teaches hired prior to Sep 1, 2019				
Sep 1, 2021 - Aug 31, 2022				
	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 41.90	\$ 41.90	\$ 41.90	\$ 41.90
Year 1	\$ 41.90	\$ 41.90	\$ 43.42	\$ 45.64
Year 2	\$ 41.90	\$ 41.90	\$ 46.48	\$ 48.99
Year 3	\$ 41.90	\$ 45.40	\$ 49.55	\$ 52.35
Year 4	\$ 45.15	\$ 48.01	\$ 52.62	\$ 55.71
Year 5	\$ 47.57	\$ 50.62	\$ 55.69	\$ 59.06
Year 6	\$ 49.98	\$ 53.24	\$ 58.76	\$ 62.42
Year 7	\$ 52.40	\$ 55.84	\$ 61.83	\$ 65.76
Year 8	\$ 54.81	\$ 58.45	\$ 64.90	\$ 69.12
Year 9	\$ 57.23	\$ 61.07	\$ 67.97	\$ 72.47
Year 10	\$ 59.64	\$ 63.67	\$ 71.04	\$ 75.83

Coordinators and Teaches hired after Aug. 31, 2019				
Sep 1, 2021 - Aug 31, 2022				
	Group 1	Group 2	Group 3	Group 4
Year 0	\$ 35.48	\$ 37.56	\$ 40.35	\$ 42.28
Year 1	\$ 37.89	\$ 40.17	\$ 43.42	\$ 45.64
Year 2	\$ 40.32	\$ 42.79	\$ 46.48	\$ 48.99
Year 3	\$ 42.73	\$ 45.40	\$ 49.55	\$ 52.35
Year 4	\$ 45.15	\$ 48.01	\$ 52.62	\$ 55.71
Year 5	\$ 47.57	\$ 50.62	\$ 55.69	\$ 59.06
Year 6	\$ 49.98	\$ 53.24	\$ 58.76	\$ 62.42
Year 7	\$ 52.40	\$ 55.84	\$ 61.83	\$ 65.76
Year 8	\$ 54.81	\$ 58.45	\$ 64.90	\$ 69.12
Year 9	\$ 57.23	\$ 61.07	\$ 67.97	\$ 72.47
Year 10	\$ 59.64	\$ 63.67	\$ 71.04	\$ 75.83

(ii) Hours worked and paid in accordance with 26.05 (a) (i), above, will count for teaching experience for placement and movement only on the above ADS grid in accordance with articles 6.02. 6.03 and 6.06.

(b) The salaries and wage rates for teachers teaching in Adult and Continuing Education, other than those hours captured by 26.05 (a) above, shall be as follows:

Effective	Sept. 1, 2019	Sept. 1, 2020	Sept. 1, 2021
Summer School Coordinator	\$8,602	\$8,688	\$8,775
Site Coordinator (per hour)	\$50.41	\$50.91	\$51.42
Teacher (per hour)	\$42.53	\$42.96	\$43.39

Board Sponsored Correspondence Course Teachers (including marking for the SAL program):

Grade 9 and 10 (per lesson marked)	\$12.92	\$13.05	\$13.18
Grade 11 and 12 (per lesson marked)	\$15.86	\$16.02	\$16.18

For hours logged and approved by the Site Coordinator, setting an exam to a maximum of two hours and marking that exam to a maximum of one hour per student:

Grades 9 – 12 exam rate (per hour)	\$42.53	\$42.96	\$43.39
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Home and Hospital Study (per hour)	\$30.25	\$30.55	\$30.86
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- (i) Hours worked under this schedule do not count for any grid placement or movement under this article.
- (c) In the event that the Administration or Site Coordinator changes the time sheet after submission by a teacher, a copy of the changed sheet will be given to the teacher by the person who made the change.

26.06 Seniority

- (a) Seniority for teachers, accrued prior to September 1, 2020, shall be grandparented according to the 2019/2020 Seniority List. Seniority for service from September 1, 2020 shall be the length of continuous service as a teacher for Adult and Continuing Education with the Board from the first day worked after being hired. Any approved absence including layoff with recall rights shall not be considered an interruption of continuous service.

A seniority list for Adult and Continuing Education (excluding Summer School Teachers) and a seniority list for Summer School Teachers shall be compiled annually by the Board. The lists will contain each teacher who is currently employed in Adult and Continuing Education in the past three years. Teachers who are terminated or have reduced work will be placed on a recall list and shall be given first right of refusal, in order of seniority, to any vacancies or new work for which they are qualified for a period of three (3) years. The tentative list and the corrected list shall be posted in the elementary and secondary schools. Teachers shall have 30 days following the posting of the tentative list in which to point out to the Director or designate any errors or omissions after which time the list shall be deemed accurate and correct in all respects. The corrected list shall be posted by March 1 and effective as of March 1 for the next 12 months.

- (b) Teachers shall be added to the appropriate seniority list based on their first day of work in any Adult and Continuing Education capacity. In order to apply Article 26.06(d) or Article 26.06(e), ties shall be broken by lot drawn by the Director or designate in the presence of a Bargaining Unit representative.
- (c) An incumbent teacher will keep that teacher's Adult and Continuing Education teaching assignment from year to year, if that specific assignment remains available, provided that the incumbent possesses the Ministry requirements for qualification and certification for the specified teacher assignment. All current rights and entitlements of incumbents at the signing of this agreement shall be grandparented. A vacancy is defined to be a position in Adult and Continuing Education which has no incumbent or for which the incumbent has indicated in writing that the incumbent no longer wishes to continue with that assignment.

In the case of summer school, incumbents must complete the Expression of Interest to Teach Summer School Form to confirm their wishes to continue as the incumbent, should the assignment exist. Failure to complete the Expression of Interest Summer School Form will be deemed confirmation that the employee is no longer interested in an incumbent position.

- (d) Except for the positions of Summer School Coordinators and Site Coordinators, should a vacancy exist, the vacancy will be offered to teachers subject to Ministry requirements for qualifications or certification according to the following order of priority:
- (1) Teachers or former teachers who have been terminated from teaching in or have a reduced assignment in Adult and Continuing Education in the past five years due to loss of program; and then
 - (2) Teachers who were declared redundant and have right of recall under Article 17.06; and then
 - (3) In order of Adult and Continuing Education seniority, teachers who are on the Adult and Continuing Education seniority list and have completed the Work Preference Survey Form or, in the case of Summer School vacancies, teachers who are on the Summer School seniority list and have completed the Expression of Interest to Teach Summer School Form; and then
 - (4) In the case of summer school only, teachers who have completed the Expression of Interest to Teach Summer School Form and who are not on the Adult and Continuing Education or Summer School seniority lists.
- (e) In the event that the number of Adult and Continuing Education teachers at one site must be reduced due to reduction in program, it is the intent of the Board to terminate the employment of the most junior Adult and Continuing Education teachers provided that in all cases the teachers remaining in the system are qualified and capable of teaching the subjects of the program. To accomplish this, the following process will be followed:

The Director or designate will transfer, in order of seniority, teachers with reduced work at each worksite, where program reductions necessitate a reduction in the number of Adult and Continuing Education teachers at that worksite, to a position held by a more junior Adult and Continuing Education teacher for which the more senior teacher is qualified. Failure of a teacher to accept reassignment will relieve the Board of any further obligation to place the teacher. Such notice of transfer shall be made no later than two weeks prior to the effective date of the reduction in program.

Teachers must notify the Board and Bargaining Unit President via email no later than March 1 of each year that they wish to remain on the recall list. Failure on the part of the teacher to take this action will relieve the Board from any further obligation to recall the teacher.

26.07 Adult and Continuing Education teachers who are subsequently hired as probationary teachers in the regular day school program shall be credited with their continuous Adult and Continuing Education seniority as seniority described in Article 17.01. "Continuous service" shall mean teaching or marking to any degree within one school year. The seniority credited shall be that described in Article 26.06 (b) above with a maximum credit of one year for each 12 month period September 1 to August 31 following. This clause shall not in any way alter the probationary period applied to a teacher employed in the regular day school program.

26.08 Filling of Vacancies and Posting

By September 30, the Board will provide all Adult and Continuing Education teachers with a Work Preference Survey Form on which the teachers will identify the type of additional work, with the exception of summer school, in Adult and Continuing Education that they wish to have should vacancies occur in those areas. By April 1, the Board will provide an Expression of Interest to Teach Summer School Form on which teachers will identify their interest in teaching summer school. A copy of the Expression of Interest will be sent to the Bargaining Unit prior to offers being made for summer school vacancies. By March 1, the Board will produce a composite list that shows each Adult and Continuing Education and Summer School teacher's seniority, requests for additional work, and qualifications.

Adult and Continuing Education Teachers may revise their forms during the school year. As vacancies occur, Administration or a Site Coordinator will offer the vacancies without posting in accordance with Article 26.06 (d). Only vacancies which are not filled by this process will be posted.

Notwithstanding the above, all vacancies for Summer School Coordinator and Site Coordinator shall be posted. All vacancies will be posted on the Board's chosen electronic platform only. All interested teachers shall make written application for the vacancy in accordance with the posting instructions.

26.09 Summer School Protocol

- (a) Once summer school vacancies without incumbents, as defined in Article 26.06(c), become known, and Article 26.06(d)(1) and (2) have been applied, the vacancies shall be offered as soon as reasonably possible to teachers who have completed the Expression of Interest to Teach Summer School Form, in order or priority according to Article 26.06(d)(3) and (4). Such offers shall be made via email to teachers. The teacher will have three (3) school days to respond.

After 4:00 PM on the Thursday preceding the first day of summer school classes, remaining vacancies shall be offered to teachers who have completed the Expression of Interest to Teach Summer School Form in order of priority according to Article 26.06(d)(3) and (4). If at any step of the priority sequence a teacher cannot be reached, the offer can be made to the next teacher in sequence, and so on, until the vacancy is filled.

Administration shall keep a log of all job offers made using the above protocol and this will be made available to the Bargaining Unit upon request.

- (b) Summer school teachers who are paid per hour will be paid at the Teacher rate in Article 26.05(b).

26.10 Pension Reporting

For full-time year-long Site Coordinator teachers, the Board shall report to OTPP up to seven (7) hours as the length of the work day and 232 days as the length of the work year.

26.11 Federation Leave

- (a) At the written request of OSSTF and/or the Bargaining Unit, the Board shall grant release time for Bargaining Unit purposes without loss of pay. Any costs associated with such release time will be paid for by the Bargaining Unit.
- (b) On the written request of OSSTF and/or Bargaining Unit, the Board shall hire an Adult Education Teacher, on a daily basis only, for Bargaining Unit purposes. Any costs associated with such a hire will be paid for by the Bargaining Unit.
- (c) One Bargaining Unit representative will be granted release time to participate in negotiations with the costs of this release time to be shared equally between the Board and the Bargaining Unit.

ARTICLE 27 - FEDERATION RELEASE TIME

27.01 (a) **Bargaining Unit Representatives**

Upon the written request of the Bargaining Unit President, Bargaining Unit representatives shall be given release time for Bargaining Unit or Provincial Federation purposes. Such release time shall be without loss of salary or benefits. Such release time shall not normally exceed two (2) days at any one time. The actual time(s) of release time(s) shall be mutually agreed upon by the President and the Director or designate. In the event that an occasional teacher is used to cover release

time described above, the cost of the occasional teacher shall be paid by the Bargaining Unit.

In addition to the above, Bargaining Unit representatives will be granted release time to participate in negotiations; such release time to be without loss of pay or benefits. When occasional teachers are used to cover the absence of these teachers, the occasional teacher costs will be shared equally between the Board and the Bargaining Unit.

(b) Long Term Federation Release Time

The Board agrees that release time will be granted to Bargaining Unit representatives for up to the equivalent of two full-time teachers. Such representatives, appointed by the Bargaining Unit, shall be released from teaching duties in order to undertake appointed responsibilities. The status of such representative(s) shall continue to be that of a permanent teacher with the Board, retaining all applicable rights and privileges thereto. The Bargaining Unit shall notify the Board of the names of such representative(s) for the following school year prior to May 15.

The Bargaining Unit shall reimburse the Board for the total costs of the salary, benefits and allowances of the lowest paid teacher(s) on the grid for the full-time equivalent of the total release time. In the event that any further allowance is paid to the representative(s) on the written request of the Bargaining Unit, the Bargaining Unit shall reimburse the Board for 100% of such allowance. The salary and benefits for such Bargaining Unit representative(s) shall be updated as required and as they would apply had the teacher(s) continued to be assigned their full duties in their school. Annually, the Board will send a bill to the Treasurer of the Bargaining Unit for the amount owing and the bill shall be paid in equal monthly instalments on the same basis as the dues remittance specified in Article 11.03. It is understood that the payment of salary and benefits as required by the Collective Agreement as applying to the Bargaining Unit representative(s) as well as any additional allowance(s) shall govern the amounts reported for Teachers' Pension Plan purposes and other benefits.

Subject to Article 17, at the conclusion of a Bargaining Unit appointment(s), teacher(s) on Long Term Federation Release Time will be returned to the same school in which they were most recently employed and to the previously held position(s) if the position(s) still exist.

Teachers on Long Term Federation Release Time who access any paid and/or statutory leave as provided for in the Collective Agreement and/or in legislation shall be replaced by a teacher identified by the Bargaining Unit. Such replacement shall be at the cost of the Bargaining Unit.

- (c) Upon the written request of provincial OSSTF, Bargaining Unit representatives shall be given release time for Bargaining Unit purposes, subject to the availability of replacement staff if required. Such release time shall be without loss of salary or benefits. Such release time shall not normally exceed two (2) days at any one time. OSSTF Provincial shall reimburse the Board for the total replacement costs of the salary, benefits and allowances of the teacher being released.
- (d) Teachers elected to office at provincial OSSTF shall be granted long term Federation Release in addition to the positions described in paragraph (b) above. The term of release shall coincide with the term of office, up to two (2) years per occasion. Subject to Article 9 and 17, at the conclusion of the term, teachers will be returned to the same school in which they were most recently employed and to the previously held Position(s) of Responsibilities if the Position(s) of Responsibilities still exist.

Teachers hired as staff to provincial OSSTF shall be granted long term Federation Release in addition to the positions described in paragraph (b) above. The term of release shall be up to two (2) years and coincide with the term of employment at provincial OSSTF. Subject to Article 9 and Article 17, at the conclusion of the term, teachers will be returned to the same school in which they were most recently employed and to the previously held Position(s) of Responsibilities if the Position(s) of Responsibilities still exist.

For either of the leaves in (d) above, the teacher on leave may be replaced with an occasional teacher.

ARTICLE 28 - DISCRIMINATION

28.01 No teacher or occasional teacher shall be discriminated against on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex or gender, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability, religion, union membership or activity, or political affiliation or activity. Where such items appear in the *Ontario Human Rights Code*, their definitions shall be as defined in the Code.

ARTICLE 29 - OCCUPATIONAL HEALTH AND SAFETY

29.01 The Board and the Bargaining Unit agree that any person who is in charge of an organizational unit of a school shall not be deemed to exercise managerial functions for purposes of the *Occupational Health and Safety Act* and shall be permitted to be the representative of the members on any committee established pursuant to this Act and its Regulations.

29.02 The Board shall recognize its obligations to provide a safe and healthful environment for employees and to carry out its duties and obligations under the *Occupational Health and Safety Act*, its accompanying Regulations and according to the Avon Maitland School Board Joint Health and Safety Committee Terms of Reference as minimum acceptable standards.

29.03 The Board shall ensure that a copy of the *Occupational Health and Safety Act* and its accompanying relevant Regulations shall be accessible to each teacher in each workplace.

29.04 A teacher who is engaged in a site inspection shall be released from regular duties. When a teacher participates in a Health and Safety inspection as a member of the site inspection team, the teacher will be granted credit for one on-call for each site inspection completed.

ARTICLE 30 - PROBATIONARY PERIOD

30.01 A newly hired teacher shall serve a probationary period of one year.

ARTICLE 31 - TERMINATION OF EMPLOYMENT

31.01 The Board and a teacher shall provide written notice by November 30 of the intention to terminate employment effective either December 31 or January 31 and by May 31 of the intention to terminate employment effective either June 30 or August 31.

31.02 Nothing herein prevents a teacher and the Board from mutually agreeing in writing to the teacher's resignation at any time.

31.03 The Board will pay the following amount to each teacher who provides written notice by February 15 of the intention to terminate employment effective either June 30 or August 31: \$170.

ARTICLE 32 - TRANSFER

- 32.01 Wherever possible transfers, other than those required by surplus procedures in the Collective Agreement, shall be by mutual agreement of the teacher and the Board. In the event that the Board proposes a transfer, the Board administration shall meet with the teacher to discuss the reasons for the proposal and to consider the concerns that the teacher may have about the proposed transfer. The teacher shall be informed in writing of the Board's decision, including the reasons for the decision.

ARTICLE 33 - PERSONNEL FILES

- 33.01 The only recognized personnel file of a teacher or occasional teacher shall be maintained in the Human Resource Services Department of the Board.
- 33.02 A teacher or occasional teacher shall receive a copy of any documents concerning the teacher's or occasional teacher's conduct or competence which are placed in the teacher's or occasional teacher's personnel file.
- 33.03 Following the written request from a teacher or occasional teacher for an appointment, the Board will make available for inspection, during normal business hours, all information in its file pertaining to the teacher or occasional teacher at the time of the request. The teacher or occasional teacher may make a copy of such information and may be accompanied by one other person who shall have access to such information at the request of the teacher or occasional teacher. The cost of the copies may be billed to the teacher or occasional teacher.
- 33.04 Where a teacher or occasional teacher authorizes, in writing, access to the teacher's or occasional teacher's personnel file by another person acting on the teacher's or occasional teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested. The cost of the copies may be billed to the teacher or occasional teacher.
- 33.05 A teacher or occasional teacher may dispute, in writing, the accuracy or completeness of information in the teacher's or occasional teacher's personnel file. Where this occurs, the Director of Education or designate shall respond to the teacher or occasional teacher to confirm or amend the information and shall notify the teacher or occasional teacher in writing of the decision, including reasons for that decision, where such a written response is requested by the teacher or occasional teacher. A teacher or occasional teacher may append notices of corrections or inaccuracies to documents within the file which, in the teacher's or occasional teacher's view, possess errors or inaccuracies.
- 33.06 (a) Every effort will be made to negotiate a date for the removal of any document of a disciplinary nature from the teacher's or occasional teacher's file prior to the placement of the document in the teacher's or occasional teacher's file. When a removal date cannot be agreed upon and subject to Article 33.06 (b), where twenty-four (24) months have elapsed since the placement of a disciplinary document in the teacher's or occasional teacher's file, the teacher or occasional teacher may request the disciplinary document be reviewed. Such documentation shall be removed from the teacher's or occasional teacher's file provided that no additional related disciplinary documentation has been added to the teacher's or occasional teacher's file during the intervening period and in the case of an occasional teacher the Occasional Teacher has worked a minimum of 60 days.
- (b) Disciplinary documentation referring to matters resulting in a suspension or related to harassment or violence shall remain on file for thirty-six (36) months.
- (c) Notwithstanding the preceding paragraph, where the Board considers it necessary to retain such documents for the legal protection of the Board and/or the teacher or occasional teacher, such documents may remain in the teacher's or occasional teacher's file at the discretion of the Board.

33.07 Where two (2) years have elapsed since the placement of a non-disciplinary letter of expectation in a teacher's or occasional teacher's file, the teacher or occasional teacher may request that the letter be reviewed. The letter shall be removed from the file provided that no additional related documentation has been added to the teacher's or occasional teacher's file during the intervening period.

ARTICLE 34 - REPLACEMENT ADMINISTRATIVE POSITIONS - TERMS AND CONDITIONS

34.01 Teacher-In-Charge

(a) A Teacher-In-Charge may be assigned for a minimum of one-half school day by the Principal in a secondary school where the Principal and Vice-Principal(s) are absent from the school. A teacher shall have the right to refuse such assignment.

(b) The allowance for time spent as Teacher-In-Charge shall be paid per day, prorated as necessary, according to the following:

Effective September 1, 2019	\$40.80;
Effective September 1, 2020	\$41.21;
Effective September 1, 2021	\$41.62.

Payment will only be approved in cases where the teacher is required to act as Teacher-In-Charge for at least one-half of the school day.

(c) While a teacher is performing the duties of a Teacher-In-Charge, an occasional teacher will be hired to perform the normal teacher responsibilities of that teacher.

(d) A teacher acting as Teacher-In-Charge shall not be required to discipline or evaluate other teachers.

(e) When all administrators are off site, where possible, the Board shall ensure that there will be two teachers acting as Teacher-In-Charge, with a minimum of one occasional teacher hired.

34.02 Acting Secondary School Vice-Principal and Acting Secondary School Principal

(a) A teacher appointed to replace a Principal or Vice-Principal on a temporary basis for twenty (20) or more consecutive school days shall be deemed to be an Acting Vice Principal or Acting Principal and shall be on leave from the Bargaining Unit. For the purposes of this provision and in accordance with s.277.1 of the *Education Act* and s.1 of the *Teaching Profession Act*, on leave shall mean that, for the duration of the assignment, the Acting Vice Principal or Acting Principal is not a teacher for the purposes of membership in the Bargaining Unit, OSSTF or the Ontario Teachers' Federation. The conditions in the Collective Agreement shall not cover an Acting Vice Principal or Principal nor shall the teacher pay union dues. However, the teacher shall continue to be required to participate in the OSSTF Long Term Disability Insurance Plan for the duration of the acting appointment and shall continue to accrue seniority.

(b) During the teacher's leave from the Bargaining Unit, the teacher shall be replaced by an Occasional Teacher. Should the teacher hold a position of responsibility, the vacancy shall be filled on an acting basis for the duration of the leave in accordance with Article 9.02.

(c) Subject to Article 17, at the conclusion of the appointment as an Acting Vice Principal or Principal, the teacher shall be entitled to return to the same school in which the teacher was most recently employed and to the previously held position if the position still exists or to a comparable position provided that the teacher's appointment does not exceed 193 school days or two (2) appointments as an Acting Vice Principal or Vice Principal within three (3) years.

- (d) A teacher shall have the right to refuse an appointment to an Acting Vice-Principal or Principal position.
- (e) Teachers in the position of Acting Vice Principal or Principal shall not be responsible for evaluations or for discipline of other teachers.

ARTICLE 35 - LIEU TIME

35.01 When a teacher is requested to work outside of the school year, lieu time during the school year equal to the number of days worked outside of the school year shall be granted at the teacher's request. If coverage is required, an occasional teacher will be employed. The teacher's consent must be obtained before working during a vacation period.

ARTICLE 36 - DISTANCE EDUCATION

- 36.01 (a) Secondary school credits shall not be delivered by means of "Distance Education" without the knowledge of the Bargaining Unit.
- (b) Secondary school students under 21 years of age taking credit courses through Distance Education shall be assigned to classes, which will comprise one or more of the six classes assigned to a teacher.
- (c) All Distance Education courses will be scheduled during the regular school day, unless otherwise agreed to by the Board and the teacher assigned. The Board shall inform the President of the Bargaining Unit within three (3) working days of such an agreement.
- (d) Teachers teaching Distance Education courses shall report to school board personnel only and shall be evaluated only by the principal or vice-principal of the teacher's school and/or supervisory officers employed by the Board.
- (e) Teachers assigned to teach Distance Education courses shall be subject to the workload provisions set out in Article 25 of this Collective Agreement with the addition of the following:
- (i) If the normal daily schedule of the teacher's assigned school is altered such that periods are cancelled for any reason, reassignment of duties shall not be assigned during the distance education assigned teacher period(s).
 - (ii) Additional professional assignments (APAs) shall not normally be assigned during the distance education assigned teaching period(s).
 - (iii) The principal shall endeavour to assign Distance Education periods adjacent to unassigned time (preparation and marking periods).
- (f) Teachers employed to develop on-line credit courses beyond their regular teaching duties shall be paid the following amounts per course at minimum:
- | | |
|-----------------------------|---------|
| Effective September 1, 2019 | \$4804; |
| Effective September 1, 2020 | \$4852; |
| Effective September 1, 2021 | \$4901. |
- (g) All teachers will be provided with a work location at a secondary school or other work site of the Board.
- 36.02 Positions of Responsibility for Distance Education
- (a) All Distance Education sections will be attached to Departments as identified in Article 9.01 of the Collective Agreement which currently exist in the schools and will be used to generate Positions of Responsibility as below:

- (i) Where there is one teacher teaching a section or sections of Distance Education who currently has a Position of Responsibility, the teacher will be offered the opportunity to assume responsibility for those sections of Distance Education in their subject area. Where there are two or more teachers of Distance Education in the same subject area with a Position of Responsibility, each teacher will be offered the opportunity to assume responsibility for those sections in Distance Education in their subject area. All such teachers who indicate an interest in assuming responsibility for those sections will be interviewed and the successful candidate will be given responsibility for the Distance Education sections.
- (ii) Where there are sections of Distance Education in a subject area where no teacher of Distance Education has a Position of Responsibility, the sections will be offered to a teacher of Distance Education with a Position of Responsibility who has subject qualifications in that area. Where there are two or more teachers of Distance Education with a Position of Responsibility who have subject qualifications in that area, each teacher will be offered the opportunity to assume responsibility for those sections in Distance Education in that subject area. All such teachers who indicate an interest in assuming responsibility for those sections will be interviewed and the successful candidate will be given responsibility for the Distance Education sections.
- (iii) If no Distance Education teacher with a Position of Responsibility wishes to assume responsibility for the sections of Distance Education, those sections will be added to the Department in the school of the teacher of those sections.
- (iv) When a teacher assumes responsibility for the Distance Education sections as outlined above, those sections will be added to the total number of sections in their Department in the school. The total sections will be added together to generate the appropriate Position of Responsibility(ies) and allowances as outlined in Article 9.
- (v) Notwithstanding the above process, there will a Position of Responsibility for On-line Co-operative Education and Guidance and Career Education, as per Article 9.

36.03 In the event that there are changes initiated by the Board or the Ministry of Education by which Distance Education operates, which affect the salary and working conditions of teachers, the parties will meet to discuss the changes and attempt to agree on a method of modifying the Collective Agreement by mutual consent.

ARTICLE 37 - TEACHER PERFORMANCE APPRAISAL

37.01 Performance Appraisals of all teachers shall be conducted in accordance with the *Education Act* and its regulations as amended from time to time and may be grieved only as set out in 37.04 below.

37.02 The Board shall consult with the Bargaining Unit regarding any new policies or operating procedures relating to performance appraisals.

37.03 Members in Positions of Responsibility shall not conduct teacher performance appraisals, but this shall not preclude members in Positions of Responsibility from participating in programs of assistance.

37.04 A performance appraisal may be the subject of a grievance where:

- (a) the conduct of the Performance Appraisal has not been reasonably followed in accordance with the Board's Standard Operating Procedures, or
- (b) as a result of the appraisal of the teacher, the teacher is placed "on review", and
- (c) where such a grievance is filed as a result of (a) and/or (b) above, the entire evaluation process may be challenged notwithstanding the time limits in Article 16.

- 37.05 When a teacher receives a performance appraisal report which is rated unsatisfactory, the Board shall, with the permission of the teacher, notify the Bargaining Unit President within (3) working days of the teacher receiving the report.
- 37.06 A teacher who receives a supervisory visit in the implementation of the Board's Teacher Performance Appraisal process shall receive a written evaluation report within twenty (20) school days of the visit by the in-school personnel or Supervisory Officer. A minimum of one period shall be considered as one supervisory visit for the preparation of one formal report. A teacher shall receive forty-eight (48) hours notice of any supervisory visit.
- A teacher who receives an evaluation report shall have two (2) school days to examine and attach comments, if desired, before signing the report. Signing the report shall indicate having received the report only and shall not indicate agreement with the report.
- 37.07 Performance Appraisal shall not include consideration of a teacher's involvement in extra-curricular programs or other voluntary activities.
- 37.08 Teacher Performance Appraisals shall be based on the teacher's area of specialization where possible. Upon the request of the teacher, and with agreement of the Principal, a teacher may be appraised outside their area of specialization.

ARTICLE 38 - CRIMINAL BACKGROUND CHECK

- 38.01 (a) The Board shall ensure that all records and information (including offence declaration and CPIC records) obtained pursuant to Regulation 521/2001 of the *Education Act* or any subsequent regulation or law are stored in a secure location and in a completely confidential manner.
- (b) Access to such records and information shall be strictly limited to the Superintendent of Education (Human Resource Services) and those persons named by the Director of Education. The Superintendent of Education (Human Resource Services) shall advise the Bargaining Unit President of the names of those so designated. Such personnel shall not be members of the Bargaining Unit.
- (c) The Board shall not release any information about a teacher or occasional teacher obtained pursuant to Regulation 521/2001 of the *Education Act*, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.

ARTICLE 39 - INCLEMENT WEATHER

- 39.01 Where a teacher is unable to reach the teacher's school because of weather conditions that are severe enough to make it impossible for the teacher to be present or if the teacher's school is closed, there will be no loss of pay, benefits or sick leave credits. It will be the teacher's responsibility to notify the principal or designate of the situation as soon as possible.

No teacher shall be required to report to a school which is not the teacher's school.

ARTICLE 40 - ATTENDANCE MANAGEMENT/SUPPORT

- 40.01 The board shall consult with the Bargaining Unit prior to the development and implementation of policies addressing attendance management/support issues.

ARTICLE 41 – OCCASIONAL TEACHERS

- 41.01 This Article and the following listed articles of the collective agreement shall be the only provisions of the local collective agreement which apply to occasional teachers.

PART B: ARTICLE 1 – DEFINITIONS
PART B: ARTICLE 2 – PURPOSE AND SCOPE
PART B: ARTICLE 3 – TERM OF THE COLLECTIVE AGREEMENT
PART B: ARTICLE 5 – RECOGNITION
PART B: ARTICLE 11 – FEDERATION FEES AND BARGAINING UNIT LEVY
PART B: ARTICLE 15 – LIAISON COMMITTEE
PART B: ARTICLE 16 – GRIEVANCE PROCEDURE
PART B: ARTICLE 28 – DISCRIMINATION
PART B: ARTICLE 33 – PERSONNEL FILES
PART B: ARTICLE 38 – CRIMINAL BACKGROUND CHECK

41.02 MANAGEMENT RIGHTS

- (a) Subject to the right of either party to lodge a grievance as set out in this Collective Agreement and subject to the other terms, provisions and conditions contained in this Collective Agreement, the right to manage and conduct the business of the Board is vested exclusively with the Board and its administration. All rights shall remain exclusively with the Board, except as specifically limited by the provisions of this Agreement.
- (b) Without restricting the generality of the foregoing, the Board's rights shall include:
 - (1) the right to hire, assign and direct all Occasional Teachers and to determine requirements for Occasional Teachers;
 - (2) the right to discipline, suspend and discharge for just cause any non-probationary Occasional Teacher;
 - (3) the right to discipline, suspend and discharge any Probationary Occasional Teacher for disciplinary reasons, lack of competence, or for failure to meet required teaching standards; and
 - (4) the right to make and alter policies, regulations and procedures to be observed by Occasional Teachers that are not inconsistent with provisions set out herein and which are in compliance with the prevailing statutes and regulations.

41.03 OSSTF RIGHTS

- (a) No Occasional Teacher shall be disciplined, suspended or discharged without just cause.
- (b) The Board shall provide to the Bargaining Unit bulletin board space in each secondary school for the posting of notices which may be of interest to Occasional Teachers.
- (c) The Bargaining Unit shall notify the Board in writing of the names of its representatives as follows: Officers, Bargaining Committee Members, Grievance Committee Members.
- (d) The Board agrees to consult with the Bargaining Unit regarding the development of an evaluation process for Occasional Teachers.
- (e) The OSSTF and/or Bargaining Unit shall be allowed to carry out OSSTF business on the Board's premises outside of the regular school day providing it does not interrupt the instructional program. Such meeting space shall be free of charge. No Occasional Teacher shall leave their assigned duty to attend to OSSTF business without the consent of the Director of Education or designate.
- (f) The Board shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations as minimum acceptable standards.

The Board shall ensure that a copy of the *Occupational Health and Safety Act* and its accompanying relevant Regulations shall be accessible to each Occasional Teacher in each workplace.

41.04 FEDERATION LEAVE

- (a) At the written request of OSSTF and/or the Bargaining Unit, the Board shall grant release time for Bargaining Unit purposes without loss of pay. Any costs associated with such release time will be paid for by the Bargaining Unit. Such release time shall only be granted where the school in which the Occasional Teacher was scheduled to work is able to find a suitable replacement.
- (b) On the written request of OSSTF and/or Bargaining Unit, the Board shall hire an Occasional Teacher, on a daily basis only, for Bargaining Unit purposes. Any costs associated with such a hire will be paid for by the Bargaining Unit.
- (c) One Bargaining Unit representative will be granted release time to participate in negotiations with the costs of this release time to be shared equally between the Board and the Bargaining Unit.

41.05 LEAVES OF ABSENCE

(a) **Voluntary Unpaid Leaves of Absence**

Upon written request to the Director of Education or designate by an Occasional Teacher, the Board agrees to approve a voluntary unpaid leave of absence for an Occasional Teacher. Such leave may be for a period up to and including one (1) school year. Consideration will be given to requests for leave beyond the period identified above in exceptional circumstances, at the discretion of the Director of Education or designate. The Occasional Teacher's name will be re-activated on the Occasional Teacher Roster at the end of the leave unless the Occasional Teacher requests otherwise.

(b) **Sick Leave**

Sick leave is provided as in Section C9.00 of Part A: Central Terms.

A Long Term Occasional Teacher who cannot attend to duties due to illness shall be granted sick leave with pay to the extent of the Occasional Teacher's accumulated sick leave days.

Accumulated sick days will be carried forward to subsequent long term assignments in the same school year. In matters of dispute, the onus of proof relative to absence due to illness rests with the Occasional Teacher.

(c) **Bereavement Leave**

For Long Term Occasional Teachers, the following will apply:

- (1) Absence of up to five (5) days per occasion without loss of pay shall be granted and shall not be chargeable against sick leave credits where absence is required through death in the immediate family. Immediate family shall mean the Occasional Teacher's spouse/partner and the parents/former guardians, brother/brother-in-law, sister/sister-in-law, child, grandparents, grandchildren, step-sister and step-brother of the Occasional Teacher or the Occasional Teacher's spouse/partner.
- (2) Absence occasioned by the death of aunts, uncles, nephews, nieces, close friends or funerals in which the Occasional Teacher plays an active part as pallbearer, flower bearer, etc. shall be granted one (1) day per occasion without loss of pay and shall not be chargeable against sick leave credits

(d) **Jury Duty/Quarantine**

A Long Term Occasional Teacher shall be eligible for leave without loss of pay, benefits or sick leave if called for jury duty or under quarantine. Such leave shall not be considered an interruption in service for the calculation of the length of the assignment. Service fees as are received by the Occasional Teacher for jury or witness duty shall be remitted to the Board by the Occasional Teacher.

(e) **Parenthood Leave**

Pregnancy and parental leave shall be granted and governed in accordance with the provisions of the *Employment Standards Act*.

- (1) The Board shall provide for long term Occasional Teachers who access such leaves, a SEB plan to top up their E.I. Benefits. The Occasional Teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- (2) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- (3) Occasional Teachers filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- (4) Occasional Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- (5) The Occasional Teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- (6) Occasional Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the Board for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- (7) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- (8) Occasional Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- (9) If an Occasional Teacher begins pregnancy leave while on an approved leave from the Board, the above maternity benefits provisions apply.
- (10) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- (11) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- (12)(i) For all pregnancy leaves the Board shall pay the Occasional Teacher one (1) weeks of regular pay during the one (1) week waiting period prior to the receipt of Employment Insurance payments. Such payment shall be made as soon as possible after the Occasional Teacher submits proof of the Employment

Insurance amount that the Occasional Teacher is eligible for and proof that the first Employment Insurance payment has been made.

- (ii) For an Occasional Teacher on statutory pregnancy leave where there is not a one (1) week waiting period prior to the receipt of Employment Insurance payments the Occasional Teacher will receive a top-up payment which, when added to the Employment Insurance benefit, shall be equal to 100% of the employee's regular rate of pay for the first week of leave. Such payments shall be made as soon as possible after the Occasional Teacher submits proof of the Employment Insurance amount that the Occasional Teacher is eligible for and proof that the first Employment Insurance payment has been made. The top-up payment shall be based on the employee's regular rate of pay in effect on the date of commencement of the leave.
- (iii) For pregnancy leaves, the Board shall pay a "top-up" payment following the waiting period or, when the waiting period occurs before the birth of the child, immediately following the birth of the child. Such payment which when added to the Employment Insurance benefits shall be equal to 100% of the teacher's regular pay for the next seven (7) weeks of the leave. Such payments shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the first Employment Insurance payment has been made.

No sick leave credits shall be deducted as a result of payments above.

- (iv) For teachers on statutory pregnancy leave who continue on a statutory parental leave, following the 52nd consecutive week of the combined leaves, the Board will pay the equivalent of one (1) week of the member's Employment Insurance amount at the standard parental leave Employment Insurance benefit rate.

Such payment shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the Employment Insurance payment has been made for the 51st week.

(f) **Inclement Weather**

Where a Long Term Occasional Teacher is unable to reach the school because of weather conditions that are severe enough to make it impossible to reach the school or if the school is closed, there will be no loss of pay. It will be the Long Term Occasional Teacher's responsibility to notify the Principal or designate of the situation as soon as possible.

41.06 **PROFESSIONAL ACTIVITY DAYS**

- (a) The Board shall provide information to the Bargaining Unit President about the district-wide professional activities provided by the Board. The Bargaining Unit shall be provided the opportunity to have representation on the District-wide Staff Development Committee.
- (b) Participation in Professional Activity Days not attached to the beginning or the end of the school year shall be mandatory for Long Term Occasional Teachers when they occur during their assignments. Non-participation on such days not covered by Article 41.05 will be considered as an interruption in service for the calculation of the length of the assignment, and shall not be paid.

Should a short-term assignment become a long-term assignment, non-participation by the short-term Occasional Teacher shall not constitute an interruption of the long-term assignment and the days prior to the Professional Activity Day shall be included in the calculation of the long-term assignment and shall be paid accordingly.

- (c) Participation in Professional Activity Days is provided as in Section C12.00 of Part A: Central Terms.
- (d) An Occasional Teacher not on a Long Term teaching assignment may attend, on a voluntary basis and without pay, scheduled Professional Activity Days arranged by the Board. Requests to attend shall be in writing to the Director of Education or designate at least fifteen (15) teaching days before the scheduled Professional Activity Day and shall be granted subject to the availability of space.
- (e) The Bargaining Unit and the Board will work together to co-plan a voluntary, unpaid PD session once each year for Occasional Teachers. Costs, excluding mileage, shall be borne by the Board.

41.07 **OCCASIONAL TEACHER ROSTER**

- (a) To be eligible for inclusion on the Occasional Teacher Roster, and in order to accept assignments as an Occasional Teacher for the Board, an Occasional Teacher must be in good standing with the Ontario College of Teachers. Before receiving an assignment with the Board, an Occasional Teacher shall be added to the Occasional Teacher Roster.
- (b) The Board will maintain the Occasional Teacher Roster for its secondary schools and will have the sole discretion to add names to the Roster to a maximum of forty (40) percent of FTE Secondary School Teachers. If the Superintendent of Human Resource Services or designate determines that the number of Occasional Teachers available does not meet the needs of the system, additional Occasional Teachers may be added to the Roster to a maximum of four (4) further percent beyond the forty (40) percent cap, following consultation with the President of the Occasional Teacher Bargaining Unit.
- (c) The Roster shall provide the following information for each Occasional Teacher: name, telephone number, address, qualifications.
- (d) Occasional Teachers shall notify the Human Resource Services Department of the Board, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- (e) The Occasional Teacher Roster shall be available via the electronic call out system prior to the end of the first week of the school year in September. A copy of the Roster will be forwarded to the Bargaining Unit President simultaneously. A revised Roster will be provided to the Bargaining Unit President at the end of each month in which the Roster is revised. The revised Roster shall indicate the date of addition for each new Occasional Teacher.
- (f) **(Suspended for the duration of the Letter of Understanding in Appendix I)**
The Board agrees to review the composition of the Occasional Teacher Roster annually to ensure that it contains only the names of those Occasional Teachers actively seeking assignments. An Occasional Teacher who has not worked a minimum of eight (8) days of offered employment over the course of the school year may be removed from the Occasional Teacher Roster. The names of the Occasional Teachers who do not respond to the Board's annual review of the Roster may be removed from the Roster effective the following school year.

- (g) **(Suspended for the duration of the Letter of Understanding in Appendix I)**
- (1) An Occasional Teacher who is included on the Roster shall be available for assignment or shall provide reasonable grounds for refusing such assignment. Eligible Occasional Teachers who refuse eight (8) assignments for reasons other than being employed as an Occasional Teacher elsewhere or on other reasonable grounds may have their names removed from the Occasional Teacher Roster.
 - (2) Prior to removal under this Article, the Occasional Teacher will have the opportunity to supply reasons to the Board for all job refusals. Where removal occurs under this Article, the Occasional Teacher will be notified electronically in July/August of the effective date of removal by the Board.
- (h) Volunteers, including but not limited to parents, co-op students and peer tutors, shall not be used as substitutes for Occasional Teachers.
- (i) The Board shall use an electronic system to distribute offers of work to short term Occasional Teachers using a qualifications based rotational order system (currently Smart Find).
- (j) In the event that the electronic system fails, a manual system shall be employed by the Board to distribute such offers.
- (k) The subject qualifications of the Occasional Teacher shall be registered in the electronic call out system as well as schools at which the Occasional Teacher is prepared to accept an assignment.
- (l) Should a teacher fail to enter their absence in the electronic system by 7:00 am on the day of the absence, there will be no requirement to rely exclusively on the electronic system to fill any such vacancy.
- (m) The Board shall provide to the Bargaining Unit a monthly report of days worked and work refusals by Occasional Teachers plus a written explanation, if requested, of the reasons for any imbalance between Occasional Teachers in days worked.
- The monthly report shall include the following information from the electronic call-out system's database:
- name
 - daily availability
 - work locations desired
 - number of days worked, do-not-disturbs, calls received, calls accepted, calls declined, cancellations, hang-ups, and no-answers.
 - for each day worked, the date, the portion of the day, and the work site location.
- (n) "Pre-arranged" shall mean offered via direct communication (in person, by telephone, by email, etc.) from a school administrator. The only situations in which short-term work may be pre-arranged are the following:
- When a short-term assignment needs to be continued beyond its original length due to the unexpected continued absence of a Secondary School Teacher, the continuation of the assignment may be pre-arranged with the Occasional Teacher already in place.
 - When an Occasional Teacher holds a part-time contract or LTO position, short-term assignments may be pre-arranged in the same school in which the part-time position is held.
 - When the need for an assignment becomes known after 7:00 a.m. on the same day.

No other short-term work shall be pre-arranged; all other short-term work shall be assigned via the electronic call-out system, with the exception of when Article 41.07(a) applies.

School administrators shall keep a log of all pre-arranged assignments and this information will be made available to the Bargaining Unit upon request.

- (o) Notwithstanding Article 41.07(a), individuals not on the Occasional Teacher Roster will not be hired on an emergency needs basis for short-term Occasional Teacher positions unless
- the job has been deemed 'unfilled' after exhausting the general location list for that site, or no Occasional Teacher has accepted the assignment ninety minutes prior to the starting time of the job; and,
 - all available on-calls at that site have been fully utilized; and,
 - on-site Occasional Teachers with partial LTO or contract status have been fully utilized.

The Board shall inform the Bargaining Unit each time an individual not on the Occasional Teacher Roster is hired on an emergency needs basis. In any event, the Bargaining Unit will be informed no later than the end of the next school day.

Upon request, the Bargaining Unit shall be provided with the SmartFind call-out record for any job filled on an emergency needs basis as soon as reasonably possible.

- (p) Each month, the Bargaining Unit shall receive, upon request, a Detail Report for up to four Occasional Teachers, showing the history of calls, including job numbers, dates/times called, telephone numbers, locations, classifications, start dates/times, end dates/times, and dispositions (i.e., no answer, accept, decline, hang up, cancelled by substitute, cancelled by administrator, operator intercept, assigned by administrator, or busy). Such requests shall be made by the last school day of the month, and the number of allowed requests shall not accumulate from month to month. No more than twenty such requests may be made per school year.
- (q) Except in the case of an emergency, Occasional Teachers will be called via the call out system between 6:30 a.m. to 8:00 a.m. or 4:30 p.m. to 7:30 p.m.
- (r) The following steps apply to the calculation of the size of the OT Roster in relation to Article 41.07(b):
- (1) The number of "FTE Secondary School Teachers" shall be the same number as calculated annually by provincial OSSTF on the basis of levy amounts received from the TBU. Once calculated, the number shall remain in effect for the following school year.
 - (2) At four count dates per year (September 30, November 30, February 28, and May 31), the Board and Bargaining Unit shall share pertinent information, and update and confirm the size of the most recently revised Roster according to the following:
On each count date:
 - i) Each Occasional Teacher currently working a combined half-day or more in a permanent secondary position, permanent elementary position, secondary LTO position, or elementary LTO position shall count as zero (0) name on the Roster. Here, secondary positions include Adult and Continuing Education positions. (Example: An Occasional Teacher whose timetable on the November 30 count date consists of one permanent secondary section plus one LTO secondary section shall count as zero (0) name on the Roster toward the November 30 count.)

- ii) Each Occasional Teacher currently on leave from secondary occasional teaching shall count as zero (0) name on the Roster.
- iii) Each Occasional Teacher currently not belonging to the groups described by paragraphs a) and b) above shall count as one (1) name on the Roster.
(Example: An Occasional Teacher whose timetable on the May 31 count date consists of only one permanent secondary section shall count as one (1) name on the Roster toward the May 31 count.)
- (3) Subject to Article 41.07(b), if on any count date, the size of the Roster exceeds forty (40) percent of FTE Secondary School Teachers, no Occasional Teachers shall be added to the Roster until a future count date indicates the size of the Roster no longer exceeds forty (40) percent of FTE Secondary School Teachers.

41.08 WORKING CONDITIONS

- (a) Each school shall ensure that its Code of Behaviour is accessible to each Occasional Teacher.
- (b) The schedule for a short-term Occasional Teacher shall be the same as the schedule of the teacher who is being replaced or an equivalent timetable including supervision duties. Three periods of work in a day shall constitute a full day's work. After the second day of a continuous assignment, the schedule for an Occasional Teacher shall be the same as the schedule of the teacher who is being replaced, except in the case of an emergency.
- (c) Where an Occasional Teacher replaces a teacher who is receiving a travel allowance, the Occasional Teacher shall receive, in accordance with the Board's procedures, the applicable travel allowance.
- (d) Each school shall ensure that an Occasional Teacher is provided with a package at the start of each teaching assignment in the school including but not limited to:
 - attendance procedures;
 - maps of the school, including fire exits;
 - daily schedule including period times and lengths;
 - list of staff;
 - synopsis of responsibilities for hall duties, cafeteria duty, assemblies, etc.;
 - rules governing computer use in classrooms and labs, access to the library and school bus times;
 - the process for dealing with injuries or illness, violence and deviant behaviour;
 - how to use the school communication system;
 - procedures designed to ensure student safety; and,
 - location of a computer in the school that may be accessed for the Board's electronic communication platform;
 - a list of medically-at-risk students for classes to which the Occasional Teacher is assigned;
 - keys to the classroom assigned.

The package for Occasional Teachers shall be updated annually or as otherwise necessary to update to reflect current policies, procedures or safety protocols.

The school shall endeavour to ensure that the classwork instructions prepared by the absent teacher, names of applicable Educational Assistants, a class list, including student photos, a list of students with safety and/or behaviour plans and seating plans are provided to the Occasional Teacher covering the absent teacher's classes.

- (e) (1) The Board shall continue to maintain sufficient liability insurance for Occasional Teachers arising from the performance of:
 - (i) their assigned duties as described in the *Education Act* and its Regulations;
 - (ii) other assigned duties;
 - (iii) involvement in voluntary duties;
 - (iv) any activities related to any Board Policy.
- (2) No Occasional Teacher shall be required to do any medical or physical procedure for pupils that might endanger the safety or well-being of the pupil or subject the Occasional Teacher to risk or injury or liability for negligence. No Occasional Teacher shall be required to provide feeding or toileting health support service.
- (3) Occasional Teachers shall not be requested by their Principal or other members of their school administration to transport students.
- (f) An Occasional Teacher Additional Qualification shall not be a requirement of employment.

41.09 LONG TERM OCCASIONAL TEACHING ASSIGNMENTS

- (a) The Board shall post Long Term vacancies of 40 school days or more in duration where there are at least two (2) scheduled work weeks between the identification of the vacancy and the effective date of the vacancy.
- (b) Vacancies, as identified in 41.09(a), shall be posted electronically for three (3) working days. A copy of each posting shall be forwarded to the Bargaining Unit President.
- (c) The Board will establish an information system in consultation with the Principals and the Bargaining Unit to enable Occasional Teachers to indicate their interest in long-term occasional assignments and to communicate position information related to the long-term assignments. Only qualified teachers on the Occasional Teacher Roster will be chosen for non-posted assignments. Outside hiring for a non-posted assignment will only be permitted in the event that no qualified Occasional Teacher on the Roster is available, or if the sole qualified candidate is deemed unsuitable by the Board.
- (d) Principals may create a short list of candidates to interview provided that all qualified internal candidates (full-time or part-time) who apply to a posting receive an interview before outside hiring is undertaken.

41.10 SALARY

- (a) All salary rates as set out in this Article include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.
- (b) Subject to Article 41.10(i), a Long Term Occasional Teacher shall be paid a per diem rate equal to 1/194 of the yearly salary as determined by the grid in the Secondary School Teachers' Collective Agreement for teachers of the same qualifications and experience effective on the tenth (10th) consecutive day of teaching, retroactive to the first day of the long term teaching assignment. The per diem rate paid shall not be less than the per diem rate paid to a Short Term Occasional Teacher.
- (c) Subject to Article 41.10(i), a Short Term Occasional Teacher shall be paid a per diem rate of 1/194 of the minimum salary Group 1 in the Secondary School Teachers' Collective Agreement plus an additional \$4.50 per diem (\$4.55 per diem effective September 1, 2020; \$4.60 per diem effective September 1, 2021).
- (d) Category placement on the salary grid for Long Term Occasional Teachers shall be in accordance with Article 6.06(a) for the duration of the long-term assignment.

- (e) Experience credit for placement on the salary grid for Long Term Occasional Teachers shall be granted in accordance with the experience credit provided under Article 6.04 for the duration of the long-term assignment. All experience shall be validated to the satisfaction of the Director or designate and shall only be experience acquired prior to the first day of each regular school year.
- (f) It shall be the responsibility of the Occasional Teacher to provide to the Director or designate valid copies of documents initialed by an appropriate Board official to support claims made under 41.10(d) and 41.10(e). Until such time as the documentation is provided to the Director or designate, a Long Term Occasional Teacher shall be paid as if they are in Group 1/Year 0. No retroactive pay adjustment will be made beyond five (5) months, unless the delay is through no fault of the Occasional Teacher.
- (g) A Record of Employment for Short Term Occasional Teachers shall be issued upon request. Long Term Occasional Teachers shall receive a Record of Employment at the conclusion of their assignments on request, or if at the end of the school year, by July 31st following school closing on request.

(h) **Pay Schedule**

Under normal circumstances, Occasional Teachers:

- (1) shall be paid by direct deposit by the 15th of the month and the last day of the month; and
- (2) shall be paid for days worked in a pay period no later than the end of the following pay period.

Note: Normal circumstances shall mean all circumstances other than emergency catastrophic events beyond the Board's control which prevent the payment of salary by the dates above.

- (i) Short-term Occasional Teachers will be employed and paid for either the morning, afternoon or both. Work in either the morning or the afternoon will constitute a half a day of work and will be paid accordingly.
- (j) A job number will be issued to the short-term Occasional Teacher no later than the start of the day's assignment.
- (k) Unless a short-term Occasional Teacher is notified of the cancellation of an assignment at least one and a half (1 ½) hours before the start of the assignment, the Occasional Teacher will be paid for the assignment. It is understood that the Occasional Teacher may be assigned alternate work.

(l) **Extra Degree Allowance**

An extra degree allowance will be paid to as salary to long-term Occasional Teachers in accordance with Article 8.

(m) **Hours of Insurable Earnings**

Without prejudice to the number of hours actually worked by an individual Occasional Teacher in connection with the Occasional Teacher's professional duties and for the limited purpose of completing the forms under the *Employment Insurance Act* and without prejudice to the respective positions of the Board and Union as to the number of hours worked on a daily basis by the average Occasional Teacher.

The undersigned parties have considered Section 10 of the regulation set out in the Canada Gazette, Part II, Vol. 130. No. 14 pertaining to Section 55 of the Employment Insurance Act. Section 10 provides methods so that employers can complete the Records of Employment for workers not paid on an hourly basis.

The parties agree, pursuant to Subsection 10 (2) of this regulation that eight (8) hours per day is a reasonable description of the hours of work of an Occasional Teacher in a full-time assignment and that it is reasonable to pro-rate the daily hours of part-time Occasional Teachers accordingly.

41.11 BENEFITS

Benefits shall be made available to Occasional Teachers in accordance with Part A: C7.00 and the terms and conditions of the OSSTF Employee Life and Health Trust.

41.12 ORIENTATION PROCESS

- (a) The Board will provide an orientation procedure for Occasional Teachers newly added to the Occasional Teacher Roster prior to the start of the school year and once during the school year if there is sufficient interest. It is understood that participation by the Occasional Teacher in such orientation will be voluntary and unpaid.

41.13 PROFESSIONAL GROWTH

Occasional Teachers in long term assignments shall not normally be appraised more than once per school year.

APPENDIX A
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: ARTICLE 17.02 – Voluntary Transfer List (VTL)

The Board shall ensure that teachers have the opportunity to add their names to a Voluntary Transfer List. Beginning on the first day of school in September and ending on the last school day before March 1, teachers wishing to transfer all or part of their FTE status to a different school shall have the opportunity to add their names to the List. The Board shall compile the finalized List on or before March 15 and provide a copy to the Bargaining Unit President.

The List shall contain each teacher's name, qualifications, FTE status, list of preferred qualified subjects, list of unqualified subjects/courses they provide mutual agreement to teach in accordance with Reg 298, and list of destination schools.

Upon written request via email to the Director or designate, teachers can request their name be removed from the Voluntary Transfer List up to the last school day prior to April 10. It will be understood that Teachers who remain on the Voluntary Transfer List after April 10 have provided consent to a voluntary transfer during the Spring Staffing process.

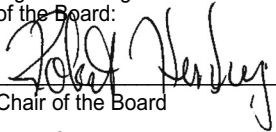
All voluntary transfers will be considered in order of seniority. In the case where the vacancy is an exact match to the teacher's qualifications and FTE status, a transfer shall occur. In the case where the vacancy is not an exact match to the teacher's qualifications but there is a match of FTE status at that site, where the teacher wishes to transfer by mutual consent, a transfer may occur at the sole discretion of the principal.

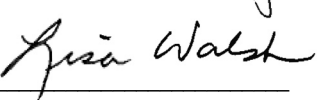
This Letter of Understanding shall be in effect for the time period of September 1 2020 to August 30, 2022 inclusive, but can be extended by mutual agreement.

The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

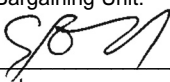
Dated at Seaforth, Ontario, this 16th day of July 2021.

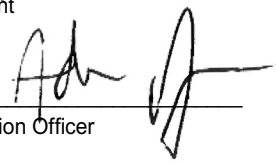
Signed and agreed on behalf
of the Board:


Chair of the Board


Director of Education

Signed and agreed on behalf
of the Bargaining Unit:


President


Federation Officer

APPENDIX B
QUALIFICATIONS AND CALCULATION OF THE
SEVERANCE PAYMENT PLAN RE: HURON COUNTY

1. This plan shall apply to all full-time and part-time teachers employed by the Board.
2. A teacher who has completed twelve (12) years service with the Board and who is eligible for a pension under the provisions of the *Teachers' Pension Plan Act* shall be entitled to a Severance Payment on termination of employment.

A teacher's part-time or full-time teaching shall be counted as one (1) year of full service in meeting the twelve years of service requirement.

3. The amount of the Severance Payment shall be calculated as follows:

$$\frac{N}{200} \times \frac{S}{2} \quad \text{where}$$

N is the number of unused accumulated sick leave credit days at the time of separation from the Board (maximum of 200).

S is the final annual rate of salary at the date of separation from the Board.

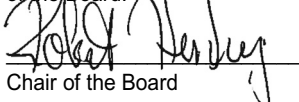
APPENDIX C
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: TECHNOLOGY IN THE CLASSROOM

The parties recognize the impact of the use of technology on the administrative functions which are part of teachers' roles. The Board agrees to provide teachers who are required to use computerized evaluation reporting systems reasonable access to computers in the school. Wherever possible, and except in the case of emergencies, teachers will be required to enter data only once for each required evaluation period, providing a hard copy of the data to the school office.

The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

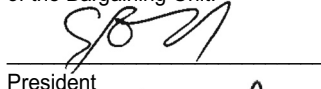
Dated at Seaforth, Ontario, this 16th day of July 2021.

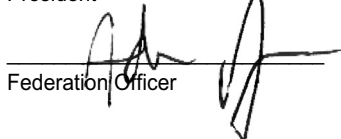
Signed and agreed on behalf
of the Board:


Chair of the Board


Director of Education

Signed and agreed on behalf
of the Bargaining Unit:


President


Federation Officer

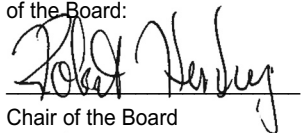
APPENDIX D
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: PROVISION OF LESSON PLANS

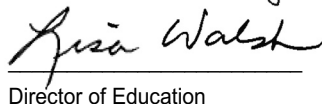
When a teacher plans to be absent from regular classroom duty on a short term basis (one or two days), it will be the responsibility of the teacher to prepare an appropriate amount of work for the period or periods for which they will be absent. In anticipation of unplanned absences, when requested by the Principal, teachers will submit in advance a minimum of two lessons of a generic nature that may be assigned at any time. The intent of these lessons is to ensure that the students are engaged in active learning for which they will be held responsible.

The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

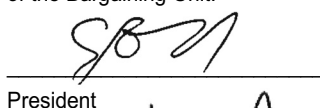
Dated at Seaforth, Ontario, this 16th day of July 2021.

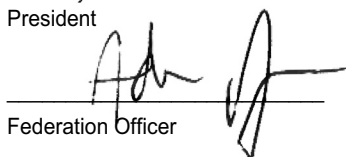
Signed and agreed on behalf
of the Board:


Chair of the Board


Director of Education

Signed and agreed on behalf
of the Bargaining Unit:


President


Federation Officer

APPENDIX E
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: ARTICLE 32

Where the Board proposes to transfer a teacher because, in the Board's opinion, the teacher would benefit from a fresh start at a different school, the Board will explain to the teacher and the Union its reasons before initiating the transfer.

Where the Board proposes to transfer a teacher or teachers in order to improve the distribution of teachers with particular qualifications at a school or schools, prior to initiating the transfer or transfers the Board will:

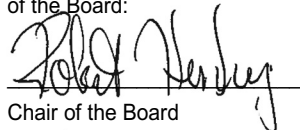
- i) meet with the Union to discuss the need for the proposed transfer or transfers; and
- ii) canvass all staff for qualified volunteers who wish to transfer to the school or schools in question.

Following the canvass referred to above, the Board will determine which teacher or teachers will be transferred. In making this decision, the Board shall not be required to select from teachers who volunteered in response to the canvass.

The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

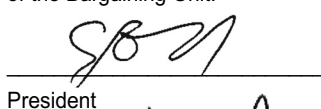
Dated at Seaforth, Ontario, this 16th day of July 2021.

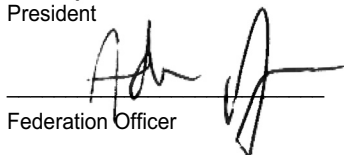
Signed and agreed on behalf
of the Board:


Chair of the Board


Director of Education

Signed and agreed on behalf
of the Bargaining Unit:


President


Federation Officer

APPENDIX F
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: PROFESSIONAL DEVELOPMENT PLAN

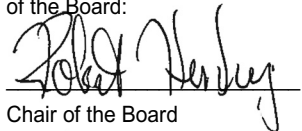
The parties agree that should a PA Day be scheduled at the end of January exam period, such a PA Day will be designated as a turnaround day for the purpose of self-directed preparation for the next semester.

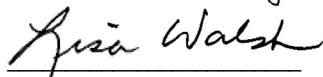
Staff meetings called by the Principal or designate on this turnaround day will not be longer than sixty (60) minutes in duration.

The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

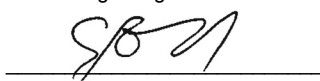
Dated at Seaforth, Ontario, this 16th day of July 2021.

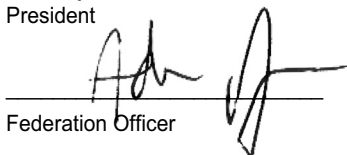
Signed and agreed on behalf
of the Board:


Chair of the Board


Director of Education

Signed and agreed on behalf
of the Bargaining Unit:


President


Federation Officer

APPENDIX G
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: Teachers Surplus to the Needs of the System

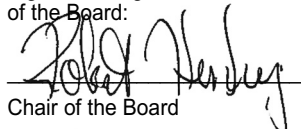
A teacher that is assigned to a vacancy during the period from April 15 to June 30 of the current school year but will not retain the sections so assigned, given their seniority through the staffing process will be informed in the letter of employment, given at the time of hire, that they will not receive a redundant letter but will nonetheless be redundant in the following year for the aforementioned sections.

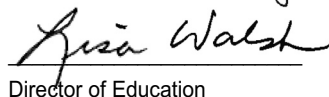
For the next school year, the teacher shall be placed on the recall list, Possibly-Redundant Pool or reduced group and awarded sections as per Article 17.

The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

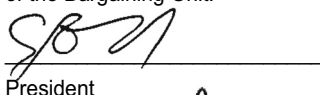
Dated at Seaforth, Ontario, this 16th day of July 2021.

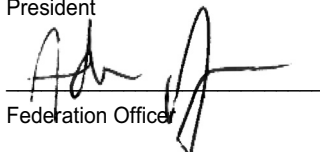
Signed and agreed on behalf
of the Board:


Chair of the Board


Director of Education

Signed and agreed on behalf
of the Bargaining Unit:


President


Federation Officer

THIS LOU WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

**LANGUAGE FROM SEPTEMBER 1, 2014 – AUGUST 31 2017, AND EXTENSION UNTIL
AUGUST 31, 2019**

LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: RETIREE MEMBERSHIP IN BENEFIT PLANS

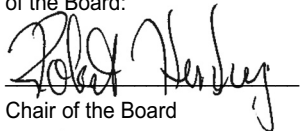
Appendix G applies only to those teachers who retired from the Board prior to August 31, 2013:

The Board agrees that for the duration of this collective agreement, notwithstanding Article 12.01 (i), the premium rates for retirees will be the same as the group rates for active teachers.

The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

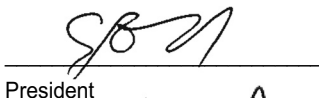
Dated at Seaforth, Ontario, this 16th day of July 2021.

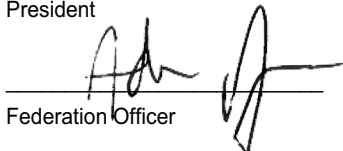
Signed and agreed on behalf
of the Board:


Chair of the Board


Director of Education

Signed and agreed on behalf
of the Bargaining Unit:


President


Federation Officer

APPENDIX H
LETTER OF UNDERSTANDING
between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: ADDITIONAL QUALIFICATIONS COURSES

The Board agrees that when AQ courses are offered to Secondary School Teachers, a minimum of one seat, up to ten percent (10%) of the available seats will be allocated to members of OSSTF District 8, Occasional Teachers' Bargaining Unit to attend voluntarily, on an unpaid basis. Mileage and any other additional costs shall be borne by the member(s).

For clarification:

<20 seats = 1 seat for OT,

>=20 and <30 = 2 seats for OTs,

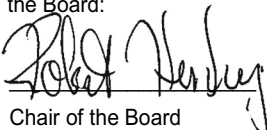
>=30 and <40 = 3 seats for OTs.

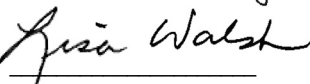
This letter expires on August 31, 2022.

The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

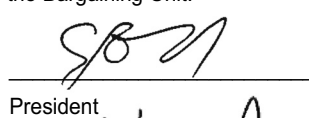
Dated at Seaforth, Ontario, this 16th day of July 2021.

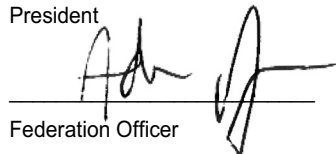
Signed and agreed on behalf of
the Board:


Chair of the Board


Director of Education

Signed and agreed on behalf of
the Bargaining Unit:


President


Federation Officer

APPENDIX I
LETTER OF UNDERSTANDING
Between
THE AVON MAITLAND DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION
DISTRICT 8 TEACHER BARGAINING UNIT
RE: OCCASIONAL TEACHER ROSTER

Effective as at date of ratification, Articles 41.07(f) and 41.07(g) OCCASIONAL TEACHER ROSTER will be suspended and the following pilot project will be in effect until August 30, 2022.

The Board agrees to review the composition of the Occasional Teacher Roster annually to ensure that it contains only the names of those Occasional Teachers actively seeking assignments. An Occasional Teacher who has not worked a minimum of twenty (20) days over the course of the school year may be removed from the Occasional Teacher Roster. The names of the Occasional Teachers who do not respond to the Board's annual review of the Roster may be removed from the Roster effective the following school year.

The Board's electronic call out system (currently SmartFind Express) will call Occasional Teachers on the Roster according to qualifications and designated preferred work locations, as per current practice, as the first tier call-out.

If any job remains unfilled after exhausting the above process during the normal call-out time-frames, there will be a second tier of calling via the electronic call out system. Individuals being contacted in the 2nd tier callout 'emergency list' include OTs on the Roster who are willing to be contacted outside their preferred work locations, and Retirees of District 8 OSSTF who are in good standing with the OCT who have elected to be on the emergency list, as well as other qualified candidates as deemed appropriate by the Board.

A call from the electronic call out system will be categorized as an offer of work to Occasional Teachers on the Roster in the first tier call-out but not in the second tier call-out.


A copy of the second tier call-out list will be provided to the Bargaining Unit President prior to the end of the first week of the school year in September.

The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

Dated at Seaforth, Ontario, this 16th day of July 2021.

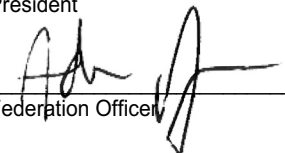
Signed and agreed on behalf
Of the Board:


Chair of the Board


Director of Education

Signed and agreed on behalf
of the Bargaining Unit:


President


Federation Officer

APPENDIX J
Letter of Understanding
Between
the Avon Maitland District School Board
and
the Ontario Secondary School Teachers' Federation
District 8 Teacher Bargaining Unit
Re: Occasional teacher memo regarding professional growth

Within 60 days of ratification, the Board and Bargaining unit agree to meet to strike a committee to collaborate on a joint memo that will be shared with the board's Principals and Vice Principals and occasional teachers once each semester to describe the purposes and scope of occasional teacher professional growth.

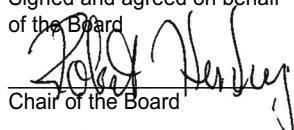
The committee shall be made up equally of members of the bargaining unit and the board not to exceed 6 members.

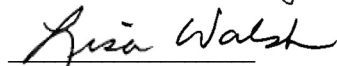
The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

This Letter of Understanding expires August 30, 2022.

Dated at Seaforth, Ontario, this 16th day of July 2021.

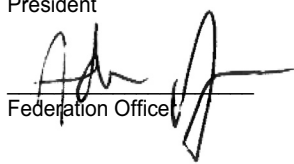
Signed and agreed on behalf
of the Board


Chair of the Board


Director of Education

Signed and agreed on behalf of the
of the Bargaining Unit


President


Federation Officer

APPENDIX K
Letter of Understanding
Between
the Avon Maitland District School Board
and
the Ontario Secondary School Teachers' Federation
District 8 Teacher Bargaining Unit
Re: Callout window - Article 41.07(q)

The parties agree to meet as a committee and as needed to discuss the implementation, and effectiveness of the callout window as identified in Article 41.07(q). Should the parties agree that changes to the callout window are necessary, such changes shall be published in writing to all occasional teachers prior to the implementation of any change in the callout parameter.

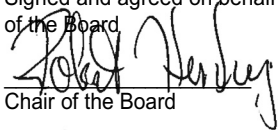
The committee shall be made up equally of members of the bargaining unit and the board not to exceed 6 members.

The terms of this Letter of Understanding are grievable and arbitrable under Article 16 of the Collective Agreement.

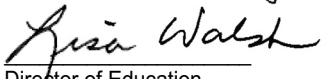
This Letter of Understanding expires August 30, 2022.

Dated at Seaforth, Ontario, this 16th day of July 2021.

Signed and agreed on behalf
of the Board

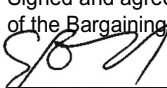


Chair of the Board

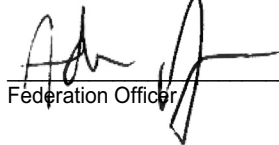


Director of Education

Signed and agreed on behalf of the
of the Bargaining Unit



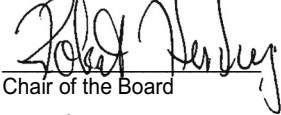
President



Federation Officer

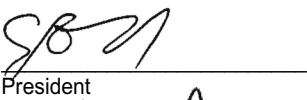
Dated at Seaforth, Ontario, this 16th day of July 2021.

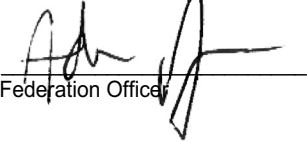
Signed and agreed on behalf of the
Avon Maitland District School Board


Chair of the Board


Director of Education

Signed and agreed on behalf of the
OSSTF – District 8

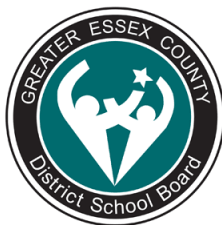

President


Federation Officer

COLLECTIVE AGREEMENT

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL
BOARD
(hereinafter called "THE BOARD")**



and



**THE ONTARIO SECONDARY SCHOOL TEACHERS'
(hereinafter called "THE OCCASIONAL TEACHERS")**

EFFECTIVE PERIOD: September 1, 2019 – August 31, 2022

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PART A

CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this

collective agreement, the definition in that part, or any existing local interpretation shall prevail.

- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.

- ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
- iii. The Crown shall make only one payment under b).
- iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
September 1, 2019: 4%
September 1, 2020: 4%
September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage

under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.

- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

d) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.

- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

e) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

f) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and

tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.

- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional	
Please check one:	
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.	
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3	
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.	
First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____
Date of Assessment: dd mm yyyy	

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of hand(s): <table> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy			

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

**LETTER OF AGREEMENT #2
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

**LETTER OF AGREEMENT #3
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
 - b) Discussions may only include local language pertaining to class size and PTC or equivalent.

- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.

- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**LETTER OF AGREEMENT #5
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

**LETTER OF AGREEMENT #6
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

**LETTER OF AGREEMENT #7
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

**LETTER OF AGREEMENT #10
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

**LETTER OF AGREEMENT #11
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

**LETTER OF AGREEMENT #12
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

**LETTER OF AGREEMENT #13
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

**LANGUAGE FROM SEPTEMBER 1, 2014 - AUGUST 31, 2017
AND EXTENSION UNTIL AUGUST 31, 2019**

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;

- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement ("OSSTF represented employees") and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply

with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
 - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each

employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.

- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.

- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
- i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
- i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,
- then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.

- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;

- c. Identifying efficiencies that can be achieved;
- d. Adopting an Investment Policy; and
- e. Adopting a Funding Policy.

5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
- b. Fund claims stabilization or other reserves;
- c. Improve plan design;
- d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL
AUGUST 31, 2019**

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17

weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year. Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”
[insert current Retirement Gratuity language from local collective agreement]

PART B

LOCAL TERMS

ARTICLE L1 – PURPOSE AND SCOPE

- L1.1 It is the intent and purpose of the parties to this Agreement to maintain harmonious relationships between the Board and the Ontario Secondary School Teachers' Federation with respect to the Occasional Teachers covered by this Agreement.
- L1.2 Except for error, omission or inadvertence, it is the intent of the parties and the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries, allowances and related benefits, and to provide machinery for the settlement of all matters in dispute between the parties that arise out of this Agreement.
- L1.3 This Collective Agreement shall apply to all Occasional Teachers who, from time to time, are included on the Roster in accordance with the provisions of this Collective Agreement.

ARTICLE L2 – RECOGNITION

- L2.1 The Board recognizes the Ontario Secondary School Teachers' Federation as the exclusive bargaining agent authorized to represent all Occasional Teachers employed by the Board in its secondary schools and to negotiate on their behalf, and the OSSTF recognizes the Negotiating Committee of the Board as the official committee authorized to represent the Board and to negotiate on its behalf for the purposes of this Agreement.
- L2.2 The Board recognizes the right of District 9 to authorize the Occasional Teachers' Branch, District 9, O.S.S.T.F. or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2.3 The Occasional Teachers agree to supply the Board with the names of its current officials and committee members.
- L2.4 The Board recognizes the right of the Occasional Teachers to have District 9 O.S.S.T.F. officers and/or legal counsel present during any meetings with Board representatives when a potential discipline or discharge is being investigated.
- L2.5 O.S.S.T.F. recognizes the right of the Board to authorize any advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2.6 Part-time permanent or part-time probationary teachers who are accepted by the Board for additional employment as Occasional Teachers shall be covered by this Agreement in respect of such occasional teaching employment.

- L2.7 During an orientation session, the Union will be given an opportunity to address new secondary occasional teachers on matters that relate to their relationship with the Union.

ARTICLE 3 – DEFINITIONS

- L3.1 A teacher is an "Occasional Teacher" if he or she is employed by the District School Board to teach as a substitute for a teacher or temporary teacher who is or was employed by the Board in a position that is part of its regular teaching staff including continuing education teachers but,
- (a) if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as a substitute for him or her shall not extend past the end of the school year in which the death occurred; and
 - (b) if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.
- L3.2 "Daily Occasional Teacher" means a teacher who is required to teach under Section 3.01 for a period that is less than ten (10) consecutive teaching days.
- L3.3 "Long Term Occasional Teacher" means a teacher who is required to teach under Section 3.01 for a period of ten (10) or more full or part-time consecutive teaching days in the same assignment.
- L3.4 "Probationary Occasional Teacher"
- (a) Effective September 1, 2001 a probationary Occasional teacher means an Occasional Teacher who shall be on probation for one year.
 - (b) It is expected that during the probationary period there will be two (2) satisfactory evaluations completed by a Principal or Vice-Principal. Occasional Teachers are encouraged to request such evaluations be completed by a Principal or Vice-Principal.
- L3.5 "Teacher" means a permanent, probationary or temporary teacher as defined in the Education Act and does not include an Occasional Teacher.
- L3.6 "Roster" means a list of all Occasional Teachers who have been accepted by the Board to teach as Occasional Teachers in the secondary panel.
- L3.7 "Qualified" means an Occasional Teacher who holds a valid Certificate of Qualification issued by the Ontario College of Teachers or equivalent standing.

- L3.8 "Federation" means the Ontario Secondary School Teachers' Federation (O.S.S.T.F.).
- L3.9 "District 9" means District 9 of the Ontario Secondary School teachers' Federation.
- L3.10 "Board" means the Greater Essex County District School Board.
- L3.11 "Union" means the Ontario Secondary School Teachers' Federation representing Occasional Teachers in the secondary panel.

ARTICLE L4 – MANAGEMENT RIGHTS

- L4.1 O.S.S.T.F. recognizes that the Board has the right, duty and responsibility to provide, operate and manage the secondary schools under its jurisdiction **in a reasonable manner**. The Board agrees, however, that it will not exercise any of its rights or make or alter any rules or regulations for the purpose of restricting or limiting the rights of its Occasional Teachers as granted and preserved in this Agreement.
- L4.2 (a) The OSSTF Occasional Teachers' Local Bargaining Unit further recognizes the right of the Board to discharge, suspend and discipline Occasional Teachers with just cause following a meeting with the Occasional Teacher to discuss the issue and subject to the right of an Occasional Teacher to lodge a grievance in accordance with Article 8 of the Collective Agreement.
- (b) Such cause shall be communicated in writing to the Occasional Teacher with a copy to the President of the Union and the appropriate Superintendent, within ten (10) working days from the time the teacher is informed of such action.
- (c) The Occasional Teacher shall have the right to have a representative of the Federation present at any meeting referred to in 4.02 (a) and shall be informed of this right by the supervisor.
- (i) **If the Board notifies an Occasional teacher through an email about attendance concerns that could lead to discipline, the Board agrees to carbon copy the Union President.**

If the Board notifies an Occasional teacher through an email about attendance concerns that could lead to discipline, the Board agrees to carbon copy the Union President.

- (d) If a Daily Occasional Teacher is required to attend a discipline meeting during the instructional day, the Daily Occasional Teacher shall be paid one half the daily rate. If on the meeting day attendance at this meeting causes the Daily Occasional Teacher to miss a previously scheduled full day assignment, the Daily Occasional Teacher will be paid for that assignment.
 - (e) When possible, if an Occasional Teacher is required to attend a meeting which could lead to discipline, the Occasional Teacher shall be informed as to the date, period of the day and location of the alleged incident as best known at the time of notification.
- L4.3 The Board agrees to consult with District 9 concerning policy changes that are not subject to this Collective Agreement that may affect the working conditions of the Occasional Teachers prior to the implementation of such changes. Such consultation may be initiated by either party.

ARTICLE L5 – STRIKES AND LOCKOUTS

- L5.1 The Board agrees that there shall be no lockout of Occasional Teachers and District 9 agrees that there shall be no strike of Occasional Teachers during the term of this Agreement. Lockouts and strikes shall be as defined in the Ontario Education Act.
- L5.2 Any dispute between this Board and its teachers in the secondary panel shall not be considered as a violation of this Agreement. Occasional Teachers shall not be required to take the place of teachers should such a dispute arise.

ARTICLE L6 – NO DISCRIMINATION HARASSMENT AND OBJECTIONABLE BEHAVIOUR

- L6.1 The parties agree that there shall be no interference, restraint, coercion or discrimination practiced against employees on the grounds of O.S.S.T.F. membership or as highlighted within the Ontario Human Rights Code, including but not limited to race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, same-sex partnership status, sex including gender/identity expression, sexual orientation, sex, age, record of offences for which a pardon has been granted, marital status, family status or disability.
- L6.2 The Board and the Union agree that discrimination **and** harassment are unacceptable and it is a joint responsibility to maintain **and promote a workplace that is free from** discrimination **and** harassment.
- L6.3 For the purpose of this Article, all references can include discrimination, **and/or** harassment whichever is relevant to the incident and shall be subject at a minimum, to the provisions, procedures and regulations per the current Board policies on **Workplace Harassment / Workplace Sexual Harassment Prevention Management Program**. No changes will be made to the aforementioned Policies and Procedures without consultation with the O.S.S.T.F. Occasional Teacher Bargaining Unit President.

ARTICLE L7 – MEMBERSHIP AND CHECKOFF

- L7.1 All Occasional Teachers shall, as a condition of employment, either maintain membership in O.S.S.T.F or join O.S.S.T.F. within thirty (30) days after the signing of this Agreement and remain members in good standing or if they are not or do not become members, shall pay the equivalent of dues to O.S.S.T.F. in accordance with Section 43 of the Ontario Labour Relations Act. All new employees shall, as a condition of employment, join O.S.S.T.F. within thirty (30) days of employment and remain members in good standing.
- L7.2 The Board shall deduct from every wage payment to an Occasional Teacher any fees levied in accordance with the constitution and bylaws of O.S.S.T.F. These deductions shall be remitted to the Treasurer of O.S.S.T.F. not later than the fifteenth (15th) day of each month following, and shall be accompanied by a list of the names of all Occasional Teachers from whose wages the deductions have been made.
- L7.3 District 9 will provide the Board with a copy of the motion(s) passed at a general meeting of District 9 authorizing the Board to deduct from the payroll of all Occasional Teachers such amounts as are authorized and the Board will forward such deductions to District 9.
- L7.4 O.S.S.T.F. agrees to indemnify and save harmless the Board from any and all of the consequences of making and paying deductions to O.S.S.T.F. in accordance with this article.
- L7.5 (a)** The Board agrees to provide the Union with list of Occasional Teachers covered by this Collective Agreement **which will include name, hire date and** major/minor subject area qualifications, rank and long term status. This list will be provided by October 31st and March 15th of each year.
- (b) The Board will provide a list of members who are approved for leaves according to Article L16 by October 15th of each year.**
- (c) The Board agrees to provide a list of all members' in long term and their locations by September 15th and February 15th of each year.**
- (d) The Board agrees to provide a list of all members' availability or FTE by October 31st.**

ARTICLE 8 – GRIEVANCE PROCEDURE

- L8.1 (a) A "grievance" is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, including any questions as to whether or not a matter is arbitrable.
- (b) A "party" shall be defined as:

- (i) bargaining Unit;
- (ii) the Board

(c) "Days" shall mean regular work days unless otherwise indicated.

A teacher shall have the right to have present a representative from the O.S.S.T.F. Occasional Teacher Bargaining Unit to assist the teachers at any stage in this grievance and arbitration procedure.

L8.3 Procedure - Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the teacher with the Principal within ten (10) days of the time the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, the Bargaining Unit may file a formal grievance at Step One, within ten (10) days of the informal stage.

Step One

The Bargaining Unit may initiate a written grievance with the appropriate Superintendent or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the Collective Agreement AND
- (ii) a statement of the facts to support the grievance; AND
- (iii) the relief sought; AND
- (iv) the signature of the duly authorized official of the Bargaining Unit

Step Two

If no settlement is reached at Step One, the Bargaining Unit, may, within ten (10) days of receipt of the written reply of the appropriate Superintendent or designate, refer the matter to the Director's Council. The Director's Council shall provide a response to the grievance in writing within ten (10) days after the receipt of the grievance.

L8.4 If the reply of the Director's Council is unacceptable to the Bargaining Unit, it may, within ten (10) days of receiving the written reply of the board, apply for arbitration.

Failure to proceed with the notice for arbitration within the ten (10) days will result in forfeiture of rights to the grievance procedure.

L8.5 Policy and Group Grievances

The Bargaining Unit has the right to file a policy grievance or group grievance on behalf of two or more teachers who are similarly affected as a result of an alleged violation of the Collective Agreement. The board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step one except that a Board grievance shall be filed with the President of the Bargaining Unit at Step Two. The president of the Bargaining Unit, after discussing the grievance with the Bargaining Unit Executive shall provide a response in writing within ten (10) days after receipt of the grievance.

L8.6 Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to respond to the grievance within the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.

L8.7 Arbitration

- (a) Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure established by this Agreement, notify the other party of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within fifteen (15) school days after receiving the reply under Step Two. The arbitrator will be selected by the parties. If the two parties fail to agree upon an arbitrator, the appointment shall be made by the Ontario Labour Relations Board upon the request of either party.
- (b) The Arbitrator shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher or Board affected by it.
- (c) The single Arbitrator shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.
- (d) The single Arbitrator shall have the exclusive jurisdiction to hear and determine the matter referred to him or her, including any question as to whether a matter is arbitrable and any question as to whether the request was timely.
- (e) Notwithstanding the above, the parties may agree to the appointment of an Arbitration Board with each party naming a nominee by mutual consent.

L8.8 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.

L8.9 Should the processing or investigation of a grievance require that a grievor or the Bargaining Unit representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the appropriate Superintendent or designate.

L8.10 Cost of Arbitration

The fees for a single Arbitrator, or a Chair of a Board of Arbitration shall be shared equally by the parties.

Other costs incurred by each party shall be the responsibility of that party.

ARTICLE L9 – RATES OF PAY

L9.1 The Board shall pay rates of remuneration in accordance with the following:

Daily Rate of Qualified Daily Occasional Teachers (inclusive of vacation and statutory holiday pay).

<u>Date</u>	<u>Base Rate</u>	<u>Vacation</u>	<u>Stat Holiday</u>	<u>Total</u>
August 31, 2019	\$222.19	\$8.89	\$6.67	\$237.74
September 1, 2019	\$224.41	\$8.98	\$6.74	\$240.12
September 1, 2020	\$226.65	\$9.07	\$6.80	\$242.52
September 1, 2021	\$228.92	\$9.16	\$6.87	\$244.95

Daily Rate of Unqualified Daily Occasional Teachers:

Effective September 1, 2004, the daily (short term) rate for Unqualified Occasional Teachers shall be 80% of the daily rate for Qualified Daily Occasional Teachers.

Qualified Long Term Occasional Teacher Rate

A qualified Long Term Occasional Teacher shall be placed on the Secondary Teachers' Salary Grid in accordance with the recognized teaching experience and category placement effective on the tenth (10) consecutive teaching day and retroactive to the first (1st) day the Occasional Teacher began the long term occasional teaching assignment. The Long Term Occasional Teacher shall continue to be paid according to the Secondary Teachers' Salary Grid until the expiration of the assignment. It is understood and agreed that the salary of the Long Term Occasional Teacher includes vacation and statutory holidays.

Unqualified Long Term Occasional Teacher Rate

An unqualified Long Term Occasional Teacher shall be placed on the Secondary Teachers' Salary Grid at minimum Category I effective on the tenth (10th) consecutive teaching day and retroactive to the first (1st) day the Occasional Teacher began the long term occasional teaching assignment.

The Occasional Teacher shall continue to be paid according to the Secondary Teachers' Salary Grid at minimum Category I until the expiration of the assignment. It is understood and agreed that the salary of the Long Term Occasional Teacher includes vacation and statutory holidays.

- L9.2 Effective Sept. 1, 2001 for the purpose of calculating the rate of a Long Term Occasional Teacher, the calculation shall be made on the basis of one-hundred and ninety-four (194) days.
- L9.3 Where a Long Term Occasional Teacher is employed on a part-time basis to replace a contract teacher, the Occasional Teacher's rate of pay, according to the provisions of Section 9.01 of the Agreement, shall be prorated in the same ratio as the part-time employment bears to the full-time employment of the contract teacher being replaced.

ARTICLE L10 – QUALIFICATIONS

- L10.1 Category definitions shall be those outlined by the Ontario Secondary School Teachers' Federation Certification which is in effect at the time of the ratification of this Agreement.
- L10.2 Documentary proof of qualifications and experience shall be incumbent on all Occasional Teachers.
- L10.3 (a) Where a teacher has notified the Board in writing by November 30 of any school year that **they are** expecting a change in category or qualifications, for qualifications completed by September 1 of the same year, the increased salary will be paid retroactive to September 1 of the year in which notice was given, on receipt of the documentary evidence on or before May 31 of the same school year, or such other date as may be mutually agreed on.
- (b) Where a teacher has notified the Board in writing by March 1 of any school year that **they are** expecting a change in category or qualifications, for qualifications completed by January 1 of the same year, the increased salary will be paid retroactive to January 1 of the year in which notice was given, on receipt of the documentary evidence on or before May 31 of the same school year, or such other date as may be mutually agreed on.

ARTICLE L11 – RECOGNIZED TEACHING EXPERIENCE

- L11.1 Previous contract teaching experience in Ontario or equivalent as well as previous occasional teaching experience recognized by the predecessor Boards shall be recognized as teaching experience for the purpose of placing a Long Term Occasional Teacher on the Secondary Teachers' Salary Grid.
- L11.2 In addition to Article L11.1, long term occasional teaching experience in Ontario accumulated after September 1, 1998 and short term (daily) occasional teaching experience with the Greater Essex County District School Board accumulated after September 1, 2002 shall be recognized as teaching experience for the purpose of placing a Long Term Occasional Teacher on the Secondary Teachers' Salary Grid.

Any long term occasional teaching experience recognized by the predecessor Boards prior to September 1, 1998 shall also be recognized.

L11.3 Experience calculated shall be added to an Occasional Teacher's previous experience and shall be effective as of the next school year.

L11.4 Teaching experience shall be calculated on the basis that one hundred and ninety four (194) days equals one (1) full year. Teaching experience earned under Articles L11.01 and L11.02 shall be cumulative from year to year and shall be calculated as follows:

each full year of experience shall count as one (1) year;
for grid purposes, any remaining fraction of a year shall be calculated as follows:

- | | | | |
|------|---|---|---------------------------|
| i) | less than .4 of a year | - | no credit in a given year |
| ii) | .4 of a year and less than .8 of a year in a given year | - | 1/2 year credit |
| iii) | .8 of a year and up to 1.0 of a year in a given year | - | 1 year credit |

L11.5 In addition to the experience recognized above, previous teaching experience in **Continuing Education with the Board (i.e. Summer School and Night School)** shall be recognized as teaching experience for the purpose of placing a teacher on the salary grid. Such teaching experience shall be calculated on the basis of one (1) credit equal to one- sixth (1/6) of one year.

Teaching experience under this section shall be cumulative from year to year and shall be calculated as follows:

1. each full year shall count as one (1) year. In any one (1) school year, no teacher shall accumulate experience exceeding one (1) full year.
2. any remaining credits shall be calculated on a semester basis each September as follows:
 - i) one (1) credit - no experience
 - ii) two (2) credits - 1/4 year experience
 - iii) three (3) or more credits - 1/2 year experience

L11.6 Effective September 1, 2001, each year of business or industrial experience for Long Term Occasional Teachers in technological studies assignments shall count as one year of teaching experience on the grid to a maximum of six years.

ARTICLE L12 – REPORTING PAY

- L12.1 An Occasional Teacher who reports for an assignment and who is not required by the principal shall be paid for one-half (1/2) day and shall be assigned professional duties by the principal for one-half (1/2) day. It is understood that the Occasional Teacher shall be paid only upon accepting the assignment given by the principal for that half day.

ARTICLE L13 – PROFESSIONAL ACTIVITY

Note: Refer to Central Terms Occasional Teachers and PA Days, C.12.0 p. 19

- L13.1 When a Professional Activity/Development Day is scheduled during the period of a Long Term Occasional Teacher's assignment, the Occasional Teacher shall participate in the activities for that day and it shall be considered as part of the current assignment. A Professional Development Day shall not break the continuity of an assignment.
- L13.2 Should a Professional Activity/Development Day occur during the term of a long term assignment (including the end of a school term), the Professional Activity/Development Day shall be considered as part of the long term assignment and the occasional teacher will participate in the school's activities or professional development for that day(s) and be eligible for the occasional teacher's predetermined grid pay as in the rest of the long term assignment. For clarity in addition to any other definition of a long term assignment in this collective agreement, the term of a long term assignment shall be determined as the period of time that the teacher being replaced is away from work, as long as the notification timelines for long term assignments are met and the long term Occasional Teacher is in place.
- L13.3 The Board shall, upon request, provide information to the President of the Occasional Teachers for District 9 and/or **their** designate, about activities planned for each professional activity day, Board sponsored workshop, course and curriculum meeting. Daily Occasional Teachers may participate on a voluntary basis subject to the availability of space.
- L13.4 For each Occasional Teacher who is on a Board recognized committee, the Board will pay, at the daily rate of the Long Term Occasional Teacher or at the basic rate for an Occasional Teacher who is not on a long term assignment, for scheduled occasional teaching time lost while attending meetings with the Board or officials, provided the meeting was called or sanctioned by the Board or its management representatives.
- L13.5 (a) The **appropriate identified** Superintendent will meet annually with representatives of the bargaining unit to discuss the Board's role in a professional development day for Secondary Occasional Teachers.
- (b) If funding specific to occasional teacher professional development is allocated by the Ministry of Education, the Board will make those funds available to be used for PD sessions, whereby the **appropriate identified** Superintendent and the OT President will discuss the allotment of the funds to be used in the relevant OT workshop(s).

ARTICLE L14 – MISC. LEAVES FOR LONG TERM OCCASIONAL TEACHERS

- L14.1 (a) A Long Term Occasional Teacher will be allowed leaves without loss of salary, benefits or experience as described hereunder:
- i) up to five (5) days compassionate leave in the event of the death of a spouse, parent, step-parent, child, step-child, brother, stepbrother, sister, step-sister, mother or father-in-law, total dependent.
 - ii) up to three (3) days compassionate leave for the attendance of the long term occasional teacher at the funeral of a son-in-law or daughter in law, brother-in-law or sister-in-law, grandparents or grandchildren.
 - iii) up to one (1) day compassionate leave for the funeral of a close personal friend or relative not mentioned above.
- (b) A Long Term Occasional teacher will be allowed leave without loss of salary for the following:
- i) jury duty
 - ii) quarantine
 - iii) subpoena
 - iv) birth or adoption (2 days)
- (c) A Long Term Occasional teacher will be allowed leave with loss of salary for the following:
- i) examination
 - ii) graduation
- (d) A long term occasional teacher will be allowed up to two (2) personal leave days in a school year.
- (i) The Long Term Occasional Teacher is not required to provide a reason to Administration / Superintendent.**
- (ii) These days cannot be used to extend any other type of leave or break, i.e. Christmas or March Break, Summer Holiday and/or statutory Holidays. Exceptions may be made by the Superintendent of Human Resources or designate.** The Long Term Occasional Teacher shall reimburse the Board for the cost of the daily Occasional Teacher employed on the day of the personal leave.
- L14.2 Leaves under this article, as well as an appearance in a grievance/ arbitration proceeding, shall not be considered as having interrupted the Occasional Teacher's long term assignment.

ARTICLE L15 – PREGNANCY / ADOPTION / PATERNITY LEAVE

Note: Refer to Central Terms Letter of Agreement #6 Status Quo Central Items as Modified by this Agreement, p. 47-48

L15.1 (a) The Board will grant pregnancy/adoption/parental leaves according to the requirements of the Employment Standards Act.

A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. A parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes in to the custody, care and control of a parent for the first time.

- (i) The maximum length of a pregnancy/adoption/parental leave shall not exceed two (2) years and shall terminate on a date mutually agreed to by the Occasional Teacher and the appropriate Superintendent. The return date will be determined prior to the commencement of the leave.
- (ii) In special circumstances, a leave of absence beyond that provided for in (i) above may be granted by the appropriate Superintendent upon a request by an Occasional Teacher, such leave to terminate on a date mutually agreed by the teacher and appropriate Superintendent but not to exceed beyond the end of the school year.

The Board's obligation to reinstate the employee ends at the expiration of the maximum weeks leave of absence allowed under the Employment Standards Act, allowing sufficient time for the employee to report, provided a longer pregnancy/adoption/parental leave has not been granted under (c) (i) or (ii) above.

An Occasional Teacher on pregnancy/adoption/parental leave shall be entitled to accumulation of credit for seniority and teaching experience and the Board's contribution to benefits for the maximum weeks allowable, in accordance with the Employment Standards Act.

For the period of a pregnancy/adoption/parental leave in excess of the maximum weeks allowable in accordance with the Employment Standards Act, the employee shall not be entitled to further credit for service or experience. Seniority shall continue to accumulate in accordance with Article L9.

Cumulative sick leave shall not apply during the period of leave nor shall the sick leave allowance or any fraction thereof be paid during the duration of the leave except for illness or disability verified by a physician.

The pregnancy/adoption/parental leave shall apply in respect of any employee who has worked for the Board for thirteen (13) weeks or more prior to the commencement of the leave.

ARTICLE L16 – LEAVE OF ABSENCE AND TIME RELEASE

L16.1 (a) **An Occasional Teacher may be granted a leave of absence. The Occasional Teacher agrees that they will not be employed by the co-terminus Boards during this time.** The Occasional Teacher's name will be removed from the Roster

for the period of the leave (for the period of one or two semesters) and will be added to the Roster upon the Occasional Teacher's termination of the leave.

- (b) Such leave start and end dates granted under (a) above must coincide with a full semester or school year.
- (c) An Occasional Teacher must submit a written request for leave of absence to the appropriate superintendent. Such requests must be submitted by June 1st for leaves commencing the first semester of the following school year and December 1st for leaves commencing second semester of that school year. Such leaves shall not be unreasonably withheld.
- (d) The maximum number of **members** approved leaves under this article in any given semester shall be **twelve (12)**.
- (e) The Board will notify the member within two (2) weeks on the status of the leave request as 'accepted or denied'.**

L16.2 The leave of absence shall not interrupt the continuance of employment of the Occasional Teacher with the Board.

- L16.3 (a) The Board shall excuse from teaching duties members of the Bargaining Unit Negotiation Committee, at no cost or loss to the individuals concerned, to attend negotiation sessions with the Board. The Union will reimburse the Board for any occasional teacher required and employed by the Board to cover the absence.**
- (b) At the request of the Bargaining Unit President, the Board shall excuse from teaching duties, at no cost or loss to the individuals concerned, members of the Bargaining Unit who must be absent during working hours to carry out Union related business provided the Union reimburses the Board for the cost of any replacement teacher required.**

ARTICLE L17 – ROSTER

L17.1 The Board will prepare a Roster of Occasional Teachers available for assignments in the secondary schools by October 31st of each school year. For each Occasional Teacher whose name is entered on the Roster, the following information will be provided: name, subject(s) in which the Occasional Teacher holds Ontario College of Teacher (O.C.T.) qualifications, current assignment (daily or long term), and seniority as determined in Article L18 of this Agreement. Amendments to the Roster (Additions, and permanent deletions) shall be forwarded to the President of the Occasional Teacher Bargaining Unit forthwith.

L17.2(a) The maximum number of Occasional Teachers on the Roster shall be **twenty percent (20%) of the TBU** full-time equivalents including those secondary teachers who have been terminated by the Board due to redundancy and teachers in the permanent supply pool as of August 31, 2017 in accordance with the Secondary Teachers' Collective Agreement. It is understood that no occasional teacher will be laid off due to the inclusion of teacher bargaining members as per this paragraph. If the superintendent responsible for the Occasional Teachers determines that the number of Occasional Teachers available does not meet the needs of the Board, additional Occasional Teachers may be added to the Roster following **agreement** with the **Occasional Teacher** President of District 9. If additions are made to the Roster such that the membership list passes the **twenty percent (20%)**, then the Roster will be reduced back **twenty (20%) of TBU**, as soon as possible through attrition, in accordance with the Board's needs as determined by the **appropriate** superintendent.

(b) FTE Calculation

(i) The FTE of an occasional teacher will be calculated as a fraction of days available for work divided by 194.

(ii) For occasional teachers with partial contract positions the occasional teacher FTE will be one (1) minus the FTE of the contract position).

L17.3 A new Occasional Teacher added to the Roster must have a Certificate of Qualification with intermediate and senior qualifications in a subject area taught in the secondary schools. Notwithstanding the above, the Board may include on the Roster persons without a Certificate of Qualification with both intermediate and senior qualifications or persons with a Letter of Standing or a Letter of Permission in order to provide supply teachers in subject areas in which it is difficult to obtain persons with the proper qualifications or in special circumstances.

L17.4 Prior to being placed on the Roster, an applicant must submit proof of certification and all other required documents.

ARTICLE L18 – SENIORITY

- L18.1 Seniority shall be defined by the date of hire within the Occasional Teacher Bargaining Unit. An Occasional Teacher on a paid or unpaid leave of absence is deemed to continue to accumulate seniority during that leave of absence.
- L18.2 Where Occasional Teachers have equal seniority in accordance with Section 18.01, the order of seniority shall be determined by a lot conducted by the bargaining unit.
- L18.3 A seniority list will be made available to the District 9 O.S.S.T.F. annually on or before October 31st.

ARTICLE L19 – WORKING CONDITIONS

- L19.1 (a) An occasional teacher who is assigned more than two periods (semester equivalent) of teaching and or other professional duties shall be paid a full day's pay. An occasional teacher shall not be assigned more than 3.5 periods (semester equivalent) of teaching or other professional duties in a day.

An occasional teacher who is assigned two or fewer teaching periods (semester equivalent) shall be paid one-half day.

- (b) An Occasional Teacher may be required to teach the equivalent timetable /workload of a regular teacher for that school. If the regular teacher is absent for reasons related to professional development and/or field trips, the Principal may combine timetables of two or more teachers within the workload requirements of one-half or a full-day's pay. If the regular teacher is absent for reasons related to school activities the principal may combine timetables of two or more teachers within the workload requirements of a full-day's pay. Preparation periods and lunch breaks may be interchanged with other periods to provide flexibility but may not be assigned for teaching duties.

It is understood and agreed that the supervisory duties assigned to an Occasional Teacher shall not have the effect of reducing the supervisory duties of contract teachers. This does not apply in emergency situations.

- (c) A daily occasional teacher shall not be required to work more than twenty (20) half period on-call assignments in one school year. An occasional teacher who is hired subsequent to the start of the school year shall have the number of on-calls pro-rated based upon the number of months remaining in the school year divided by ten months.
- (d) The payout for daily occasional teachers for overages of on-call assignments above twenty (20) half periods will be paid by July 30th of the current school year. The occasional teacher must notify the Board of any discrepancies by June 15th of the current school year.**

(e) When an occasional teacher is in a long term assignment they will follow the contract teachers schedule and will access Additional Professional Assignments (On-Calls/Supervision) from the OSSTF TBU Collective Agreement.

- L19.2 The Board shall ensure that the Occasional Teachers have reasonable access to information, material and supplies (**e.g. keys**) that are necessary for the performance of their duties. The information will include policies and procedures with respect to attendance and discipline
- L19.3 The Board shall provide bulletin board space in each school for the posting of notices which may be of interest to Occasional Teachers.
- L19.4 Any Occasional Teacher covered by this Agreement shall be provided access of this Collective Agreement electronically. Each school is to have a copy of the Collective Agreement available in the school.
- L19.5 Any matter which is of concern to either party to this Agreement may be the subject of discussion at a regularly scheduled meeting of the Joint Relations Committee established under the terms of the Secondary Occasional Teachers' Collective Agreement.
- L19.6 Occasional Teachers shall be required to notify the Human Resources Department of the Board, in writing, of any change of address and/or telephone number.
- L19.7 The Board shall reimburse each Occasional Teacher, at the Board's current kilometre/mileage rate **as per Board policy**, for travel between schools in an assignment involving two (2) or more schools.
- L19.8 A probationary Occasional Teacher who is removed from the Roster may request a letter from the Board indicating the reasons for being removed. It is understood and agreed that the removal of a probationary Occasional Teacher from the Roster and the reasons given for such removal are not subject to the grievance/arbitration procedures contained in this Agreement.
- L19.9 Only supervisory officers, secondary principals and vice-principals shall evaluate an Occasional Teacher's competence.
- L19.10 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided she or he arrives within a reasonable time of receiving such late request.
- L19.11 The Employer shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards. All disputes shall be resolved pursuant to the Occupational Health and Safety Act where applicable.

L19.12 Personnel Files

- (a) Following the written request of an Occasional Teacher for an appointment, the Board shall make available for review, during normal business hours, all information in **their** files. Such review shall be in the presence of a member of the Human Resources Department.
- (b) The Occasional Teacher may be accompanied by an OSSTF representative.
- (c) Upon written authorization by the Occasional Teacher, an OSSTF representative shall have access to the Occasional Teacher's file.
- (d) The Occasional Teacher may copy any material contained in **their** file.
- (e) If the Occasional Teacher disputes the accuracy or completeness of information in the file other than an evaluation report, the appropriate Superintendent, or designate, within a reasonable time from the receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, shall either confirm or amend the information. Where information is amended, the appropriate Superintendent, or designate, shall, at the written request of the Occasional Teacher, notify all persons who received a report based on the inaccurate information of any amendments.
- (f) A member may make a request to the appropriate Superintendent, in writing, to have a disciplinary letter removed from the Member's personnel file after two years if that Member has had no additional related letters placed into the file since the date of the letter in question. These letters include letters of **Record of Meeting, Verbal Warning, Written Warning and Suspension Letter**.

The appropriate Superintendent shall respond in writing, within ten school days as to whether or not such request shall be granted. Where this request is granted no reference to the document shall remain in the file. Where the request is denied, the Superintendent shall provide the reason for the denial, in writing, to the Member.

L19.13 Where an Occasional Teacher on a long term assignment is employed on a day where the school is closed due to special circumstances, he/she shall be paid for the scheduled assignment.

L19.14 For purposes of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

ARTICLE L20 – DISTRIBUTION OF WORK

L20.1 (a) The method of calling Occasional Teachers will be conducted in such a manner so as to give recognition to Ontario College of Teachers (O.C.T.) qualifications. It is understood and agreed that because of the complexity of calling Occasional Teachers and the complexity of the timetables of the contract teachers, Occasional Teachers may be called to teach in areas other than those in which they hold (O.C.T.) qualifications.

- (b) Secondary Occasional Teachers will be surveyed annually for their interest in being on the elementary emergency supply list. Teachers who hold the necessary elementary qualifications, who indicate this interest, shall be added to that emergency list. Secondary teachers who accept elementary emergency assignments are subject to the elementary emergency working conditions.
- L20.2 Occasional Teachers who are not interested in long term teaching assignments shall inform the Board of this in writing annually.
- L20.3 (a) When it is predetermined by at least twenty (20) school days in advance of the start of the absence that a long term occasional teacher will be required for a continuous period of two (2) months or more such vacancy shall be posted at least five (5) days prior to the closing date for applications. A copy shall be forwarded to the Union. It is understood that a long term occasional teacher position that becomes known subsequent to June 1st for a period to commence in the following school year may be posted at the discretion of the Board.
- (b) Such vacancy notice shall be posted electronically by the Board.
- L20.4 The Board reserves the right to replace an Occasional Teacher in an extended assignment that is not known in advance. Such a replacement shall not be considered a disciplinary action.
- L20.5 Upon request by the President of the Occasional Teachers' Bargaining Unit, or designate, the Board will attempt to provide information regarding the number of days and assignments worked by Occasional Teachers.
- L20.6 An Occasional Teacher may be released from a daily assignment to accept a long term assignment.
- L20.7 The Board and OSSTF agree to meet regularly **(five [5] meetings per school year)** to discuss on-going issues arising from the operation of the Collective Agreement or any other relevant occasional teacher concerns and at least once per year to review the design and operation of the **Board callout system (BCS)**.
- L20.8 The Board places occasional teachers in long term assignments based on their response to the annual teacher questionnaire.**
- L20.9 (a) Any daily Occasional Teacher will be permitted to attend Professional Development Activities on a voluntary basis, provided that there is adequate space to attend.**
- (b) The PD activities for daily Occasional Teachers shall be by mutual agreement of both parties.**

ARTICLE L21 – CONTRACT VACANCIES

- L21.1 The Board will annually survey all occasional teachers to determine their interest in obtaining a contract position. This list will be shared with the principals at the appropriate staffing meeting.
- L21.2 For contract positions that become available during the school year, occasional teachers may submit an expression of interest in writing **as directed in the posting**. Should the position not be filled, occasional teachers will be considered.
- L21.3 The Board agrees to consider such applications for interviews when teachers are being hired for the appropriate panel.

ARTICLE L22 – BENEFITS

Note: Subject to Central Terms C7.00 pg. 11 and The Historic Letter of Agreement #4 pg. 40-46.

The Board will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

- L22.1 (a) The Board will pay 100% of the premium cost of an Extended Health Care Plan, Semi-private Hospital Care and Basic Dental Plan to Long Term Occasional Teachers who have been in the same assignment for more than three (3) consecutive months and who have decided to enrol in the plans for the duration of the assignment. If the assignment is known in advance to exceed three (3) months, the premium cost will be paid at the commencement of the assignment. If the assignment is not known to exceed three (3) months, the premium cost will be paid at the commencement of the fourth (4th) month or as soon as it becomes known that the assignment will exceed three (3) months.
- (b) The Board's share of the benefits provided by Article L22 (a) for an employee working less than full-time will be prorated in the same ratio as the part-time employment bears to the full-time employment.
- (c) Should there be a summer holiday break within the specified term of the long term assignment, then the Long Term Occasional Teacher shall continue to receive the same benefit coverage during the break period.
- (d) An occasional teacher who has worked a minimum of sixty (60) days in the previous school year is eligible to enrol in the Board's benefit plan. The occasional teacher must notify the Board no later than July 15th of his or her intention to enrol. The occasional teacher accepted into the plan shall remain enrolled for a minimum of one year. The occasional teacher shall provide the Board with automatic bank withdrawal information and the full cost of the premiums shall be deducted one month in advance. An occasional teacher who has enrolled in the plan, shall be terminated from the plan if that teacher goes two years without working a minimum of sixty (60) days.

ARTICLE L23 – PAID SICK LEAVE

Note: Refer to Central Terms C 9.0 Sick Leave, (e), p. 17

L23.1 Leaves under Article L23 shall not be considered as having interrupted the Occasional Teacher's long term assignment.

L23.2 Sick days covered under Article L23 will be considered to count toward days of experience gained when calculations are done at the end of the school year.

ARTICLE L24 – WORKPLACE SAFETY AND INSURANCE

Note: Subject to Central Terms C7.10 pg. 14 and Letter of Agreement #6 pg 49

L24.1 (a) It is agreed that when a Long Term Occasional Teacher is injured during the performance of his/her duties and is unable to perform such duties and receives approval for a temporary loss of earnings benefit under the Workplace Safety and Insurance Act, the teacher will receive from the Board an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. A deduction from the teacher's sick leave credits will be made at a rate equal to the top-up, not to exceed a deduction of 0.3 sick leave credits per day of absence.

(b) Long Term Occasional Teachers who receive payments under Article L24.1 (a) will be entitled to the Board's contribution to benefits, if applicable.

L24.2 (a) It is agreed that when a Long Term Occasional Teacher receives approval for a permanent disability pension and is unable to work, the teacher will receive an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. The portion of a day deducted from the teacher's sick leave credit per day of absence will be equal to the ratio of the difference between the permanent disability pension and the net salary compared to the teacher's gross salary.

(b) Long Term Occasional Teachers who receive payments under Article L24.2 (a) and who are drawing sick leave in accordance with Article L24.2 (a) will be entitled to the Board's contribution to benefits, if applicable.

L24.3 It is understood and agreed that Articles L24.1 (a) and L24.2 (a) will apply so long as the teacher has sick leave credits. In the event that the sick leave credits are exhausted, the long term occasional teacher will receive the Workplace Safety and Insurance Act benefits.

ARTICLE L25 – OCCUPATIONAL HEALTH & SAFETY

- L25.1 The Employer shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards. All disputes shall be resolved pursuant to the Occupational Health and Safety Act where applicable.
- L25.2 In the case of an accident where an employee is taken to a hospital by ambulance, the Board shall reimburse the employee for the cost of such ambulance where such cost is not otherwise recoverable by the employee. In accordance with the above, the Board will notify the OTBU President or designate as soon as is reasonably possible, when an employee is taken by ambulance to hospital. All attempts will be made to do this by the end of the workday.
- L25.3 An employee who is injured during working hours and is unable to continue work, as verified by a doctor, shall receive payment for the remainder of the day at the regular rate of pay without deduction from sick leave.

ARTICLE L26 – DURATION

Note: Refer to Central Terms Notice to Bargain, C2.3 p.7 and the School Board Collective Bargaining Act.

- L26.1 This Agreement shall supersede all previous Agreements and shall form the basis for computing all salaries and other conditions defined herein.
- L26.2 Nothing herein prevents the revision or amendment of any provision of this Agreement by mutual consent in writing of the parties hereto during the term of this Agreement. The revision or amendment contemplated herein shall not be effective unless and until ratified in accordance with the respective procedures of each party.

Dated at Windsor, Ontario, this 30th day of September, 2020.

Signed and agreed upon on behalf
of the **GREATER ESSEX COUNTY
DISTRICT SCHOOL BOARD:**

Chairperson of the Board

Director and Secretary of the Board

Treasurer of the Board

Superintendent of Human Resources

Member of Negotiating Committee

Member of Negotiating Committee

Member of Negotiating Committee

Signed and agreed upon on behalf
of the **SECONDARY OCCASIONAL
TEACHERS BARGAINING UNIT:**

President, O.S.S.T.F. – O.T.B.U.

Lead Negotiator

Member of Negotiating Committee

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

OCCASIONAL TEACHERS

RE: OT HANDBOOK

The Board and OSSTF-OTBU agree to form a committee to create an occasional teacher handbook for both daily occasional and long-term occasional teachers.



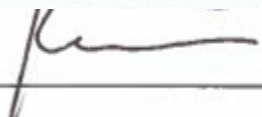
A copy of this handbook will be provided to all of the new hires at their orientation.

The Board and OSSTF-OTBU agree to update the occasional teacher handbook annually.




A current copy of the occasional teacher handbook will be posted on the staff intranet.

Dated at Windsor this 12th of June, 2020

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

OCCASIONAL TEACHERS



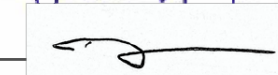
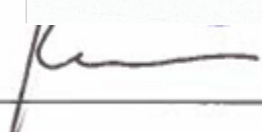
RE: DAYS WORKED AND LOCATION

The parties agree to the following:

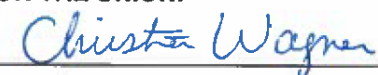
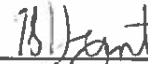

1. The Occasional Teacher may specify the number of days per week and/or the specific days of the week that **they are** available to work.
2. These choices will be submitted in writing to the Superintendent responsible for the secondary staffing by June 30th of each school year for the following school year and December 15th for the second semester of that school year.
3. The Board reserves the right to stop the practice noted in this Letter of Understanding, with twenty (20) days' notice. If the practice becomes disruptive to the operation of the system. If the practice is eliminated, it shall not be subject to the grievance and arbitration provisions of the agreement.
4. **This letter of understanding will be in effect until August 31, 2021, however consultation with the Occasional Teacher President will occur before May 15th, 2021 to discuss possible extension of this date.**

Dated at Windsor this 12th of June, 2020

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION



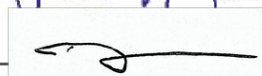
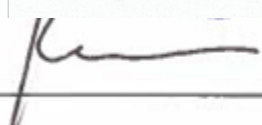
OCCASIONAL TEACHERS

RE: ASSIGNMENTS IN TWO SCHOOLS



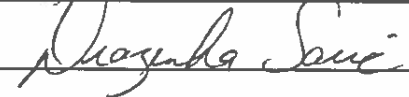
An occasional teacher who is offered a second half-day assignment on a single day will not be penalized for refusing the second assignment.

Dated at Windsor this 12th of June, 2020

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION



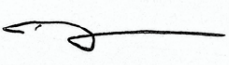
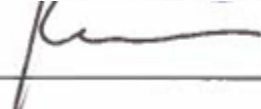
OCCASIONAL TEACHERS

RE: POSTINGS



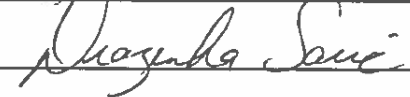
The method for posting vacancies will be discussed at Joint Union Management meetings to be held prior to November 30 in any given year.

Dated at Windsor this 12th of June, 2020

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

OCCASIONAL TEACHERS

RE: PROFESSIONAL DEVELOPMENT


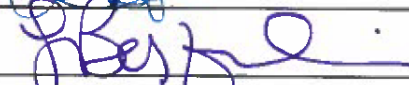

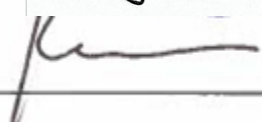
The Board agrees to meet with representatives of the Bargaining Unit annually to plan a Professional Development Day for secondary Occasional Teachers. The Board commits to:

- Providing an appropriate location to host the event.
- Assisting the Union in developing an agenda and materials for the day.
- Providing resource personnel to deliver workshops on the scheduled day.



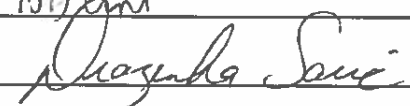
It is understood that the Professional Development Day shall be a voluntary activity for Occasional Teachers and shall be an unpaid day. The Board shall not be responsible for any costs associated with the activity other than any cost associated with the above commitments.

Dated at Windsor this 12th of June, 2020

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

OCCASIONAL TEACHERS



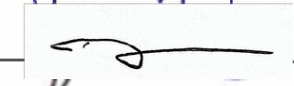
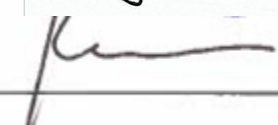
RE: HIRING PRACTICES

In the event that Regulation 274 no longer exists, the Board and the union agree to a discussion regarding hiring practices.



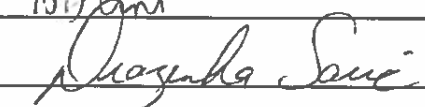
In the event that Regulation 274 is revised, the Board and the union agree to a discussion about implementation of the revised regulation.

Dated at Windsor, Ontario, this 30th day of September, 2020

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

OCCASIONAL TEACHERS

RE: PAY FOR DAILY OTS DURING RE-OPENING OF SCHOOLS

While under the current school timetables the Greater Essex County District School Board agrees to pay Daily Occasional Teachers who teach for 225 minutes (and may include a traditional prep coverage) a full day of pay and a half day for teaching up to 150 minutes.

This agreement is in place during the quadmester schedule.

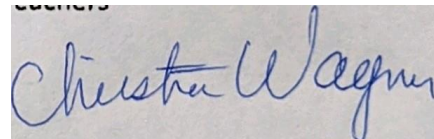
Dated at Windsor:

September 4, 2020

For the Greater Essex County
District School Board



For the Ontario Secondary School
Teachers' Federation — Occasional
Teachers



LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION




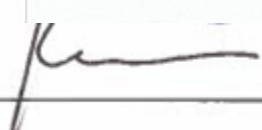
OCCASIONAL TEACHERS

RE: PARENT TEACHER INTERVIEW

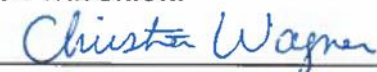
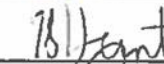

The Board agrees to advocate for a school year calendar that allows for the scheduling of Professional Development Days on a Friday shortly following the Parent-Teacher Interviews in order to facilitate the provision of the afternoon off in lieu of time spent at Parent Teacher Interviews for an occasional teacher who is in a long-term assignment

Dated at Windsor, Ontario, this 30th day of September, 2020.

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

OCCASIONAL TEACHERS



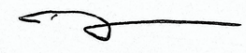
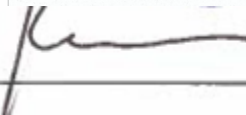
RE: CANCELLED ASSIGNMENTS

The parties agree to monitor the number of instances where an occasional teacher is called to an assignment only to find that it has been cancelled. An effort will be made to determine why these situations arise and to correct the situation if possible.


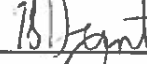
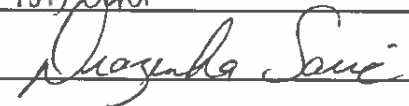
It is expected that the Board will re-assign occasional teachers provided there is an open assignment available that day.

Dated at Windsor, Ontario, this 30th day of September, 2020

FOR THE BOARD:

FOR THE UNION:

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND THE

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION



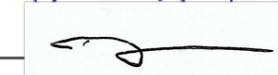
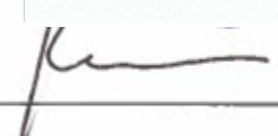
OCCASIONAL TEACHERS

RE: CALL OUT SYSTEM




The Parties agree to meet to investigate possible options for improving the current call out system. Discussions will include, but not be limited to, available TESS features such as text messaging. The committee shall be comprised of two (2) OSSTF-OT members and two (2) Board staff. The Parties may mutually agree to include additional participants. The committee shall meet prior to January 31, 2021 and complete its work by June 30, 2021.

Dated at Windsor, Ontario, this 30th day of September, 2020.

FOR THE BOARD:

FOR THE UNION:

COLLECTIVE AGREEMENT

Between

**THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(hereinafter called the “Employer” or “Board”)**

and

**THE ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION
(hereinafter called the “OSSTF” or “Union” or “Bargaining Unit”)**

REPRESENTING

THE SECONDARY SCHOOL TEACHERS

OF

DISTRICT 9, GREATER ESSEX



September 1, 2019 to August 31, 2022

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.

- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.

- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.

- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:

- i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
- ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
- iii. The Crown shall make only one payment under b).
- iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment

remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

amounts shall be prorated for the portion of the year that the daily

occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.

- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.

- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary,

consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

d) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDLP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDLP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDLP.
- v. When Teachers use any part of an STLDLP day they may access their top up bank to top up their salary to 100%.

e) Sick Leave and STLDLP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDLP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.

- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

f) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)		Employee Signature:	
Employee ID:		Telephone No:	
Employee Address:		Work Location:	
1. Health Care Professional: The following information should be completed by the Health Care Professional			
Please check one:			
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.			
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3			
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.			
First Day of Absence: _____		General Nature of Illness (<i>please do not include diagnosis</i>): _____	
Date of Assessment: dd mm yyyy			
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.			
PHYSICAL (if applicable)			
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>): Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):	

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision-Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: <i>Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>)				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy		
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the

increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**LETTER OF AGREEMENT #5
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF-provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.

- c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the

existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local

agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted

to the Trust in a lump sum on or before the last day of the month following reconciliation.

- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
- b. Fund claims stabilization or other reserves;
- c. Improve plan design;
- d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100%

salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;

2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days

shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

PART B

LOCAL TERMS

PART B - LOCAL TERMS

ARTICLE L1 – DEFINITIONS

L1.1 In this Agreement:

- (a) The “Board” means the Greater Essex County District School Board.
- (b) “Discharged” means the termination by the Board of a teacher’s employment, excluding any provisions of the Collective Agreement.
- (c) “Major Subject Area” means:
 - (i) all major subject area qualifications recorded in the teacher’s personal history file maintained at the Board Office as of **December 31, 2019**.
 - (ii) all basic and additional qualifications **at an Intermediate or Senior level** on the teachers’ Ontario College of Teacher’s Certificate of Qualifications, and
 1. a subject area **listed exclusively on Regulation 176/10 Schedule A (Ontario College of Teacher’s Act)**, in which a teacher has successfully completed at least **five (5)** full university courses or **ten (10)** semestered university courses in the case of one major subject area; or
 2. subject areas **listed exclusively on Regulation 176/10 Schedule A (Ontario College of Teacher’s Act)**, in which a teacher has completed at least **four (4)** full university courses **or eight (8)** semestered university courses in **two (2)** or more subject areas; or
 3. a subject area listed **exclusively** on Regulation 176/10 Schedule D (Ontario College of Teachers Act), in which a teacher has completed at least Part **2** of a three-part qualifying Ministry of Education course; or
 4. a subject area listed on Regulation 176/10 Schedule D (Ontario College of Teachers Act), that is also listed on Regulation 176/10 Schedule A (Ontario College of Teachers Act), in which a teacher has successfully completed at least **four (4)** full university courses or **eight (8)** semestered university courses. It is agreed that any completed Additional Qualification course, related to the subject area being considered in this article, shall equate to a semestered university course (including the Additional Basic Qualification / Additional Qualification course used in L1.1(c) (ii)); or
 5. a Learning Support Teacher (LST) in a learning support area in which the teacher has completed specialist qualifications in special education; or
 6. a technological subject area in which a teacher has **senior (grade 11 and 12)** qualifications on the teacher’s Certificate of Qualification. A Teacher of **Technological Education** must be time tabled in subject areas in which they hold **senior** level qualifications for a minimum of three (3) periods unless the teacher has indicated a preference in another subject area in which they hold “major” qualifications, in which case Article L10.5 will apply; or

7. a technological subject area in which a teacher has **Intermediate (grade 7-10)** level qualifications recorded on the teacher's Certificate of Qualification, upon the request of the teacher. It is understood that once a teacher has made a request to have **an Intermediate** level qualification recognized as a major, this recognition is final. A teacher holding this qualification is restricted to teaching **Intermediate courses** for a maximum of one-half (1/2) of their timetable.

(d) "Minor Subject Area" means

- (i) all minor subject area qualifications recorded in the teacher's personal history file maintained at the Board Office as of **December 31, 2019**.
- (ii) all basic and additional qualifications **at an Intermediate or Senior level** on the teachers' Ontario College of Teacher's Certificate of Qualifications, and

- 1. a subject area listed exclusively on Regulation 176/10 Schedule A (Ontario College of Teachers Act), in which a teacher has successfully completed at least three (3) full university courses or six (6) semestered university courses; or
- 2. a subject area listed exclusively on Regulation 176/10 Schedule D (Ontario College of Teachers Act), in which a teacher has completed at least Part I of a three-part qualifying Ministry of Education course; or
- 3. a subject area listed on Regulation 176/10 Schedule D (Ontario College of Teachers Act), that is also listed on Regulation 176/10 Schedule A (Ontario College of Teachers Act), in which a teacher has successfully completed at least three (3) full university courses or five (5) semestered university courses. It is agreed that any completed Additional Qualification course, related to the subject area being considered in this article, shall equate to a semestered university course (including the Additional Basic Qualification / Additional Qualification course used in L1.1(d) (ii); or
- 4. a technological subject area in which a teacher has **Intermediate level** qualifications recorded on the teacher's Certificate of Qualification.

(e) "O.S.S.T.F." means Ontario Secondary School Teachers' Federation.

- (i) "District 9" or "TBU" means the OSSTF District 9 Teachers' Bargaining Unit

- (ii) "Union" means the Ontario Secondary School Teachers Federation.

(f) "Qualified" means qualified to teach in the subject areas determined in accordance with the professional qualifications recorded in the teacher's personal history file maintained at the Board Office.

(g) "Resignation" means the action of a teacher voluntarily seeking termination of employment with the Board.

(h) "Salary" means remuneration paid for services as a teacher as described in Article L1.1 (i) and includes a cost of living allowance paid in relation to the remuneration. It does not include a perquisite in relation to employment, does not include payment related to

accumulated sick leave and does not include payment related to retirement or severance from employment, whether or not remuneration, payment or perquisite is a term or condition of employment in education.

(i) Teacher

- i. “Teacher” means a teacher as defined in the Education Act.
 - ii. F.T.E. means full-time equivalent i.e. a full time teacher counts as 1.0.
 - iii. “Part-time Teacher” means a teacher employed by a Board on a regular basis for less than 1.0 F.T.E.
 - iv. “Experienced Teacher” means a teacher hired into a permanent position, full or part-time who has completed the New Teacher Induction Program (NTIP).
 - v. “New Teacher” means a teacher certified by the Ontario College of Teachers (OCT) hired into a permanent position, full or part- time, to begin teaching for the first time in Ontario, and has not successfully completed two (2) teacher performance appraisals and the submission of the NTIP Individual Strategy Form.
 - vi. “Redundant Teacher” means a teacher who is not needed to meet the staffing requirements of the system and who, within the terms of the Collective Agreement, cannot be placed in any other position for which the teacher is qualified or will become qualified for the following school year.
 - vii. “Surplus Teacher” means a teacher who is not needed to meet the program requirements of a school.
- (j) “Vacancy” means a teaching position other than a position of responsibility or a teacher in a program listed in Article 14 of this Collective Agreement which has been vacated because of resignation, discharge, retirement, death, transfer or promotion **or a newly created position.**

L 1.2 Consultant means a qualified Teacher appointed by the Board to work under the direction of a designated Supervisory Officer to act as a consultant for the teachers of subjects or programs and to assist them in the delivery of such subjects or programs.

L 1.3 Special Assignment Teacher means a qualified teacher appointed by the Board to work under the direction of a designated Supervisory Officer for a Board/Ministry project with a defined job description.

ARTICLE L2 – PURPOSE AND RECOGNITION

L2.1 It is the intent and purpose of this Agreement to establish salaries, allowances and benefits, provide for certain working conditions and to provide for the prompt and equitable settlement of grievances.

- L2.2 This Agreement shall supersede all previous such Agreements. Except for error, inadvertence or omissions, it shall set the terms of employment and it shall be binding upon the Board, the bargaining Unit and the individual members of the bargaining Unit.
- L2.3 The Employer recognizes the Ontario Secondary School Teachers' Federation (O.S.S.T.F.) as the bargaining agent authorized to negotiate on behalf of its members employed to teach by the Employer and assigned as teachers to one or more secondary schools or to perform duties in respect of such schools all or most of the time.
- (a) The Board shall not contract out work historically performed by the Bargaining Unit without the prior approval of the Bargaining Unit President.
 - (b) **e-Learning** Credits – Teacher FTE shall not be reduced as a result of the offering of e-Learning courses to students within the Board.
 - (c) **"Dual Credit" Courses**
A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.

Teacher FTE shall not be reduced as a result of the offering of "Dual Credit" courses to students within the Board.
 - (d) The Board agrees to provide the Bargaining Unit with information pertaining to enrolment and staffing of credit courses offered by **e-Learning** or Dual Credit Programs.
 - (e) **With the exception of "equivalent learning", all credits granted by principals in the Board shall be delivered by members of this Bargaining Unit. Teacher FTE will not be reduced as a result of a principal / vice-principal placed in teaching sections.**
- L2.4 The Employer recognizes the right of the Bargaining Unit to authorize O.S.S.T.F. or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2.5 The Employer further recognizes its obligation to advise a teacher of the right to Bargaining Unit representation at a meeting when the **attendance**, conduct or competence of a teacher is being considered which may lead to disciplinary actions. **Notification will occur prior to the meeting, giving the employee sufficient time to contact the union in order to have representation.**

The Board agrees that in the event that an OSSTF-TBU member refuses such union representation, the Branch rep of OSSTF will first be notified of such refusal, and allowed the opportunity to speak to the member before any meeting takes place.
- L2.6 The Union recognizes the Negotiations Policy Committee and its Negotiating Team as the body authorized to negotiate on behalf of the Board.
- L2.7 The Union recognizes the right of the Employer to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

- L2.8 The Union shall be allowed to communicate with its membership using the Board's internal mail service, fax and e-mail.
- L2.9 The Board shall provide the **OSSTF** access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.
- L2.10 The Union shall have access to its members for Union business at all schools and workplaces provided that this does not unreasonably interrupt the instructional program.
- L2.11 **The bargaining unit will be invited to attend the new teacher** orientation session, conducted by the Board's Human Resources Department. The Union will be given an opportunity, at the end of the session, to address new secondary teachers on matters that relate to their relationship with the Union and will be notified, by the Board, at least two (2) weeks in advance of said meeting.
- L2.12 **The Board agrees to hold an annual meeting with the Superintendent of Secondary Staffing, School Administration, the Union Executive, Branch Executive to discuss topics of mutual interest.**
- L2.13 **The Board and the Union agree to *identify and disrupt systems* of anti-Black, anti-Indigenous, anti-Person of Colour racism and shall provide a welcoming and inclusive workplace for Black, Indigenous, and People of Colour teachers.**
- L2.14 **The Board and the Union agree to *identify and disrupt systems* of homophobia and transphobia and shall provide a welcoming and inclusive workplace for teachers that identify as LGBTQ2S+.**

ARTICLE L3 – STRIKES AND LOCK-OUTS

- L3.1 There shall be no strike or lock-out during the term of this Agreement. The terms "Strike" is as defined in the *Education Act* and "lock-out" shall be as defined in the *Ontario Labour Relations Act*.
- L3.2
 - (a) In the event of a strike or lock-out by employees in another Bargaining unit, the Employer will, at the request of the Union, meet with the Union under the auspices of the Joint Relations Committee to discuss the impact or potential impact of the strike on the Union's Membership.
 - (b) No Member shall be required to perform the duties, beyond those prescribed by the Education Act and related regulations, of any other employee of the Board who is engaged in a strike or lockout.
 - (c) **In the event of a strike or lockout of another Bargaining Unit, the board will not lay-off OSSTF Teacher Bargaining Unit Members.**
 - (d) **If a teacher is prevented from crossing a picket line of another Bargaining Unit, the teacher shall immediately contact their Principal. The Board will have the responsibility for providing and ensuring the safe passage of the teacher into their workplace. There shall be no loss of wages, benefits or other provisions in this**

Collective Agreement in cases where the Board is unable to provide safe passage into the workplace. In such cases the employee will be reassigned.

ARTICLE L4 – MANAGEMENT RIGHTS

- L4.1 The Union recognizes that the Board has the right, duty and responsibility to provide, operate and manage its secondary schools in the jurisdiction of the Greater Essex County District School Board. The Board agrees, however, that it will not exercise any of its rights or make or alter any rules or regulations for the purpose of restricting or limiting the rights of its teachers as granted and preserved in this Agreement.
- L4.2 The Union further recognizes the right and duty of the Board to promote, demote, transfer, discharge, suspend without pay and discipline teachers for just cause, subject to the provisions of the Agreement expressly governing the exercise of these rights and subject to the right of District 9 to lodge a grievance on behalf of any teacher in accordance with Article L.21.
- L4.3 (a) The parties agree that the Board has the right, under Article L4.2 of the collective agreement, to transfer teachers for program needs.
- (b) The Union reserves the right to file a grievance if they believe that a transfer initiated by Administration was for disciplinary reasons or that the Board exercised that right arbitrarily or in bad faith.
- L4.4 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of this Agreement.
- L4.5 The Board agrees not to penalize or discriminate against any teacher for participating in the lawful activities of the Union including exercising any rights under this Collective Agreement or the prevailing Statutes of Ontario.
- L4.6 Both the Board and the Union agree that this agreement is subject to the appropriate statutes and regulations of Canada and the Province of Ontario. If there is a conflict between the status or regulations, and the agreement, the appropriate statute or regulation will prevail.
- L4.7 Where legislative changes are made which directly affect any provision of this Agreement, a meeting may be requested by either party and shall be held prior to the implementation of the legislative changes.
- L4.8 No teacher shall be demoted, discharged, dismissed or disciplined in any way without just cause. The Union accepts a lessor standard for a teacher during their probationary period.
- L4.9 (a) The parties agree that there shall be no interference, restraint, coercion or discrimination practiced against employees on the grounds covered by the *Ontario Human Rights Code*.
- (b) The Board and the Union agree that discrimination **and** harassment are unacceptable and it is a joint responsibility to maintain a discrimination **and a** harassment free workplace.
- (c) For the purpose of Article L4.9, all references can include discrimination, **and / or** harassment whichever is relevant to the incident and shall be subject at a minimum, to the provisions, procedures and regulations per the current Board policies. No changes will be

made to the aforementioned Policies and Procedures without consultation with the Bargaining Unit President.

ARTICLE L5 – UNION DUES CHECK-OFF

- L5.1 On each regular pay date on which an employee is paid, the Employer shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by the OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- L5.2 The OSSTF dues deducted in L5.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their employee identification (ID) numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- L5.3 Dues specified by the Bargaining Unit in L5.1, if any, shall be deducted and remitted to the Treasurer of OSSTF District 9, at the Bargaining Unit's current address no later than the fifteenth (15th) day of the month following the date on which the deductions were made. Such remittance, if requested by the Bargaining Unit, shall be accompanied by a list identifying the employees, their employee identification (ID) number, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- L5.4 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.
- L5.5 The Employment Insurance Commission, in recognizing the Greater Essex District School Board's wage loss plan (sick leave plan), has agreed to make a rebate of the premiums to the Board. The Board agrees to remit to each teacher each December the Federal EI Rebate that the teachers are entitled to under Federal EI Legislation.
- L5.6 Notwithstanding Article L5.5, upon request of the Bargaining Unit President, the Board shall remit the Federal EI Rebate to the Treasurer of OSSTF District 9, at the Bargaining Unit's current address. Such remittance, if requested, shall be accompanied by the resolution passed at the previous Annual Meeting of the Bargaining Unit. These monies shall be used for a Benefit Fund.**

ARTICLE L6 – IMPLEMENTATION

- L6.1 A part-time teacher shall be paid at the rate of salary of the teacher's category with appropriate allowances for teaching, related experience, post graduate degree(s), employee benefits, cost of living allowances and other allowances as provided for in this Agreement, all of which will be prorated in the same ratio as the part-time assignment bears to full-time assignment of 6.0 classes.
- L6.2 A newly hired teacher shall serve a probationary period of one year.

- L6.3 No teacher shall be newly employed at a salary higher than that being paid to a member of the incumbent staff having the same or equal qualifications, experience and responsibility.
- L6.4 (a) In the event the Employer requires a new position within the system for teachers subject to this Agreement, the administration shall first discuss the creation and salary of the new position with the Bargaining Unit. Such position shall be advertised within the secondary schools for a period of seven (7) teaching days. If no applications are received or if none of the applicants are qualified to fill the position, the Employer may take such steps as it considers necessary to fill such position.
- (b) Whenever preparing new or revised job descriptions for teachers subject to this Agreement, the administration shall consult with the Bargaining Unit regarding the proposed job descriptions.
- (c) The Board agrees that it is reasonable for administration to provide the OSSTF TBU with a draft copy of any posting for positions covered under this collective agreement **or** for which members of the OSSTF District 9 TBU would be eligible and it is reasonable to allow OSSTF TBU a minimum of one full day to respond with feedback during this consultation.
- L6.5 (a) The Board agrees to provide the Union with a schedule listing of all contract day-school teachers covered by this Agreement complete with address, work location, professional qualifications, category, current FTE and salary level two times per year upon request.
- (b) Scattergrams of category and current salary will be provided to OSSTF by November 30 each year.
- (c) At the time of hiring of any teacher during the term of this Agreement, the Board shall provide the foregoing information to the Union. In the event of any subsequent changes in any teacher's status including without restriction, resignation and termination, the Board shall notify the Union of such change on a monthly basis.
- (d) The Board shall provide the Union with a listing of night school teachers each semester, summer school teachers each summer and home instruction teachers at the end of each school year. This listing will include address, work location and hourly pay rate.
- (e) Upon the completion of staffing each year and upon request of the union, the Board will provide an updated listing of all teachers in Positions of Responsibility and Teaching appointments indicating their FTE status, interim or permanent status and date of hire into the position.
- L6.6 (a) No member of the Union shall carry out or assist in the teacher evaluation.
- (b) **No member of the Bargaining Unit shall be required to perform duties normally and regularly performed by members of another Bargaining Unit.**

Interim Principals and Vice-Principals

- L6.7 (a) The parties agree that an employee who is a member of the Bargaining Unit may substitute for an absent Principal/Vice-Principal or be appointed to an acting Vice-Principal position where there are no employees in the Vice-Principal pool, for a period of not less than a day on a temporary basis not to exceed one school year. The acting Principal/Vice-Principal shall be paid the following salary:

1/194 of Year 1 of the Principal/Vice-Principal's Salary Scale times the number of days in the position. This salary shall be in lieu of the employee's regular salary.

It is agreed that an acting Principal/Vice-Principal shall not evaluate or discipline other members of the Bargaining Unit.

Note: Where the acting position occurs in a school where only one administrator is assigned, the teacher assigned to the acting position shall be paid at the Vice-Principal salary scale for the first five (5) consecutive days in the assignment. If the assignment extends beyond five (5) consecutive days, the teacher in the acting position shall be paid in accordance with the Principal salary scale retroactive to the first day in the assignment.

- (b) The employee will continue to be subject to all terms and conditions of this Collective Agreement.
- (c)
 - (i) an occasional teacher shall be hired to replace a member of the bargaining unit who is acting to replace an absent Principal/Vice-Principal for a period of less than one semester or equivalent in a regular day school.
 - (ii) a teacher shall be hired for an unfilled timetable created by a member of the bargaining unit acting to replace an absent Principal/Vice-Principal for a minimum of one semester or one year.
 - (iii) an absence of a Principal/Vice-Principal known to be for a full school year shall result in a posting of an unfilled timetable created by a member of the bargaining unit acting to replace the absent Principal/Vice-Principal.

L6.8 Certified Teacher

Where the Education Act permits Employers to employ persons without teaching certificates to provide services previously required to be provided by a certified teacher, the Employer agrees to continue to employ certified teachers to provide such services, subject to any other applicable provision of this Agreement until the teacher;

- (a) retires,
- (b) transfers to another teaching position, or
- (c) resigns.

ARTICLE L7 – CATEGORY SYSTEM, CERTIFICATION AND EXPERIENCE ALLOWANCES

- L7.1 Current category definitions shall be those outlined by the Ontario Secondary School Teachers' Federation Certification Department **or Qualifications Evaluation Council of Ontario (QECO)**.
- L7.2 In case of dispute, the ruling of the Ontario Secondary School Teachers' Federation Certification Board **or the Qualifications Evaluation Council of Ontario (QECO)** shall be final.
- L7.3 Categorization of newly-hired teachers and teachers seeking category improvement effective on or after September 1, shall be recognized only in accordance with the Ontario Secondary School Teachers' Federation Certification Department **or Qualifications Evaluation Council of Ontario (QECO)**.

- L7.4 (a) Where a teacher has notified the appropriate Superintendent or designate in writing by November 30 of any school year that the teacher is expecting a change in category or qualifications, for qualifications completed by September 1 of the same year, the increased salary will be paid retroactive to September 1 of the year in which notice was given, on receipt of the documentary evidence on or before May 31 of the same school year, or such other date as may be mutually agreed.
- (b) Where a teacher has notified the appropriate Superintendent or designate in writing by March 1 of any school year that the teacher is expecting a change in category or qualifications, for qualifications completed by January 1 of the same year, the increased salary will be paid retroactive to January 1 of the year in which notice was given, on receipt of the documentary evidence on or before May 31 of the same school year, or such other date as may be mutually agreed on.
- L7.5 Any teacher teaching a full schedule in any area other than their major subject area shall receive full salary, allowances, benefits and other entitlements which apply to their major subject area.
- L7.6 Any teacher with the majority of their timetable in the secondary panel will be considered as a full time member of the secondary panel and hence will be afforded the same rights, salary, allowances, benefits and entitlements as other members who are subject to this Agreement.
- L7.7 All teachers shall be placed on the salary grid at the appropriate level. The determination of such placement shall include credit allowed by the Board for teaching and related experience. The year level grid placement for all teachers on staff shall advance on September 1 of each year. All teachers shall be advanced the salary grids in accordance with their teaching and related experience.
- L7.8 Recognized Teaching Experience
- (a) Previous contract teaching experience in Ontario or its equivalent elsewhere as well as previous occasional teaching experience recognized by the predecessor Boards in accordance with the applicable Collective Agreements, shall be recognized as teaching experience for the purpose of placing a teacher on the salary grid.
- (b) In addition to L7.8 (a), long term occasional teaching experience in Ontario accumulated after September 1, 1998 and short term occasional teaching experience in Ontario accumulated after September 1, 2002 shall be recognized as teaching experience for the purpose of placing a teacher on the salary grid.
- (c) Effective September 1, 2009, every credit taught through continuing education shall be recognized as 0.167 teaching experience.
- (d) Experience calculated shall be added to a teacher's previous experience and shall be effective as of the next school year.
- (e) Teaching experience subsequent to being hired shall be calculated on the basis of one (1) month equals 0.1 year and shall be recorded each September 1. A teacher must be employed for at least one-half (1/2) of the available school days in a given month to gain credit for a full month's teaching experience for that month. It is understood that a month begins with the first day of the assignment. Experience calculated shall be added to a teacher's previous experience and shall be effective as of the next school year.

- (f) Teaching experience gained prior to being hired as a contract teacher shall be calculated on the basis of 194 days equals one (1) full year.
- (g) Teaching experience under L7.8 (a), (b) (c) & (e) shall be cumulative from year to year and shall be calculated as follows:
 - 1. each full year of experience shall count as one (1) year;
 - 2. any remaining fraction of a year shall be calculated as follows:
 - (i) less than 0.4 of a school year – No Credit
 - (ii) 0.4 of a school year and less than 0.8 of a school year – 1/2 year credit
 - (iii) 0.8 of a school year to 1.0 school year – 1 year credit

Example: A teacher teaches 0.8 in year 1 and 0.8 in year 2. The teacher shall be paid at step 1 at the start of year 2. The teacher shall have accumulated 1.6 years of experience by the end of year 2 and will be placed at 1.5 grid steps at the commencement of year 3.

Note: Proof of experience shall be furnished as the original of the written statement from the employing Board(s).

L7.9 Non-Teaching Experience

- (a) (i) War service for teachers shall be allowed if deemed eligible by the Teacher Pension Plan Board. The amount of annual increase will be according to the schedule in effect at the time and will be for each year of service.
- (ii) Business or industrial experience shall be paid at the rate of
 - **effective September 1, 2019 - \$341.03 per year**
 - **effective September 1, 2020 - \$344.44 per year**
 - **effective September 1, 2021 - \$347.88 per year**
- (iii) Effective September 1, 2000 each year of business or industrial experience for technical teachers shall count as one year of teaching experience on the grid to a maximum of six years of experience.
- (iv) A teacher who holds Vocational-Commercial Certification and/or Technical Certification and who holds and/or subsequently receives a Canadian degree or its equivalent and has been awarded Intermediate and/or Senior certification shall be entitled to an allowance not exceeding five years for the experience which was a requirement for entrance to the course leading to Vocational-Commercial Certification and/or Technical Certification.
- (v) Other experience desirable for the subject taught including indirectly related business or industrial experience will be considered on its merits at the rate of

- **effective September 1, 2019 - \$227.35 per year to a maximum of \$1,136.77**
- **effective September 1, 2020 - \$229.62 per year to a maximum of \$1,148.14**
- **effective September 1, 2021 - \$231.91 per year to a maximum of \$1,159.62**

Note: Proof of experience shall be furnished as the original of the written statement of the employing firm(s). For the purpose of allowance, the work experience must be full-time work, must be the primary occupation of the person concerned, and must not be work engaged in during vacation periods. Except as outlined in Article L7.9 (a) (iv) above, years of experience which were used to secure entrance to a college of education or to upgrade a teacher's classification may not be used to calculate the experience allowance. Additionally, teachers will not receive less than that which they received prior to acquiring their Certificate of Qualification.

- (b) Part year of industrial or business experience shall be calculated as the fraction of a year as indicated in Article L7.8 (g) multiplied by the appropriate amount listed in Article L7.9 (a).
- (c) Total payments under parts (ii) and (v) of Article L7.9 (a) above shall not exceed
 - **effective September 1, 2019 - \$3,410.30 per year**
 - **effective September 1, 2020 - \$3,444.40 per year**
 - **effective September 1, 2021 - \$3,478.84 per year**
- (d) The total of all allowances in Article L7.9 of this Agreement shall not be paid above the maximum salary indicated in Article L8.1.

L7.10 It is the responsibility of the teacher to furnish proof of experience directly to the Human Resources Department of the Board, within four (4) calendar months of the date of commencement of employment unless further extended by mutual agreement.

L7.11 Retroactive claims for allowances for experience of any type shall not be entertained after four (4) calendar months of hiring unless the claims for allowances for experience of any type were indicated in the application of the teacher and/or the Acceptance of Position form completed at the time of hiring.

ARTICLE L8 – BASIC SALARY GRID AND ALLOWANCES

L8.1 (a) Effective September 1, 2019

STEPS	I	II	III	IV
0	47579	49593	54227	56734
1	50234	52392	57349	60073
2	53020	55344	60646	63625
3	55966	58477	64146	67378
4	59086	61768	67845	71350
5	62369	65242	71751	75559
6	65838	68934	75881	80014
7	69495	72820	80247	84739

8	73365	76923	84880	89739
9	78550	81504	90384	94975
10	83740	86093	95891	101014

Effective September 1, 2020

STEPS	I	II	III	IV
0	48055	50089	54769	57301
1	50737	52916	57922	60674
2	53550	55897	61253	64261
3	56526	59062	64788	68052
4	59677	62385	68523	72064
5	62992	65894	72469	76315
6	66496	69623	76640	80814
7	70190	73548	81049	85586
8	74099	77692	85729	90636
9	79335	82319	91288	95925
10	84578	86954	96850	102024

Effective September 1, 2021

STEPS	I	II	III	IV
0	48535	50590	55317	57874
1	51244	53445	58502	61280
2	54086	56456	61865	64904
3	57091	59652	65435	68732
4	60274	63009	69208	72785
5	63622	66553	73194	77078
6	67161	70319	77407	81623
7	70892	74284	81859	86442
8	74840	78469	86586	91542
9	80129	83142	92201	96884
10	85423	87824	97819	103045

(b) Part-time teacher pay shall be pro-rated to that of the teachers defined in Article L22.3.

L8.2 (a) In addition to the salary outlined in article L8.1 (a), a teacher holding a position of responsibility as a consultant shall be paid the following annual allowance which shall have the effect of piercing the maximum salary.

Effective September 1, 2019	8,820
Effective September 1, 2020	8,909
Effective September 1, 2021	8,998

- (b) (i) In addition to the salary outlined in article L8.1 (a), Major Department Head / **IB Coordinator** shall be paid the following annual allowance which shall have the effect of piercing the maximum salary:

Effective September 1, 2019	4,410
Effective September 1, 2020	4,454
Effective September 1, 2021	4,498

- (ii) In addition to the salary outlined in article L8.1 (a), a Minor / **Assistant** Department Head shall be paid the following annual allowance which shall have the effect of piercing the maximum salary:

Effective September 1, 2019	2,202
Effective September 1, 2020	2,224
Effective September 1, 2021	2,246

L8.3 Post Graduate Degrees and Additional Educational Allowances

In addition to all other allowances, each teacher shall be paid an allowance for post graduate degrees as any one of the following:

- (a) A holder of an approved master's degree except as excluded hereunder, following a Canadian degree or its equivalent, where the courses are not being used for other certificates or purposes, will receive as follows per annum:

Effective September 1, 2019	1,049
Effective September 1, 2020	1,060
Effective September 1, 2021	1,070

- (b) The holder of an approved Ph.D. degree following a Canadian degree or its equivalent, where the courses are not being used for other certificate or purposes, will receive the following per annum inclusive of the allowance for an approved Master's degree:

Effective September 1, 2019	1,819
Effective September 1, 2020	1,837
Effective September 1, 2021	1,856

- (c) A holder of an approved Master's degree or a Master of Education degree, following a Canadian degree or its equivalent, where not more than one-third courses are being used for other certificates or purposes above the level of an undergraduate degree will receive, effective January 1, 1975 as follows:

Effective September 1, 2019	483.12
Effective September 1, 2020	487.95
Effective September 1, 2021	492.83

- L8.4 (a) In addition to the salary outlined in article L8.1 (a), a teacher holding a position on Pelee Island shall be paid the following isolation allowance which shall have the effect of piercing the maximum salary.**

Effective September 1, 2019	1593
Effective September 1, 2020	1609
Effective September 1, 2021	1625

- (b) **A teacher holding a position on Pelee Island shall be paid transportation costs for the teacher to and from the island twice monthly by air, or weekly by boat. In the event that a trip is not made, it will be possible for the teacher or spouse, resident on the island, to take that trip during some other week or month.**

L8.5 Pay Dates

- (a) Each school year, each employee shall have the option to receive one of the following methods of payment which will be deposited by the Board into an account designated by the employee and compatible with the Board's payroll program.
- (i) twenty-one (21) payments to be made as follows: advance pay on the first day of school
twenty (20) payments during the school year
hold back pay to be included with the last of the 20 payments
 - (ii) twenty-four (24) payments to be made up as follows: Advance pay on the first school day

Twenty payments during the school year
Three payments: July 15th, July 30th, August 15th, – each payment to include one-third of the holdback.
- (b) Regardless of the method of payment selected by the teacher outlined in L8.5 (a) above, it is agreed that each regular payment will be subject to a hold back of 15% of the gross amount of the regular payment. An advance for the four-month period September to December based on 1.5% per month (6%) of gross annual salary, based on the salary at the time the advance is run, will be paid on the first school day in August or September at the time the advance is run. A hold back for the six-month period January to June based on 1.5% per month (9%) of gross annual salary will be paid in accordance with the method chosen.
- Note: Teachers hired or returned to regular payroll subsequent to the commencement of the school year shall not be paid the advance payment nor shall the teacher be subject to the holdback deduction applicable to the advance.
- (c) The pay dates for the school year shall be the 15th and 30th of each month or the immediately preceding business day if the 15th or 30th fall on a weekend or holiday.
- (d) Members requesting a change in pay schedule will make the request to the Human Resources Department no later than May 15th to be effective June 30th of the current school year.

L8.6 Deductions from Wages

- (a) The Board shall not deduct monies other than regular payroll deductions from an employee's earnings without written consent of the employee.
- (b) (a) will not apply in cases where there is an overpayment of monies as a result of an accumulated sick leave account with a zero balance, payment of cost of supply in accordance with Article L17 or the deduction of a day without pay for disciplinary reasons.
- (c) Both parties recognize that no notice is required when an unpaid day is deducted before the applicable pay is processed to avoid an overpayment.
- (d) **In the event that money must be deducted from an employee's pay, the Board shall notify the employee and the TBU President of its desire to set up a repayment schedule with the employee. Every effort shall be made to put a reasonable repayment schedule in place.**

L8.7 For all calculations, the Board will consider a school year to be 194 working days.

L8.8 For the purpose of reporting hours worked for Employment Insurance, the employer shall record each full work day as eight (8) hours worked.

L8.9 If a teacher is entitled to receive additional compensation resulting from class size overages, supervision/on-call overages or grievance settlements (which do not affect salary), while on a leave of absence for which EI is being received, the payment will be postponed. The teacher will be notified that such payment will be made at their request no later than 6 months after their return to work.

L8.10 If a teacher's pay has been adjusted due to SEB, or a payment resulting from a contract violation, a copy of a sample calculation will be provided to the teacher for each school year.

ARTICLE L9 – SENIORITY

L9.1 In recognition of the discrepancies between the starting dates of the two amalgamating Boards for the school years 1992-1998, the date for first day worked will be adjusted for placement on the seniority list to be the same for both amalgamating Boards and other members of the bargaining unit would then be placed on the seniority list relative to the adjusted first day worked.

L9.2 By January 31, the Employer shall, in conjunction with the Bargaining Unit, have developed a list of all Bargaining Unit members in order of their acquired seniority. The seniority list will be determined in accordance with the provisions of this Article and shall be used for the purposes of declaring surplus and redundant teachers only. The seniority list will record the teacher's qualifications.

L9.3 The seniority system will take effect the date of ratification of this Agreement or such earlier date as the parties may agree.

- L9.4 (a) Seniority shall be the length of continuous secondary teaching as a Bargaining Unit member with the Greater Essex County District School Board and the teacher's immediate predecessor Board with seniority accruing from the first day worked after last date of hire. Approved absence, including layoff with recall rights, shall not be considered an interruption of continuous service.
- (b) For the purpose of placing teachers on the seniority list, the seniority of those teachers who are on fractional timetables will be calculated as if they were working full-time.
- L9.5 A seniority list shall be established for day school teachers
- L9.6 The list shall be rank ordered such that the most senior Bargaining Unit member is at the top of the list and the most junior at the bottom.
- L9.7 (a) Seniority lists shall be posted in all secondary schools and copies forwarded to the President of the Bargaining Unit no later than January 31, of each school year.
- (b) In order to be recognized, proof of successful completion of qualifications must be submitted before the commencement of first round staffing.
- L9.8 (a) Appeals of a member's seniority shall be brought to the attention of the Employer by the member as soon as discovered, and if not brought to the Employer's attention within twenty (20) working days, at the time of discovery will be noted but not updated until the next year's seniority list is prepared.
- (b) Requests to remove qualifications from the seniority list not documented on the teacher's certificate of qualification, shall be honoured in accordance with the appeals process outlined in (a) above.
- (c) Notwithstanding the qualifications on the seniority list, a teacher will be accommodated during the staffing process as per the Board's Disability Management Program.
- (d) **At the conclusion of the seniority list appeal process the updated seniority list shall be posted in all secondary schools and copies forwarded to the President of the Bargaining Unit no later than April 15th, of each school year.**
- L9.9 Bargaining Unit members who commenced teaching on or after January 1, 1998 shall be added to the seniority list based on their first day of work subject to L9.1.
- L9.10 Effective January 29, 2009, should a tie in rank ordering occur, the tie will be broken based on the first day of work. The following criteria shall be used to break the tie:
- (a) total years of secondary teaching experience with the Board and its predecessor boards, **including any Board approved statutory leaves;**
THEN
- (b) total years of teaching experience in Ontario;
THEN
- (c) by a lot conducted by the Bargaining Unit.

L9.11 The seniority rights of a secondary school teacher shall cease for any one of the following reasons:

- (a) a secondary school teacher resigns,
- (b) a secondary school teacher retires,
- (c) a secondary school teacher is discharged and such discharge is not reversed through grievance/arbitration procedures;
- (d) a secondary school teacher is not recalled subsequent to being declared redundant in accordance with Article L12.4 (a);
- (e) a recalled secondary school teacher refuses a fractional or full-time position equivalent to the position which they previously held, unless a reason is given which is satisfactory to the Superintendent of Schools upon consultation with the Bargaining Unit President;
- (f) a teacher's contract is terminated with severance pay.

ARTICLE L10 – STAFFING PROCEDURES

L10.1 District Staffing Committee

- (a) The Board shall maintain a District Staffing Committee (D.S.C.) to implement the staffing requirements of the secondary system as per Article L10.2 and to allocate the system's "minimum eligible course obligations" for classroom teachers and the FTE for Guidance and Library teachers, **non-credit sections, Credit Recovery and sections allocated through Special Education, ESL, and other available funding** to each secondary school. The Committee shall remain active throughout the staffing process as outlined within Article L10 of the Collective Agreement.
- (b) The District Staffing Committee shall be comprised of equal representation, up to **five (5)** Union representatives and up to **five (5)** Board representatives. Any changes to this number shall be by mutual agreement.
- (c) **The District Staffing Committee will develop:**
 - (i) **a guideline of course codes which correlate with subject qualifications for staffing purposes. This guideline will be reviewed by February 15th each year if any changes are necessary;**
 - (ii) **a Section Allocation Spreadsheet for schools to show section allocations based on student course choices, class size maximums and program requirements. This spreadsheet will be reviewed by the District Staffing Committee by March 31st each year if changes are necessary.**
- (d) **The District Staffing** Committee shall meet prior to Round 1 (in school staffing) to examine and discuss the projected enrolment provided by the appropriate Superintendent for the upcoming school year. To enable the D.S.C. to perform such functions, the appropriate Superintendent shall furnish to the D.S.C.:
 - (i) Data on projected enrolment furnished for each school

- (ii) Historical enrolment statistics as published by the Board or other sources
- (iii) Option tally sheets by school and department **as of March 31;**
- (iv) Calculations showing the system's "minimum eligible course obligations" for classroom teachers **and the FTE for Guidance and Library teachers, non-credit sections, Credit Recovery and sections allocated through Special Education, ESL, credit sections using all available funding from the Ministry of Education and other government agencies.**
- (v) Such other information or data which the D.S.C. or its Co-chairpersons may request and is readily available.

Whenever possible, all materials will be provided at least 48 hours prior to the meeting at which it will be discussed. As soon as feasible after the funding information has been made available to the Board, the District Staffing Committee will meet to determine the projected allocation of teachers to schools and to set a calendar of dates required to implement **Round 1** staffing.

- (e) The District Staffing Committee may request the attendance of resource personnel who are employees of the Board.
- (f) Any disagreement of the in-school committee shall be referred to the District Staffing Committee. The District Staffing Committee shall report their decision to the appropriate Superintendent for implementation.
- (g) Staff declared surplus at each school will be staffed during the second round of staffing according to Article L12.
- (h) **The Board agrees that during the District Staffing Process, the Union will be given the opportunity to review the Round 2 staffing process after every pass and/or at the end of each day.**
- (i) **The Board shall allocate a minimum of 99.8% of available sections prior to Round 1. The Superintendent of Secondary Staffing will advise the District Staffing Committee of any deviation of that number prior to Round 1.** The Board shall review staffing at the end of the second week of each semester/term. The Board shall advise the Bargaining Unit President of any reallocation of staff during the school year. Information will be shared with the Bargaining Unit President prior to the second semester to ensure that 100% of staff is allocated to the schools.
- (j) The Committee will review the method of staffing the schools during the school year, including surplus and redundancy declarations, transfers, and hiring to vacancies.
- (k) In the event a decision is not reached by the District Staffing Committee on any matter, the appropriate Superintendent shall make a decision. The Union reserves the right to grieve any alleged violations of the Collective Agreement.
- (l) **The District Staffing Committee may decide to return school staffing agreements to the S.S.C. to correct violations of the Round 1 staffing process. This must occur during the appeal process and prior to the commencement of Round 2.**

L10.2 District Staffing Allocation

Note: Subject to Central Terms [Letter of Agreement #3](#) pages 27-29.

For the purposes of staffing in grade 9 to 12 (excluding E-Learning credit courses), the Board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulation.

- (a) The Board agrees to consider other options before assigning students to a teacher during what would normally be non-teaching sections, such as Student Success, Learning Support, Library, Guidance, Credit Recovery and administrative periods. The Principal will discuss with the teacher and the Branch President the rationale before adding additional credit courses.**
- (b) Funds generated by the funding formula for classroom instruction, preparation time, library, guidance and special education cannot be allocated outside of the OSSTF District 9 Teachers' Bargaining Unit.
- (c) The Superintendent of Secondary Staffing shall share the District Staffing Section Allocation Spreadsheet and the final section allocation spreadsheet to schools with the District Staffing Committee and explain factors that led to any adjustments in section allocations.**

L10.3 District Staffing Process

- (a) Declaration forms will be completed for distribution by a date established by the Superintendent responsible for staffing after consultation with the District Staffing Committee including staffing forms such as:
 - (i) transfer requests;
 - (ii) change of F.T.E. requests; and
 - (iii) preference sheets

The forms shall be distributed at least 2 weeks prior to the submission deadline. Preference Sheets shall include an indication of a teacher's eligibility and interest in teaching currently approved Ministry / **Board** programs or subjects for which no Major qualifications **is are** clearly indicated. The Principal shall interview **and select for Principal appointed positions from those candidates who have expressed interest in section B of the SS1 staffing form.**

- (b) The Principal and the Branch President shall review the staffing forms to ensure their accuracy and seek clarification from the teacher if necessary, prior to the submission to the appropriate superintendent.
- (c) In the event there is an unforeseen change of circumstance, such as a reduction in the number of Teaching Appointments, the Superintendent may allow affected teachers the opportunity to amend their preference form before Round 1 staffing.
- (d) When possible, the Board will determine if there will be a reduction in Department Heads or Teaching appointments and notify the Bargaining Unit and the affected teacher(s) of the reduction before the first set of postings for Positions of Responsibility and Teaching Appointments.

- (e) The first round postings of all Positions of Responsibility and Teaching Appointments shall be filled before the first round of staffing takes place.
- (f) When possible, all e-Learning positions **and other positions staffed through a posting process open to secondary teachers** shall be filled before the first round of staffing takes place.
- (g) **Prior to February 15th, the Superintendent of Secondary Staffing, in consultation with the Teacher Bargaining Union President, will determine which teachers will be staffed over with contract teachers, understanding that these teachers are entitled to return to their school if they return to work, subject to staffing provisions.**
- (h) **The Board will contact all teachers on leave, other than the teachers that have been staffed over, to verify their staffing intentions for the following school year.**
- (i) **When there are not enough contract positions available at the end of Round 2:**
 - (i) **The FTE excess staff is determined by the difference between the FTE of the BU and the FTE required for staffing.**
 - (ii) **The teachers that make up the excess staff are determined based on seniority and qualifications starting with the lowest seniority teacher in the bargaining unit, notwithstanding limitations due to restricted subjects.**
 - (iii) **The teachers identified in (ii) will be staffed in Round 2 the following school year.**
- (j) **Prior to Round 2, the DSC shall be provided with the staffing forms submitted to the Superintendent of Secondary Staffing by teachers who were determined to be staffed in Round 2.**

L10.4 School Staffing Committee

- (a) A School Staffing Committee (S.S.C.) shall be established each year in each secondary school with the view to working collaboratively to make a mutually satisfactory joint determination for staffing assignments within each school. The School Staffing Committee shall be comprised of the Principal and the Vice-Principal(s), OSSTF Branch President or designate from the Branch Executive, the CBC Representative and 3 to 5 members annually elected by the staff. The S.S.C. shall be co-chaired by the Principal and the Branch President or designate from the S.S.C. All School Staffing Committee meetings shall be scheduled at a time and location mutually satisfactory to the co-chairs. In the event that a mutually satisfactory time and location cannot be agreed to, the time and location will be determined by the Superintendent and Bargaining Unit President. The S.S.C. shall remain active throughout the staffing process as outlined within Article L10 of the Collective Agreement.
- (b) Prior to the first round of staffing, each school will be provided with an updated staff list that includes current staff, members returning from a leave of absence and going on a leave of absence, teachers who declared for a particular school, and teachers on long

term leaves of absence. Schools will also receive the names of teachers on long term leaves of absence who may be staffed over with contract teachers.

- (c) All documents pertaining to staffing, including but not exclusive to,
 - (i) option tally sheets on or about March 31;
 - (ii) transfer requests;
 - (iii) change of F.T.E. requests; and
 - (iv) preference sheets,
shall be made available to the S.S.C. at the beginning of the staffing process. The Principal will provide the S.S.C. with the preliminary number of sections allocated to each department and the number of sections along with specific course codes for departments in which all members do not have the same teachable subject areas (i.e. senior science, technological **education** and the teachers selected to teach special programs or subjects for which no major qualification is clearly indicated (i.e. Student Success and Credit Recovery).
- (d) The Committee shall review the allocation to the school by the District Staffing Committee of the secondary system's "minimum eligible course obligations" for classroom teachers, including non-credit Special Education and ESL teachers, and Guidance and Library teachers for the school year and will provide feedback to the District Staffing Committee.
- (e) The principal determines the distribution of sections allocated within the school based on student option sheets and program requirements in consultation with Department Heads and the School Staffing Committee. **The Principal will review with the Department Head of the curriculum area section allocation and explain factors that led to any course cancellations and combinations in section allocations.**
- (f) The Committee will determine the assignment of staff within the school upon being allocated staff by the District Staffing Committee. The Committee will provide input to the Principal with respect to the allocation of the school's "minimum eligible course obligations" to each classroom teacher, consistent with the program requirements of the school. The Committee may consult the Department Heads prior to determining the assignments of staff within the school.

L10.5 School Staffing Process

- (a) **Department Heads will be assigned three (3) sections within their respective department prior to Round 1 staffing.**
- (b) **If a Department Head cannot be staffed using the process outlined in Articles L10.5 (f) and (g), the staffing committee may assign the remainder of the Department Head's timetable with sections from their minor teaching area(s).**
- (c) **If a Department Head cannot be assigned a timetable using the protections found in Article L10.5 (a) and (b), the remaining sections will be assigned at the end of Round 1 from the unfilled sections the teacher is eligible and consents to teach being as flexible about qualifications as allowed by the Ontario College of Teachers/Education Act and Regulations.**

- (d) **If a Department Head's timetable cannot be completed using Article L10.5 (c), then the Department Head is declared surplus. The sections previously assigned to the Department Head will be reallocated to the school to be assigned to the current staff in Round 1.**
- (e) Teachers will be assigned a full timetable in accordance with their major subject area qualifications and in accordance with seniority. Teachers on a Letter of Permission who have not yet begun a teacher certification program at a University will be placed on the surplus list and staffed, as needed, during the second round of staffing.
- (f) Teachers who hold major qualifications to teach in more than one subject area and who indicate a preference shall be placed in the subject area(s) of their preference and in accordance with seniority for a minimum of four (4) courses of their timetable.
 - (i) Sections allocated annually by the Principal in special programs or subjects for which no major qualification is clearly indicated (**i.e.** Student Success, Credit Recovery, and Instructional Coaches) shall count towards the number of courses in a preference or the minimum number of courses for a timetable as long as the remainder of the teachers' timetable can be filled with majors or minors according to the regular staffing rules.
 - (ii) Teachers who were reduced from a 1.0 F.T.E. to a partial Teaching Appointment shall be entitled to indicate their preference for the remainder of their timetable.
- (g) Lacking 4 courses in the preferred subject, or 3 courses for technical studies teachers as outlined in **Article L1.1 (c) (ii) 6**, the teacher may either accept the remaining courses, if any, in their preferred subject combined with other courses for which the teacher has major qualifications to make a full timetable, declare **themselves** surplus to the school or accept a timetable as outlined in L10.5 (h), if applicable.
- (h) Lacking a full assignment in a major(s) area, teachers will be assigned, a minimum of four (4) courses, **or three (3) courses for technological education teachers**, of their timetable in a major(s) area with the remainder of the timetable being assigned in their minor teaching areas.
 - (i) such timetables shall be made only to accommodate teachers who cannot fully be time tabled in their major subject area(s).
 - (ii) a full timetable in a major subject area shall not be split in order to accommodate a timetable as outlined in **Article L10.5 (h)**.
- (i) Lacking a full assignment in major(s) or minor(s) as outlined in L10.5 a teacher shall be declared surplus to the school. Should there be more teachers eligible to teach in a subject area than the school program requires, the teacher(s) in the subject area(s) with the lowest seniority will be declared surplus.
- (j)
 - (i) Where a teacher selected for a currently approved Ministry program or subject for which no Major qualification is clearly indicated has lower seniority than a teacher(s) potentially being declared surplus to the school, the teacher potentially being declared surplus shall be accommodated in the school at the end of Round

The potentially surplus teacher(s) have the right to select unfilled sections the teacher is eligible and consents to teach being as flexible about qualifications as allowed by the Ontario College of Teachers/Education Act and Regulations. Where the teacher is unable to be accommodated or does not provide consent, the teacher is declared surplus.

(ii) If the assignment of the initial three (3) sections given to a Department Head, as per Article L10.5(a), directly leads to a more senior teacher becoming surplus, the affected teacher can utilize the rights outlined in Article L10.5(j)(i)

(iii) If there are no sections available in majors and minors through the normal staffing process for a teacher who was reduced from a 1.0 FTE to a partial Teaching Appointment, the teacher has the right to select unfilled sections the teacher is eligible and consents to teach, being as flexible about qualifications as allowed by the Ontario College of Teachers/Education Act and Regulations. If the teacher does not give consent, the teacher will be staffed during Round 2.

- (k) Should there be more teachers eligible to teach in a subject area(s), according to Article L10.5, than the school program requires, the teachers in that subject area(s) with the lowest seniority on the seniority list will be declared surplus to the school. However, where the lowest seniority teacher holds a position of responsibility or Teaching Appointment, the teacher will not be declared surplus.
- (l) Teachers may refuse an assignment within a subject area which they have not taught for more than ten years and declare themselves surplus to a school during Round 1 staffing.
- (m) The unfilled sections that remain after Round 1 will be used in Round 2 staffing. If any changes to the unfilled sections are required, the DSC will be notified of the rationale.**
- (n) When it is necessary to change teachers' staffing assignments from the assignments given in rounds 1 and 2 of the Spring staffing process, the Principal will consult with the **teacher and the** applicable Department Heads, following seniority/qualifications whenever possible, and then inform the Branch President of the necessary changes and the reasons for them as soon as possible. **After Round 2 has concluded, any changes to a teacher's assignment will require mutual consent from the Board and the teacher.**
- (o) In the event the sections outlined in Section B of the SS1 staffing form, that are principal appointed, need to be filled after the staffing process has concluded, the staff will be given an opportunity to express an interest in that position. If a suitable candidate is not found from within the existing staff, the Board may take the necessary steps to fill such position.**
- (p) Timetables for the upcoming school year will be provided to teachers before the end of June when possible. The Board will make every effort possible to provide the teacher at least two (2) teaching day's notice if a timetable change is necessary.**

L10.6 Staffing Appeals Process

- (a) Once a joint tentative staffing arrangement has been reached and signed by the Co-chairs, but prior to it being posted, the Co-chairs shall personally notify those teachers who are tentatively surplus and each teacher shall receive an explanation of how they were declared surplus and be given a copy of the tentative assignments for the entire staff.
- (b) Any member affected by the decision of the S.S.C. may appeal to the S.S.C. using the form provided. The S.S.C. will then meet to decide the merits of the appeal and adjust staffing and repost if necessary. Teachers who have their appeal denied by the S.S.C. shall have the right to appeal to the D.S.C. Appeal requests are to be submitted to the appropriate Superintendent and the TBU president within two (2) full school days of the agreements being posted. The decision of the D.S.C. shall be communicated to the S.S.C. by the principal.
- (c) Final determination for staffing assignments within each school shall not be made until the joint tentative staffing agreements has been posted in the school and teachers have been given two (2) full school days to lodge an appeal as provided for under Article L10.6 (b). If a new tentative staffing assignment is created, as a result of appeals to the S.S.C., it will be posted in the school and teachers will be given two (2) full school days to lodge an appeal. If new appeals are launched after the revised tentative staffing assignment has been posted, the staffing assignment will be forwarded to the D.S.C. for resolution.
- (d) If a teacher's appeal under Article L10.6 (b) has been rejected and after the Principal and the S.S.C. have made a final determination for staffing assignments within the school, the teacher shall have two (2) full school days to notify the Superintendent of their desire to appeal the staffing assignment to the D.S.C. **using the School Staffing Appeal form.**
- (e) If a mutually agreeable joint staffing agreement is achieved at a school, the Principal shall provide copy of agreement to the Branch President at the time of the agreement is signed by both parties.
- (f) If the S.S.C. has not reached a tentative joint determination regarding staffing assignments, both versions will be posted. The S.S.C. shall make a further attempt at a solution after 24 hours. If after such an attempt resolution has not been reached, disagreements shall be submitted to the D.S.C. for resolution. Teachers may express concern with either version by sending the appeal form to the appropriate Superintendent and the TBU president within two (2) full school days of the agreements being posted.
- (g) **The Superintendent of Secondary Staffing shall provide the Principal a copy of the DSC decision and any required changes to Round 1 staffing in writing within two school days, with a copy to the DSC. The Principal shall share this with the SSC.**

L10.7 In the event that a secondary school is scheduled to close, the following procedures shall be followed:

- (a) In the event two or more schools close in one year, it will be considered a merger only if school boundaries are being combined and the resulting school has a new identity. In the case of department heads and teaching appointments being reassigned to a school due to a school merger, the department head or teaching appointment who has been in the position the longest will remain in the position. The department head or teaching

appointment last hired into the position will be the department head or teaching appointment displaced.

- (b) In the event of a single school closure, the Department Heads and Teaching Appointments of the closing school will be considered to be displaced.
- (c) In the event of a school merger or a school closure, Article L15.5 will be used when Department Heads are displaced and Article L14.1 will be used when Teaching Appointments are displaced from the closing school.
- (d) The D.S.C. shall consider the number of students from the closing school enrolling in each receiving secondary school as a percentage of the total number of students from the closing school who are remaining in the system. Teachers shall rank their preference to be staffed at each of the schools receiving students.
- (e) For staffing purposes, the allocation of the staff of the closing school shall be such that teachers of the closing school will be allocated to the receiving secondary schools prior to Round 1 staffing in the same proportion as the students as calculated in Article L10.7 (d) above.
- (f) Upon conclusion of the process described in (c) above, remaining teachers will be allocated to the receiving schools by seniority and location. The appropriate Superintendent will then, in consultation with the Bargaining Unit, distribute the teachers in the various schools.
- (g) The size and proportion of the SSC will be determined by the DSC. At least one teacher from the closing school shall be added to the school staffing committee of each of the receiving schools. In the case of a school merger, the SSC shall be composed of equal proportions of each closing school.

L10.8 (i) In the event of the opening of a new school, after the selection of all department heads and teaching appointments through the interview process, all bargaining unit members shall be able to apply for a transfer to the new school according to the transfer procedures set out in Article L11.

(ii) The staffing of the new school shall be completed based on seniority and qualifications before in-school staffing commences in the other schools, for the opening year of the new school.

ARTICLE L11 – VOLUNTARY TRANSFERS AND VACANCIES

- L11.1 (a) Bargaining unit members who wish to be considered for transfer to another secondary school must inform their Principal in writing using the form provided not later than the Tuesday before March break in the school year immediately prior to the school year for which the transfer shall be effective. The application may specify a school or schools and major subject area of preference.

- (b) **In the event that a Teacher Consultant or Special Assignment Teacher wishes to be considered for a transfer in order to change their “home school” location, the teacher must inform their Supervisor in writing using the transfer form provided no later than the Tuesday before March break in the school year immediately prior to the school year for which the transfer shall be effective. The application may specify a school or schools and identify a major subject area of preference. If a Teacher Consultant or Special Assignment Teacher wishes a regular teaching assignment before the end of their term, the teacher may submit a transfer form and be staffed in Round 2 as a surplus teacher.**
 - (c) Applications for transfer will be considered by the Superintendent during the staffing process. Transfer requests will be considered to fill vacancies in order of seniority. A transfer request will be considered a match to a vacant timetable if the majority of the timetable is in the teacher’s preferred major qualifications as indicated on the transfer form, with the remainder of the timetable in the teacher’s other major or minor qualifications.
 - (d) Notwithstanding Article L11.1 (b), no member will be given a transfer if that transfer would result in a teacher, who otherwise would have a position, becoming surplus.
 - (e) **All teachers will be notified at the end of Round 2 staffing of the status of their transfer request.**
- L11.2
- (a) Requests for transfer as per L11.1 (a) shall remain on file with the superintendent until the staffing process is completed for second semester the following February.
 - (b) Applications for transfer will be considered by the Superintendent for vacancies which are at least one full semester. Transfers will be granted according to the same criteria as outlined in L11.1 (b).
 - (c) Transfers must be rescinded by Board email only, to the appropriate Superintendent prior to **the beginning of Round 2 staffing if the teacher is no longer interested in a transfer for the next school year, or prior to November 30th if the teacher is no longer interested in a transfer for the second semester.**
- L11.3 A vacancy or a new position, other than a vacancy in a position of responsibility or in programs listed in article L14.1 shall be filled according to qualifications and seniority in the following order:
- (a) consideration of relevant transfer requests on file
 - (b) posted according to procedures outlined in L13.1 (a) provided that at least one full term or one full semester remains in the school year
 - (c) The appropriate Superintendent or designate shall fill the vacancy and determine the effective date of appointment to be no later than the beginning of the next semester in the semestered schools.
- L11. 4 An application for a vacant position by a teacher on staff will be considered a commitment to accept the position except in the event that subsequent to the date of the application:

- (a) a position becomes available in the teacher's present school for which the teacher is qualified and the teacher elects to remain in the teacher present school; or
- (b) a position becomes available which is more directly related to the teacher's experience and qualifications and the teacher elects to apply for this position; or
- (c) the teacher and the Superintendent mutually agree that the application will be withdrawn or altered.

L11.5 After the transfer process is exhausted, only the first vacancy or new position shall be posted.

L11.6 Should a vacancy still remain unfilled, part-time teachers wishing to increase their FTE entitlement and holding the appropriate qualifications shall be considered prior to **considering a position vacant for external posting to the occasional teachers**. The Board may take such steps as it considers necessary to fill such position.

Notwithstanding anything herein to the contrary, at no time shall the Board hire personnel from outside the Bargaining Unit or place a principal or vice-principal in a teaching position while there are redundant teachers on recall who are qualified to fill the vacancy.

ARTICLE L12 – SURPLUS / REDUNDANCY / RECALL / TERMINATION / RESIGNATION / RETIREMENT

- L12.1 (a) During Round 2 staffing voluntary transfers according to Article L11 will be considered along with teachers who were declared surplus in order of seniority.
- (b) When there are teachers declared surplus to a school, in accordance with this Article, the **District** Staffing Committee shall assign these teachers to a school based on their subject area qualifications and seniority to assume a vacancy or a timetable for which the teacher is qualified held by a teacher who has the least seniority in the system, excluding department heads, consultants and Teaching Appointments.
- (c) Following the staffing of L12.1 (b) the remaining teachers shall be placed by the appropriate Superintendent, after consultation with the Union, to a vacancy or unfilled position provided that the teacher has major or minor qualifications for the majority of the sections in the vacancy or unfilled position. Where the qualifications are relatively equal seniority will prevail with respect to filling vacancies or unfilled positions under this article.
- (d) **All teachers are subject to being declared redundant according to Article L12.**
- (e) A teacher shall not be declared redundant if
 - (i) **the teacher is eligible and consents to teaching in another subject area and if necessary, receives a Letter of Approval (for subjects which are Partially Restricted by the Ontario College of Teachers/ Education Act and Regulations), or**
 - (ii) **if not enough courses are available to meet the teacher's FTE, then the teacher will be declared excess, and assigned to a full or partial long-term assignment, or**

(iii) if a long-term assignment is not available, the teacher will be assigned to the supernumerary pool on a full or partial basis to meet the teacher's FTE.

- (f) All long term leave requests and requests for reduced timetables shall be considered prior to any teacher being declared redundant.
- (g) The remaining timetables will be posted as vacancies.

L12.2 A teacher who has been declared redundant shall be entitled to their option to one of the following:

- (a) termination of employment with the right of recall in the order of seniority, subject to the teachers being qualified to teach in the timetable in which an unfilled position occurs. Recall rights shall be applicable to part-time as well as full-time timetables.
- (b) The amount of severance pay shall be calculated on the basis of annual salary at the time of redundancy as follows:
Continuous Experience and 5% for each additional year to a maximum of 50% with the Board

	Severance Pay
1 year	0%
2 years	10%
3 years	15%

- (i) The actual payment of severance pay will take place by September 30.
- (ii) A teacher who opts for severance pay loses all rights under the Agreement, with the exception of the right to severance pay, with their employment relationship with the Board considered terminated at the end of the school year or the date the request for severance is approved by the Board, whichever is later.
- (c) termination of employment where the teacher is not entitled to credit by another board of education as provided in Article L12.2 (a) with severance pay at the time of termination of employment plus one-quarter (1/4) of the number of days standing to the teacher's credit in the Board's sick leave plan, subject to any statutory limitation;
- (d) This article is applicable to teachers with more than two years of service. A special leave of absence for the purpose of retraining to qualify for another teaching position with the Board with the term of the period of absence and retraining to be agreed upon by the teacher and the Board, the Board taking into consideration the welfare of the teacher, the facilities available for retraining through the Government of Canada, province of Ontario, O.T.F. and the Board. The Board will pay the teacher's benefits as provided in Appendix L- B and tuition fees. In addition, the Board shall pay the teacher an amount equivalent to 30% of the teacher's salary for the year preceding the commencement of the leave providing such payments do not reduce any amounts that may be available from other sources for such retraining. The right of recall in accordance with Article L12.4 (a) shall be available subsequent to retraining;
- (e) Assignment to a supernumerary pool in order of seniority subject to an opening in the pool.

- (f) Consideration shall be given to assignment to the Elementary Panel subject to an opening for which they are qualified and in order of seniority. In the event that a redundant teacher is assigned to the elementary panel recall will be as follows:
1. Once recalled to a vacancy in the secondary panel, excluding the supernumerary pool, during the year in which a redundant teacher teaches in elementary, consideration will be given, in consultation with the union, to transferring the teacher subject to:
 - (i) The availability of elementary teachers to assume the assignment.
 - (ii) Program requirements of the elementary panel; and
 - (iii) The timing of the vacancy in the secondary panel.
 2. If the transfer is not effected immediately, an occasional teacher will be placed in the secondary panel until the transfer is effected or to the end of the school year, whichever comes first. If the redundant teacher is not transferred during the school year, the teacher will be placed in that vacancy for staffing purposes for the next year.

L12.3 Supernumerary Pool

Teachers who commence employment with the Board subsequent to September 30th, and who therefore have not completed their probationary period by June 30th, shall not be considered for assignment to the Supernumerary Pool outlined below.

- (a) If there are **excess** teachers for whom no position is available and/or teachers on the Recall List, a permanent Supernumerary Pool of up to twelve (12) full-time teachers will be created for the next school year with placement in the pool determined in order of seniority. While occupying a position in the Supernumerary pool, the teacher is considered on notice of transfer and may be placed where needed in schools within the system.
- (b) An **excess** teacher refusing a position in the permanent Supernumerary Pool shall be declared redundant and placed on the Recall List.
- (c) When vacancies are filled from the pool, redundant teachers shall be recalled to the pool in order of seniority.
- (d) The Supernumerary Pool teachers may be assigned duties that include the following or a combination of the following:
 - (i) Occasional Teaching
 - (ii) Other educational assignments appropriate to a qualified teacher.
- (e) Supernumerary Pool teachers will receive full salary and insured benefits.
- (f) A Supernumerary Pool Teacher who is assigned on a regular basis to teach in more than one school on the same day shall receive a mileage allowance reflecting the mileage traveled between each school for each day the teacher is assigned to teach in both schools.

- L12.4 (a) The right of recall shall apply to permanent as well as probationary teachers and shall extend for five years from declaration of redundancy at the date when the teacher became redundant. Such right of recall shall extend to a further five years provided a teacher submits evidence satisfactory to the Board that they have taken refresher courses or has otherwise kept up with the teaching profession. Such teacher's seniority shall continue to accumulate in accordance with the provisions of Article L9. If no position is found within the five or ten years, the teacher's employment will be terminated excluding any provisions of the Agreement.
- (b) The Board shall maintain, publish and post a recall list of redundant teachers in order of most senior teacher to least senior teacher. The list shall contain the teachers' subject areas of qualifications.
- (c) Redundant teachers must notify the appropriate Superintendent by registered letter no later than March 1 of each year that they wish to remain on the recall list for the following school year.
- (d) Teachers on the recall list shall be responsible for informing the Board and District 9 of any new areas of qualification and of any change of address.
- (e) The Board shall notify teachers being recalled in writing by registered mail and such teachers shall notify the Board of acceptance no later than 14 days after receipt of recall notice. A teacher, unable to notify the Board of acceptance within 14 days due to injury, illness or other reason deemed acceptable by the appropriate Superintendent shall not lose future recall rights.
- (f) Teachers will be recalled to the Supernumerary Pool in order of seniority when there is an opening.
- (g) A teacher has the right to refuse recall to a position offered by the Board based on travel, geographical considerations, without prejudice to the teacher's recall rights.
- (h) Teachers on the recall list will be entitled to continue to be enrolled in the benefit plans in which they were enrolled immediately prior to being declared redundant with the employee paying 100% of the premiums.

L12.5 A teacher may elect to refuse to displace another teacher and be placed on the recall list or Supernumerary Pool if a position is open.

L12.6 A teacher on probation or a permanent teacher whose employment is terminate due to redundancy shall receive a letter from the Board stating redundancy as the reason for termination.

L12.7 Termination of Employment/Retirement/Resignation

- (a) A teacher shall notify **the** Superintendent of Secondary Staffing of their intention to resign/**retire** by:

-October 1 resign/**retire** effective November 30 or
-November 1 resign/**retire** effective December 31 or January 31 or
-February 1 resign/**retire** effective April 30 or
-April 1 resign/**retire** effective June 30 or August 31.

- (b) Any vacancy created by an April 30th retirement will be filled for the remainder of the year by a long term occasional teacher.
- (c) Nothing herein prevents an employee and the Employer from mutually agreeing to the employee's resignation at any time.
- (d) The Employer and an employee who is a night school or summer school continuing education teacher shall give written notice to the other of not less than two weeks should either wish to terminate the employee's employment:
 - (i) before the last day of the course(s) being taught by the employee; or
 - (ii) provided that fewer than two weeks are to elapse before the start time of the course.
- (e) If the second semester begins before February 1st, the Board will permit the retiring teacher to retire on January 31st and post and fill the remainder of their timetable for the full second semester. It will be understood that the retiring teacher will still report to work up to and including January 31st and perform duties as assigned by the Board.

ARTICLE L13 – POSTINGS & INTERVIEWS

L13.1 (a) (a) A posting for a position of responsibility, ~~or Teaching Appointment~~, **or Special Assignment Teacher** must:

- (i) indicate the schools and subject areas of the vacant positions.
- (ii) be posted for a duration of seven (7) school days.
- (iii) indicate that the candidate must have completed the necessary experience and provided the board evidence of the completed qualifications at the time of the application
- (iv) allow teachers to indicate which location(s) are being applied for when multiple work locations are posted
- (v) require five (5) years secondary contract teaching experience**
- (vi) be provided to the Bargaining Unit President for consultation before being posted**

- (b) The effective date of the appointment **to a Position of Responsibility, Teaching Appointment or Special Assignment Teacher** will be determined by the appropriate superintendent or by the superintendent responsible for staffing, but no later than the commencement of the following semester **or at another time with mutual consent of the Teacher and the Board.**
- (c) Where a position of responsibility, ~~or Teaching Appointment~~, **or other Special Assignment Teacher** becomes vacant subsequent to the first round of staffing:

- (i) the position shall be posted and filled as soon as possible but not over the summer months; and
 - (ii) where filling a Position of Responsibility from the list of qualified candidates would result in a Member at the school becoming surplus to that school, the effective start date may be adjusted to no later than the start of the next school year/semester following the next staffing process to minimize program disruption with the consent of the Bargaining Unit President. An acting head shall be appointed as outlined in L15.6 (a), (b), (c) and L13.1 (e).
- (d) All candidates meeting the requirements outlined in the posting will be granted an interview.

Candidates shall be informed:

1. at least **forty-eight (48)** hours in advance of the interview
2. the expectations of the process (items to be submitted or brought to the interview, the format of the interview)
3. the selection shall be based on the interview, the application package, and the teacher's most recent Teacher Performance Appraisal

In the event that an applicant is found not suitable for the position, the appropriate Superintendent of Education or designate shall, at the request of the applicant, meet with the applicant and provide appropriate feedback.

- (e) In the event that no candidate is found suitable for the position, or the successful candidate is on a leave, the Board shall post an expression of interest for a replacement and appoint from the incumbent staff, with mutual consent, an interim replacement for up to one school year. The Board will consider seniority and qualifications when appointing interim replacements. **Those that have expressed an interest and are not successful shall receive feedback upon request.** For LST, if there are no interested teachers with the Special Education Specialist, then Special Education Part 2 can be considered.

L13.2 At the conclusion of staffing, the successful teachers selected for Positions of Responsibility, Special Assignments and Teaching Appointments shall be announced through the secondary contract teacher email list. Omissions shall not result in a grievance.

L13.3 When possible, all e-Learning positions and other positions staffed through a posting process open to secondary teachers, shall be filled before the first Round of staffing takes place.

L13.4 The Board shall offer a professional development session about the selection process for positions which require an interview. This professional development session will take place prior to March 31st each school year.

ARTICLE L14 – TEACHING APPOINTMENTS

L14.1 Teaching Appointments

- (a) Teachers applying for full timetables in Guidance, L.S.T., S.T.E.P.S and Alternative Education Settings (**such as PASS and Trillium Learning Centre positions**), shall be interviewed by a team led by a Supervisory Officer or designate. The successful candidate shall be assigned to a Teaching Appointment position.
- (b) Teachers applying for positions in W.C.C.A. Expanded Arts with a timetable of at least three or more sections in that area shall be interviewed by a team led by a Supervisory Officer or designate. The successful candidate shall be assigned and appointed to a Teaching Appointment position. Each year the remainder of the timetable shall be filled by qualifications and seniority according to the regular staffing process. Where necessary, unfilled sections at the end of round 1 will be used to provide a full timetable using the flexibility regarding qualifications allowed by the Ontario College of Teachers/ Education Act and Regulations.
- (c) Notwithstanding L14.1 (a) and (b) the above, these teachers are subject to being declared redundant according to Article L12.
- (d) A Teaching Appointment will only be offered to the successful applicant through the interview process. If no such person is available to be given that assignment or there are insufficient sections to create a complete timetable for a Teaching Appointment the sections shall be filled as part of the normal staffing process for that school year.
- (e) To be eligible for a Teaching Appointment, a teacher shall hold the appropriate qualification and have five (5) years secondary **contract** teaching experience.
- (f) In the event there is a reduction in the FTE of Teaching Appointments in a work location, if there is more than one teacher in that type of Teaching Appointment, the teacher last hired into the Teaching Appointment position will be displaced and considered surplus to the position or subject to the reduced FTE in the Teaching Appointment. Where there is a tie in which teacher was last hired for Teaching Appointments, the tie will be broken by applying the rules of Article L9.00– Seniority.
- (g) Any teacher fully displaced from a Teaching Appointment shall have the opportunity to bump into the Teaching Appointment position of the teacher last hired into a position in the same type of Teaching Appointment. PASS teachers can bump into other PASS positions in other locations with similar qualifications. New Beginnings 1 and 2 teachers can opt to bump between the two programs. **Maryvale teachers can bump into other Maryvale positions with similar qualifications.**
- (h) Any teacher whose Teaching Appointment is subject to a reduced FTE shall have the opportunity to fill the reduced timetable or opt to return to the regular staffing process.
- (i) Any teacher fully displaced from a Teaching Appointment choosing not to bump into the position of the teacher last hired into the position, or any teacher subject to the reduced FTE in the Teaching Appointment, shall have the option to be placed on a recall list for two (2) years or forfeit their Teaching Appointment. While on recall, the teacher will be offered the first available position in that type of Teaching Appointment. Declining the offer will forfeit the right of recall, except in the case where a teacher remained in a Teaching

Appointment with a reduced timetable and a 1.0 FTE Teaching Appointment becomes available again in that work location. For the purpose of this Article, teachers surplus to Alternative Education sites will be offered the next vacancy with similar qualifications in any Alternative Education site for the next two (2) years.

- (j) (i) In the event a teacher in a Teaching Appointment in a secondary school wishes to return to a regular teaching assignment, is declared surplus to a Teaching Appointment or has had the FTE of their Teaching Appointment reduced, the teacher may submit a preference form to their current work location if the teacher has been working in that school for two (2) years, or to their current or previous work location if their position was eliminated or reduced within the first two (2) years.
- (ii) In the event a teacher in a Teaching Appointment in a work location other than secondary school is declared surplus to a Teaching Appointment, the teacher may submit a preference form to their previous work location as a contract teacher or choose to be staffed in Round 2 as a surplus teacher.

ARTICLE L15 – CONSULTANTS / DEPARTMENT STRUCTURE / DEPARTMENT HEADS

L15.1 A posting for a position of responsibility will follow the process outlined in Article L.13.

L15.2 Consultants and Special Assignment Teachers

- (a) Consultant positions and Special Assignment Teachers are four (4) year term positions. If the Board has not secured funding for a Special Assignment Teacher for more than one year, the first year of Special Assignment will be considered interim. Should restructuring or funding result in a teacher losing or significantly changing the Consultant or Special Assignment Teacher position, prior to the end of the term appointment or should a teacher choose not to reapply for a position or be unsuccessful in the application to renew the term the teacher shall return to:

- (i) a vacant headship, if the teacher was formerly a head in a subject area for which the teacher holds the appropriate qualifications. If no such headship is available, the teacher, for two (2) years, will maintain the headship allowance and recall rights to the first available headship, for which the teacher holds appropriate qualifications.

In the event the teacher turns down a headship offer, the teacher will forfeit recall rights and allowance.

- (i) a vacant teaching appointment in the same subject area for which the teacher held the position prior to becoming a Consultant or Special Assignment Teacher. If no such teaching appointment is available the teacher shall maintain recall rights to the first available Teaching Appointment in that subject area, for two years.
- (iii) the same school assigned prior to becoming a Consultant or Special Assignment Teacher for Round 1 staffing, subject to staffing procedures or may choose to be considered surplus and staffed in second round through a transfer request in order of seniority and preference if possible.

- (b) In cases where a teacher loses the consultant position due to restructuring, the consultant will maintain the consultant allowance for a maximum of two years or to the end of the term appointment, whichever comes first.
- (c) Notwithstanding paragraph (b) above, it is understood that only one allowance for positions of added responsibility shall be paid. There is no allowance for Special Assignment Teachers, but Department Heads will continue to receive their allowance while filling the position of a Special Assignment Teacher.
- (d) Consultants and Special Assignment Teachers selected from the OSSTF TBU shall have at least five (5) years **contract** secondary teaching experience.
- (e) Consultants selected from the OSSTF TBU shall hold a specialist or honours specialist qualification in one of the subjects taught in the portfolio, if applicable.

L15.3 Department Structure and Department Headships

- (a) All secondary schools **will have a consistent department structure that incorporates the following:**
 - **Student Services**
 - **Arts**
 - **Business (includes Co-op and G _courses)**
 - **Canadian and World Studies**
 - **Computer Science**
 - **English**
 - **Health and Physical Education**
 - **Languages**
 - **Mathematics**
 - **Science**
 - **Social Science and Humanities**
 - **Technological Education**
- (b) **All secondary schools that offer any of the following programs, will have departments in these areas:**
 - (i) **English as a Second Language (ESL) and English Literacy Development (ELD)**
 - (ii) **My Achievement Pathway to Success (MAPS)**
 - (iii) **Skills to Enhance Personal Success (STEPS)**
 - (iv) **Walkerville Creative Centre of Arts (WCCA)**
- (c) **Secondary schools with International Baccalaureate (IB) Programs shall be assigned an International Baccalaureate Coordinator that shall act as the Department Head of the Program. IB Coordinators shall receive compensation equivalent to a Major Department Head.**

- (d) The criteria to determine the type of Department Head/Assistant (Major/Minor) assigned to each department shall be:

Type	Description	Minimum # of sections
Major Department Head	Student Services, Canadian and World Studies, English, Mathematics, Physical Education, and Science	12
Major Department Head	Technological Studies	18
Major Department Head	All other departments	24
Minor Department Head	Technological Studies	9
Minor Department Head	All other departments	12
Assistant Department Head	Technological Studies	45
Assistant Department Head	All other departments	60
Major Department Head of a Program (two (2) administrative periods)	ESL, MAPS, WCCA, STEPS	16
Minor Department Head of a Program	ESL, MAPS, WCCA, STEPS	1-15
IB Coordinator (two (2) administrative periods)	International Baccalaureate Programs	16

- (e) Courses such as MAPS credit bearing subject courses and ELL sheltered subject courses shall be counted towards their respective curriculum departments.
- (f) If a department is not large enough to meet the minimum sections required for a Minor Department Head, the following combinations shall occur:
- (i) Computer Studies shall be combined with the Mathematics department.
 - (ii) Technological Studies shall be combined with the Humanities department.
 - (iii) Social Sciences and Humanities shall be combined with the Arts department.
 - (iv) The District Staffing Committee shall meet to consult on any scenario which is not covered in 15.3 (f) (i), (ii), and (iii).
 - (v) In the case where a mutually agreed upon solution cannot be reached, the final decision rests with the Board.
- (g) **Public Alternative Secondary Schools (PASS)** shall have a Major Department Head at each work location where there are **eighteen (18) or more sections**. PASS shall have a **Minor Department Head** at each satellite location where there are fewer than **eighteen (18) sections**.

L15.4 **Major/Minor/Assistant Department Heads**

- (a) **Major** Department Heads shall hold a specialist or honour specialist qualification in one of the subjects **at the Intermediate or Senior level** taught in **respective curriculum departments** and have five (5) years secondary **contract** teaching experience.
- (b) **Major** Department Heads shall hold a special education specialist to be appointed to either a **MAPS** Program or STEPS Program, and have five (5) years secondary **contract** teaching experience
- (c) **Major** Department Heads of **Technological Education** shall hold an honours **Technological Education** specialist qualification and have five (5) years secondary **contract** teaching experience.
- (d) **Minor Department Heads and Assistant Department Heads shall be appointed by the Principal. Assistant Department Heads will receive compensation equivalent to a Minor Department Head. The selection process will be as follows:**
 - (i) **Minor and Assistant Department Head positions shall be posted annually on an interim basis.**
 - (ii) **Principals shall post an Expression of Interest to the incumbent staff after the completion of round 2 staffing and before June 30th, for positions effective September 1st of the following school year.**
 - (iii) **The successful candidate will hold, at minimum, a Major Qualification at the Intermediate or Senior level in the respective curriculum department taught in that organizational unit, and have five (5) years secondary contract teaching experience.**
 - (iv) **The successful candidate must be assigned, and remain assigned, sections in the respective curriculum department.**
 - (v) **The Board will consider seniority and qualifications when appointing Minor and Assistant Department Heads.**

- L15.5 (a) Where there are more major **Department Heads** in the secondary system than will be required to operate programs in the schools, the department head being displaced shall have the opportunity to bump into the head's position last hired into a position of added responsibility, where the appropriate qualifications are held, in the same department.
- (b) Any **Major Department Head** choosing not to bump into the position last hired as outlined in **L15.5 (a)** above, shall have the option to be placed on a recall list, for two (2) years, or forfeit their department headship.
 - (c) Where there is a tie in which teacher was last hired for **Department Heads** the tie will be broken by applying the rules of Article L9 – Seniority.

- (d) If a Guidance Department Head is bumped, due to L15.5 (a), the teacher shall be given the option of bumping the teacher last hired into a Guidance Teaching Appointment according to Article L14.1
 - (e) Any teacher whose **Major** headship becomes redundant due to the process outlined in L15.5 (a) will continue to receive the headship allowance for two years. The teacher will be placed on a recall list for up to two years. While on recall, the teacher will be offered the first available headship for which the teacher is qualified. Accepting the offer will not negatively impact the allowance. Declining the offer will forfeit the allowance and the right of recall.
- L15.6 (a) Interim heads appointed by the Board shall receive, with the exception of staffing protection in the first round, all of the rights and privileges as outlined in the collective agreement for Major, Minor **and Assistant** Heads including remuneration.
- (b) An interim head shall be appointed by the Board to assume the duties of a person in a position of responsibility who will be unable to fulfill their duties, due to absence, for 20 days or more. In the event that there is advance notice of this absence, the duties shall be assigned from the onset of the absence or at the earliest notification prior to 20 days.
- (c) In the event that a department contains both a major and an **Assistant Department Head** and the major **Department Head** is the person who will be absent, the **Assistant Department Head** shall be appointed by mutual consent to act as the major **Department Head** and the temporary replacement shall be found for the **Assistant Department Head** position as outlined in L13.1 (e).
- L15.7 (a) The District Staffing Committee shall monitor department section allocation annually. A change between Major and Minor status of a department, under the criteria found in L15.3 (d), shall not be made unless the section allocation is consistent for a minimum of two (2) consecutive years.**
- (b) In cases where the sections in a Major subject area(s) allocated for a Major Department **fall below the minimum requirement for two (2) consecutive years**, the Major Department **Headship will become a Minor Department Headship**. If the subject area(s) qualifies for a Minor Head, the department will have a Minor Head and the Minor Head allowance will be given. The incumbent major head may choose to bump, **be placed on a recall list, or forfeit their headship**, as per article **L15.5**.
- (c) In cases where the sections in a Minor subject area(s) allocated increase to that of a Major Department for two (2) consecutive years, the department will have a Major Headship and the position shall be posted as per article **L13.1**.
- (d) **In cases where the sections in a Minor subject area(s) allocated fall below the minimum requirement for two (2) consecutive years, the Minor Department Headship will cease and the subject area sections will be combined with another department, as per article L15.3 (f).**

ARTICLE L16 – STATUTORY LEAVES AND SUPPLEMENTARY EMPLOYMENT BENEFIT (SEB)

L16.1 Pregnancy/Adoption/Parental Leave

Note: *Subject to Central Terms Letter of Agreement #6 pages 50-53*

A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

L16.2 Pregnancy/Adoption/Parental Leave

- (a) The Board will grant pregnancy/adoption/parental leaves according to the requirements of the Employment Standards Act.
- (b) In order to facilitate their replacement, teachers are encouraged to inform the Superintendent responsible for staffing, in writing, of the expected commencement of their pregnancy/adoption/parental leave at their earliest convenience. For Pregnancy Leave the actual dates may be altered for medical reasons; for Parental Leave these dates may be altered, depending in the case of adoption, on the date on which a child becomes available.
- (c) The Board will provide, when requested, records of employment for pregnancy/adoption/parental leaves.
- (d) A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. A parental leave may begin no more than **seventy-eight (78)** weeks after the day the child is born or comes in to the custody, care and control of a parent for the first time.
- (e)
 - (i) The maximum length of a pregnancy/adoption/parental leave shall not exceed two (2) years and shall terminate on a date mutually agreed to by the teacher and the appropriate Superintendent. The return date will be determined prior to the commencement of the leave **and can be adjusted based upon mutual agreement between the teacher and the Board.**
 - (ii) In special circumstances, a **pregnancy/adoption/parental** leave of absence beyond that provided for in (i) above may be granted by the appropriate Superintendent upon a request by a teacher, such leave to terminate on a date mutually agreed by the teacher and appropriate Superintendent by not to exceed beyond the end of the school year.
 - (iii) An employee who has a miscarriage or stillbirth within the 17 week period preceding the due date is eligible for pregnancy leave. The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is **twelve (12) weeks** after the birth, still-birth or miscarriage.
- (f) The Board's obligation to reinstate the employee ends at the expiration of the maximum weeks leave of absence allowed under the Employment Standards Act (seventeen (17) week pregnancy leave maximum and **sixty-one (61)** week parental leave maximum), allowing sufficient time for the employee to report, provided a longer pregnancy/adoption/parental leave has not been granted under (e) (i) or (ii) above or another leave has not been granted under other Articles of the Collective Agreement.
- (g) A teacher on pregnancy/adoption/parental leave shall be entitled to accumulation of credit for seniority and teaching experience and the Board's contribution to benefits for the maximum weeks allowable, in accordance with the Employment Standards Act.
- (h) For the period of a pregnancy/adoption/parental leave in excess of the maximum weeks allowable in accordance with the Employment Standards Act, the employee shall not be

entitled to further credit for service or experience. Seniority shall continue to accumulate in accordance with Article L9.

- (i) The Board shall provide for teachers on adoption/parental leave **that have not accessed pregnancy leave or the SEB plan**, a supplementary unemployment benefits plan approved by the federal government. The plan **will top-up the teacher's salary to 100% for up to two (2) weeks**. Any period that falls within the Christmas holiday, March break, or summer holiday will not be paid. To receive pay, the employee must forward to the Human Resources Department, proof of receipt of pay from EI. An application for pregnancy/**parental** leave as well as a medical/**birth/adoption** certificate identifying the expected date of birth/**arrival** is required prior to the employee taking their leave as per the **Employment Standards Act**.
- (j) The Board shall provide for teachers on pregnancy leave, a supplementary unemployment benefits plan approved by the federal government, in addition to the SEB top-up in Article L16.1. The plan will top-up the teacher's salary to 100% for two (2) weeks. Any part of the two (2) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the two (2) weeks of top-up shall be payable after that period of time. To receive pay, the employee must forward to the Human Resources Department, proof of receipt of pay from EI. An application for pregnancy/parental leave as well as a medical/birth/adoption certificate identifying the expected date of birth/arrival is required prior to the employee taking their leave.

L16.3 Family Medical Leave and Critically Ill Child Care Leave

Note: *Subject to Central Terms C8.00 pages 15-16*

Teachers are entitled to Compassionate Care Leave/Family Medical Leave in accordance with the *Employment Standards Act* for the purposes of caring for or supporting a family member who is gravely ill with a significant risk of death.

ARTICLE L17 – SHORT TERM PAID LEAVES OF ABSENCE

L17.1 Teachers shall be entitled to short-term personal leave each work year without loss of salary, sick leave, benefits, experience or seniority, subject to the limitation(s) as listed below. A teacher shall make reasonable efforts to complete the Request for Leave Form before taking leave in accordance with Article L17. Where an emergency prevents prior notification of the need for leave, a teacher shall notify the supervisor verbally as soon as possible of the leave which has been taken, and confirm the leave in writing to the supervisor. The Board reserves the right to request additional documentation to substantiate leaves in Article L17. The employee shall not be entitled to leave under Article L17 during the period of scheduled inactive employment.

LEAVE CATEGORY**LIMIT IN DAYS**

- | | |
|--|--------------------------|
| 1. Serious illness of spouse or equivalent, parent, child, grandchild, sibling, mother or father-in-law, foster child or total dependent (Note: This article is invoked in emergency situations or serious illness and is confined to one day per illness. If circumstances require more than one day an application should be made under Article L17.2) | 1 day
per occurrence |
| 2. Death of those mentioned in (1) | 5 days
per occurrence |
| 3. Death of a son-in-law or daughter-in-law, brother-in-law or sister-in-law, or grandparents | 3 days
per occurrence |
| 4. Funeral of relative or friend not mentioned above | 1 day
per occurrence |

Note: Days under #2-4 may be taken for all observances and rituals associated with one's religious/cultural beliefs such as but not limited to funeral services, memorial services, visitation and/or ceremonies where only available during working hours.

It is understood that bereavement days will be taken consecutively, immediately following the death unless special circumstances require an exception with prior approval authorized by the Superintendent of Human Resources or designate. Approval of bereavement requests will not be unreasonably withheld.

For #1-4 biological, adoptive, and step relationships or relationships through marriage will be recognized as equivalent to those identified above unless specifically included in another leave category.

- | | |
|---|---|
| 5. Quarantine or other orders by health authorities | Period certified
by health
authorities |
| 6. (a) Court appearance and other tribunals if not a party to the action, but if summoned as a witness. | Period
required by
Court/tribunal/
hearing |
| (b) Court appearance and other tribunals party to the action | 1 day per
occurrence
(additional days at
cost of supply if used) |
| 7. (a) Hearing of court appearance for the Ontario College of Teachers, if not party to the action, but if summoned as a witness | Period required
for hearing/court |

(b) Hearing of court appearance for the Ontario College of Teachers party to the action	Period required for hearing/court
8. Jury Duty	Period required by the court
9. Adoption or birth of child	2 days per Occurrence
10. Adoption or birth of grandchild	1 day per occurrence
11. Attending summer courses leading to a teaching certificate that commence prior to the end of the school year.	Period required by the faculty
12. Writing University or similar Examinations and attending one's own Graduation	1 day per occurrence
13. Religious Holy Days	2 days per Board Policy

Note: Additional time may be granted by the Superintendent of Human Resources or designate when required for traveling.

L17.2 Leaves shall be granted, by the Superintendent of Human Resources or designate, up to a maximum of three (3) school days or six (6) half days per year to attend to personal, legal or family emergencies **and or matters** that could not be conducted on other than school time.

L17.3 Teachers shall be entitled to up to two (2) personal leave days or four (4) half days each year. The teacher does not have to provide the principal with a reason for absence. These days shall not be unreasonably withheld and shall not be used to extend any other type of leave, i.e. Christmas or March break, summer holiday and/or statutory holidays (Thanksgiving, Easter, and Victoria Day weekends). Exceptions may be approved by the Superintendent of Human Resources or designate. These days will be allowed without loss of salary, sick leave, benefits, experience, or seniority. The teacher's timetable shall not be covered internally by on calls and/or supervisions and the teacher shall reimburse the Board \$160.00 per leave day.

The teacher shall make such a request to the Principal at least five (5) school days in advance of the leave date. Exceptions to the notice period may be approved by the Principal.

L17.4 Miscellaneous Leaves

Miscellaneous leave may be granted by the Superintendent of Human Resources or designate to a teacher without loss of salary, sick leave, benefits, experience, or seniority but with the teacher assuming the cost of the occasional teacher if required and called to replace the teacher on leave. Such leaves shall be granted for the purpose of:

- (1) attending summer courses leading to a bona fide degree that commence prior to the end of the school year;
- (2) attending a university course required for admission to an Ontario College of Education;
- (3) attending meetings, conventions or other conferences of a political party or OSSTF;

- (4) attending a graduation of member of the immediate family.
- (5) special circumstances for reasons approved by the Superintendent of Human Resources or designate

L17.5 Leaves may also be granted or extended under this Article to accommodate special circumstances **(e.g. domestic violence)** for reasons approved by the Superintendent of Human Resources or designate.

L17.6 Leave of Absence for Federation Duties

- (a) The Union may have at its discretion the number of full-time equivalent teachers relieved from teaching duties at no cost or loss to the individuals concerned as is approved by the membership. Salary is based on the teacher's permanent position. The Union will reimburse the Board for salary, allowances and benefit costs that are applicable to the lowest paid teacher.
- (b) The Board shall excuse from teaching duties members of the Bargaining Unit Negotiation Committee, at no cost or loss to the individuals concerned, to attend negotiation sessions with the Board. The Union will reimburse the Board for any occasional teacher required and employed by the Board to cover the absence.
- (c) At the request of the Bargaining Unit President, the Board shall excuse from teaching duties, at no cost or loss to the individuals concerned, members of the Bargaining Unit who must be absent during working hours to carry out Union related business provided the Union reimburses the Board for the cost of any replacement teacher required.
- (d) A teacher elected or appointed to a position with Provincial OSSTF shall be granted an unpaid leave of absence.
- (e) **(i) The Board shall endeavor to invoice the union for reimbursement costs within twelve (12) months after the date that the cost is incurred.**

(ii) The Board shall invoice the union for reimbursement costs related to the time-release officers no later than September of the next school year.

ARTICLE L18 – LEAVES OF ABSENCE – EXTENDED

- L18.1 (a) Leaves of absence without pay for a period up to one year may be granted by the Board on the recommendation of the Superintendent responsible for staffing to a permanent teacher at the time the application is made. Such recommendation will be made by the Superintendent responsible for staffing provided the system is not adversely affected.
- (b) A teacher shall apply in writing to the Superintendent responsible for staffing for a leave of absence without pay not later than October 15 for a leave of absence beginning January 31, in semestered schools, and not later than April 1 for a leave beginning September 1. Requests for other start dates will be considered by the Board in cases of emergency on compassionate grounds.

- (c) A leave of absence granted by the Board may be extended for further periods provided the teacher's request for such an extension complies with the appropriate deadlines of Article L18.1 (b).
- (d) If a teacher decides not to return to the Board following a leave of absence without pay, the Board shall be notified as soon as possible of the decision not later than April 1 for the following September and not later than November 30 for the following January.
- (e) The teacher may at their expense maintain their employee benefits. The responsibility for making these arrangements rests with the teacher.
- (f) **Within one (1) month of receiving a request for a leave under Article 18.01, the Board will notify, in writing, the teacher whether the leave is approved or denied. In the event that a request is denied, the Board shall explain the reason for the denial in the written notification to the employee.**
- (g) **An employee engaged in military service or elected to political office who requests a leave to perform these duties shall be granted a leave of absence. Upon completion of their duties/term and notwithstanding transfers in Article L11, the employee shall return to the position they held prior to the leave of absence, at the same location, if the job still exists. The employee shall continue to accumulate seniority while on a leave to perform military duties or serve a term of political office.**

- L18.2 (a) Applications by full-time teachers to teach fractional timetables, e.g., a half timetable or one semester in a year, may be granted by the appropriate Superintendent, provided there are qualified teachers in the system available to teach the remainder of the full timetable.

The Board agrees that applications made under this article can be recognized as part of a position-sharing program.

- (b) For the purpose of placing teacher on the seniority list only, in accordance with seniority, the seniority of those teachers who are on fractional timetables will be calculated as if they were working full-time.
- (c) Written application of full-time teachers requesting fractional timetables must be submitted to the Principal no later than October 15 for the second semester of the following year and no later than the Tuesday before March Break for the following school year.
- (d) Teachers requesting to return to full timetable teaching must apply in writing to the Principal no later than the Tuesday before March Break to be effective in the following school year. Such teachers will be treated as full-time teachers and the provision of Surplus/ Redundancy Articles will apply in the same fashion as they do to other full-time teachers.

L18.3 Deferred Salary Leave Plan

- (a) Description
 - (i) The Deferred Salary Leave Plan is an "X" over "Y" plan where "Y" is 3, 4, 5, 6 or 7 and "X" is 0.5 or 1 less than "Y".

The plan has been developed to afford teachers the opportunity of taking one semester or one (1) academic year leave of absence with pay by spreading "X" year's salary payments over a continuous "Y" year period.

Example: One (1) academic year leave of absence with pay spreading over six ("X") year's salary payments over a continuous seven ("Y") year period.

Example Calculations:

(a)	Teach "x" years	Over "y" years	Estimated % salary
(b)	2.5	3	83.333%
(c)	3	4	75%
(d)	4	5	80%

- (ii) A teacher wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.

(b) Eligibility

- (i) Any teacher having three (3) years seniority with the Board is eligible to participate in the plan.
- (ii) Any teacher returning from leave shall remain in the employ of the Board for a period of time at least equal to the period of time the teacher was on leave. The year of leave cannot be taken in the year prior to retirement as stipulated in the *Income Tax Act*.
- (iii) Throughout the period of leave of absence, the teacher can not receive any salary or wages from the Board other than the amount by which the teacher's salary under the plan was deferred.

(c) Application

- (i) A teacher must make written application to the Superintendent **responsible for secondary staffing** on or before **April 1** requesting permission to participate in the plan.
- (ii) Written acceptance, or denial, of a teacher's request, with explanation, will be forwarded to the teacher by April **30** in the school year the original request is made.
- (iii) Approval of individual requests to participate in the plan shall rest solely with the Board. The total number of leaves granted to be taken in any one school year shall not exceed ten (10) percent of the occasional teachers' cap as outlined in the OSSTF District 9 Secondary Occasional Teachers' Collective Agreement.
- (iv) A teacher who has been denied a leave request under L18.3 (c) (iii) shall be allowed to submit another X/Y plan within two (2) weeks of the receipt of the denial.

(d) Salary Prior to the Year of Leave

- (i) During the years of the plan prior to taking the leave, a teacher will be paid X over Y of their proper grid salary and applicable allowances including COLA. The remaining 1 over Y of annual salary and applicable allowances will be accumulated and invested by the Board in an individual leave plan account. This account will also accumulate interest.

- (ii) The calculation of interest for the leave plan account shall be done monthly (not in advance), at the highest savings account rate of the bank with which the Board deals.
- (iii) A teacher will be provided with an annual statement of their leave plan account each September; however, a teacher does not have access to or a right to the funds in the leave plan account until the year of leave or withdrawal from the leave plan.
- (e) Benefits During Participation in the Plan
 - (i) The Board will pay 100% of its share of the teacher's employee benefit costs in the non-leave years of the plan.
 - (ii) Teachers will pay 100% of the employee benefit costs during the year of leave.
- (f) The amount received by a teacher during the year of leave will be the amount accumulated in the individual leave plan account. The amount of interest accrued to the end of each calendar year shall be reported for tax purposes in that year and paid by the end of February in the subsequent calendar year as per CRA rules.
- (g)
 - (i) On return from leave, a teacher will be assigned to their same position (including position of responsibility), or if due to declining or changing enrolment patterns said position no longer exists, such teacher will be governed by the appropriate terms of this Agreement.
 - (ii) A teacher participating in the plan shall be eligible, upon return to duty, for any increase in salary and benefits that would have been received had the one year leave of absence not been taken.
 - (iii) During the Y year, the Board will deduct and remit amounts to OTPP as required by the Teachers' Pension Act.
 - (iv) Should a teacher die while participating in the plan, any monies accumulated, plus interest owed, at the time of death will be paid to the teacher's beneficiary as indicated on the group life certificate.
 - (v) No one will be granted leave under this plan who has been on sabbatical leave and has not fulfilled all of the requirements of their previous leave.
 - (vi) A teacher declared redundant while on the first or second year of the plan will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within sixty (60) days or withdrawal from the plan.
 - (vii) A teacher may withdraw from the plan any day prior to taking their leave of absence upon a sixty (60) day notice in writing. Upon withdrawal, any monies accumulated, plus interest owed, will be repaid to the teacher within sixty (60) days of notification of their desire to leave the plan.

- (h) (i) The teacher may, at their discretion, defer the leave for one (1) semester or one (1) year. The Board will be notified in writing at the time of application or prior to April 1 of the year in which the leave was to occur.
- (ii) A deferral pursuant to Article L18.3 (h) (i) shall not result in a leave commencing later than six (6) years after the date of the first deferral of salary.
- (iii) No variations to the plan as outlined above will be entertained by the Board.

ARTICLE L19 – WORKPLACE SAFETY AND INSURANCE

Note: Subject to Central Terms [C7.10 page 14](#) and [Letter of Agreement #6 page 50](#)

- L19.1 (a) It is agreed that when a teacher is injured during the performance of their duties and is unable to perform such duties and receives approval for a temporary loss of earnings benefits under the Workplace Safety and Insurance Act, or receives approval for a permanent disability pension and is unable to work, the teacher will receive from the Board an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received.
- (b) Teachers who receive payment under Article L19.1 (a) will receive the Board's contribution to benefits.
- (c) **An employee required to attend a Workplace Safety and Insurance Board or Workplace Safety and Insurance Tribunal hearing of any kind, which has been initiated by the Board, shall be granted a leave and provide an occasional teacher at no cost to the bargaining unit. There shall be no reprisals of any kind taken against any employee due to their participation in a hearing.**
- L19.2 It is understood and agreed that Article L19.1 (a) will apply until the time limit specified in the central terms, after which the teacher will receive the Workplace Safety and Insurance Act benefits.
- L19.3 The Board agrees to consult with OSSTF-TBU in its efforts to establish modified work for an employee covered by this agreement as part of WSIB's Early and Safe Return to Work Guidelines.
- (a) The Board will provide the President or designate notification of Return to Work as soon as possible:
- Name of Worker
 - Location
 - Date of Return to Work
 - Type of Accommodation
- (b) **The Union will be consulted to determine if a return to work meeting is necessary, particularly if the accommodation affects one or more members of the Bargaining Unit or will result in outcomes that constitute violations of the Collective Agreement, such as those involving any administrative accommodations or any partial return to work.** When return to work meetings are deemed necessary the WSIB Officer will include the Union in meetings of workplace accommodation.

- (c) The Board will provide such information, as referenced in Article L19.4 (a) by email transmission to the TBU President or designate, during the normal reporting process.
- (d) **The Bargaining Unit and the member will receive a copy of the return to work plans before the member returns to work.**

ARTICLE L20 – OCCUPATIONAL HEALTH AND SAFETY

- L20.1 The Employer shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards. All disputes shall be resolved pursuant to the Occupational Health and Safety Act where applicable.
- L20.2 The Board shall provide for the safety and health of its employees during **the course of their employment**. Suggestions received from the Union regarding dangerous conditions shall be investigated and, if found to be hazardous, all reasonable effort shall be made to effect a correction.
- L20.3 (a) In the case of an accident where an employee is taken to a hospital by ambulance, the Board shall reimburse the employee for the cost of such ambulance where such cost is not otherwise recoverable by the employee. In accordance with the above, the Board will notify the TBU President or designate as soon as is reasonably possible, when an employee is taken by ambulance to hospital. All attempts will be made to do this by the end of the workday.
- (b) An employee who is injured during working hours and is unable to continue work, as verified by a doctor, shall receive payment for the remainder of the day at the regular rate of pay without deduction from sick leave.
- L20.4 The Board and the Union agree that incidents involving aggression or violence towards or upon an employee shall be brought to the attention of the Joint Health and Safety Committee.
- L20.5 The Bargaining Unit President or designate will be provided a copy of the report prepared by the Health and Safety Officer for the Health and Safety committee co-chairs which includes all lost time injury reports and injuries requiring medical attention within **four (4)** days. Information about all injuries of Bargaining Unit members will be provided to the Bargaining Unit President or designate at the end of each month.
- L20.6 (a) The employer shall provide an occasional **teacher** when required to cover classes for up to a full day while each teacher worksite representative performs the required inspection of a secondary school each month during the school year according to the representative's schedule.
- (b) Notwithstanding L20.6 (a) the Mason Education Centre shall be provided up to a half day each month when required to cover classes.
- (c) Representatives can request additional time to ensure a complete inspection is done each month if needed.

- (d) The teacher is entitled to an occasional teacher when required to cover classes for up to a half day for each quarterly JHSC meeting including preparation time for the meeting.

L20.7 Teachers who require safety boots shall be notified by their Principal of the procedure for reimbursement.

ARTICLE L21 – LOCAL GRIEVANCE / ARBITRATION

- L21.1 (a) A “grievance” is defined as any matter arising from the interpretation, application, administration or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.
 - (b) A “party” shall be defined as:
 - (i) a Bargaining Unit;
 - (ii) The Board.
 - (c) “days” shall mean regular work days unless otherwise indicated.
- L21.2 A teacher shall have the right to have present a representative from OSSTF to assist the teacher at any stage in this grievance and arbitration procedure.

L21.3 Procedure – Informal Stage

Any dispute to be recognized as a grievance may first be discussed by the teacher with the Principal within ten (10) days of the time when the grievor should reasonably be expected to be aware of the relevant fact. If the grievor is unable to resolve the dispute, the Bargaining Unit may file a formal grievance at Step One, within ten (10) days of the informal stage.

Step One

The Bargaining Unit may initiate a written grievance with the appropriate Superintendent or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the Collection Agreement;
AND
- (ii) a statement of the facts to support the grievance; AND
- (iii) the relief sought; AND
- (iv) the signature of the duly authorized official of the Bargaining Unit.

Step Two

If no settlement is reached at Step One, the Bargaining Unit, may, within ten (10) days of receipt of the written reply of the appropriate Superintendent or designate, refer the matter to the Director’s Council. The Director’s council shall provide a response to the grievance in writing within ten (10) days after the receipt of the grievance.

L21.4 If the reply of the Director's Council is unacceptable to the Bargaining Unit, it may, within ten (10) days of receiving the written reply of the Board, apply for arbitration.

Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the grievance procedure.

L21.5 Policy and Group Grievance

- (a) The Bargaining Unit has the right to file a policy grievance or group grievance on behalf of two or more teachers who are similarly affected as a result of an alleged violation of the Collective Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One.
- (b) A Board grievance shall be filed with the President of the Bargaining Unit at Step Two. The President of the Bargaining Unit, after discussing the grievance with the Bargaining Unit Executive, shall provide a response in writing within ten (10) days after receipt of the grievance.

L21.6 Arbitration

Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure established by this Agreement, notify the other party of its desire to submit the difference or allegation to arbitration.

The notice shall be delivered to the other party within fifteen (15) school days after receiving the reply under Step Two. The Arbitrator will be selected by the parties. If the two parties fail to agree upon an arbitrator, the appointment shall be made by the Ontario Labour Relations Board upon the request of either party.

The Arbitrator shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher or board affected by it.

The single Arbitrator shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.

The single Arbitrator shall have the powers as outlined in the Labour Relations Act 1996.

Notwithstanding the above, the parties may agree to the appointment of an Arbitration Board with each party naming a nominee by mutual consent.

L21.7 Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to comply with the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.

L21.8 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.

L21.9 Should the processing or investigation of a grievance require that a grievor or the Bargaining Unit representative be released from regular duties, they shall be released from regular duties without

loss of salary or benefits providing such absence is requested in advance to the appropriate Superintendent or designate.

L21.10 Cost of Arbitration

The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the parties.

Other costs incurred by each party shall be the responsibility of that party.

L21.11 Should the processing or investigation of a grievance require that a grievor or Bargaining Unit Representative be released from regular duties to meet with an O.S.S.T.F. Provincial Staff person or legal counsel, the TBU President or designate shall seek prior approval from Human Resources. The employee shall be released from regular duties without loss of salary, in lieu of vacation, benefits, seniority etc. and there will be no deduction from their sick leave or personal leave credits. All efforts will be made to schedule such meeting outside of instructional hours. The employee will complete a Request for Leave Form citing this Article and submit it to Human Resources. Approval from Human Resources shall not be unreasonably denied.

L21.12 If an employee(s) is party to, or required to appear as a witness, in a grievance heard at mediation and/or arbitration the employee(s) will not lose salary, in lieu of vacation, benefits, seniority etc. and there will be no deduction from their sick leave or personal leave credits. All efforts will be made to schedule such meeting outside of instructional hours. The employee will complete a Request for Leave Form citing this Article and submit it to Human Resources. Approval from Human Resources shall not be unreasonably denied.

L21.13 There shall be no reprisals of any kind taken against any teacher because of participation in the grievance or arbitration procedure under this Collective Agreement.

ARTICLE L22 –WORKING CONDITIONS

L22.1 Class Size

(a) The following class size limits shall not be exceeded except as provided within this article.

CATEGORY	CLASS LIMIT
Grades 9 and 10 Academic (D)	30
Grades 11 and 12 Univ. / College (M)	30
Grades 11 and 12 Univ. (U)	32
Grades 9 to 12 Open (O)	27
Grades 9 and 10 Applied (P)	22
Grades 11 and 12 College (C)	28
Grades 9 and 10 Locally Dev. (L)	18
Grades 11 and 12 Workplace (E)	21
Technology	
Comm. Tech, Tech. Design, Comp. Engineering	26
Grades 9-12 Tech-Other	21

MAPS - noncredit bearing / Remedial Reading	14
MAPS – credit bearing	15
English as a Second Language / English Literacy Development-All	15
Sheltered ESL Courses in Other Departments	20
Credit Recovery	16
STEPS (Special Education Self-Contained)	10

Cooperative Education

<u>Semestered Courses</u>	
1 section	30 credits
2 sections (am only or pm only)	60 credits
3 sections	96 credits

4-Credit Co-op

These totals apply if the majority of the Co-op teacher's timetable is 4-credit students

1 section	36 credits
2 sections (am or pm only)	72 credits
3 sections	108 credits

<u>Non-semestered Courses</u>	
Annual Maximum (based on full time co-op teacher)	192 credits (pro-rated for part time co-op based on number of sections)
Per "semester" maximum (Sept-Jan & Feb – June)	96 credits

Note: In the event that the co-op teacher must supervise in excess of 38 students during the pre-placement, and integration component, an occasional teacher shall be provided for the time period during which this supervision is required.

- (i) Any 3 credit or 4 credit co-op students should be assigned to the full time Co-op teacher when possible.

- (ii) In the absence of a full time Co-op teacher, or, a full Co-op assignment is split between teachers, 3 credit or 4 credit Co-op students should be assigned to the Co-op teacher with the greatest number of co-op sections when possible.
- (b) In classes where more than one (1) level is being delivered, the lower maximum class size shall apply.
- (c) For teachers of Instrumental Music classes only, exceptions to sub- articles within L22.1 (a) and (b) may be made with the mutual consent of the Board and the teacher **up to a maximum of forty-eight (48) students**. The Board shall notify the Union of all exceptions agreed to by the Board and the teachers.
- (d) In the event that a new course code or new program is created that is not listed in L22.1, the Board agrees to consult with the Union regarding class size prior to implementation when possible.

Note: Subject to Central Terms C14.00 pages 21-22 and Letter of Agreement #3 pages 27-29

- (e) (i) **e-Learning courses delivered by teachers in the Board shall have a maximum class size limit of thirty-five (35).**
- (ii) **e-Learning sections shall be considered equal to a regular classroom section for the purposes of curriculum hours delivered, unassigned time for preparation and marking, lunch, and other APAs.**
- (iii) **e-Learning sections shall count towards a teacher's preference and they will belong to the teacher's homeschool for staffing purposes.**
- (f) **Notwithstanding L22.1(f)(i) e-Learning sections in Workplace, Locally Developed, and Applied Level courses shall adhere to the class size limits in L22.1(a).**

L22.2 The Board shall review staffing at the end of the second week of each term. The class size limits shall be achieved by October 31st for first semester (and non- semester schools) and by March 31st for second semester.

L22.3 Teachers shall be assigned a workload as follows:

- (a) Full-time teachers are to be assigned a maximum of six (6) periods per year. For semestered schools, teachers are to be assigned a maximum of three (3) periods per semester. Where a teacher is teaching a combination of semester courses and an early morning full-year course, the teacher may be assigned to teach 3.5 classes in one semester and 2.5 classes in another semester with the mutual consent of the Teacher and the Bargaining Unit. It is understood that the majority of other professional duties will be assigned in the semester with the lighter course load when the teacher requests this accommodation. It is further understood that this will not be a violation of the equitable distribution provisions as outlined in Article L22.4 (c).

- (b) **Due to mid-year staffing, it is possible a teacher is given 3.5 classes in second semester without having the balanced schedule in first semester. If this is the case and the teacher is willing and accepts the timetable, they will receive the equivalent additional pay equal to half (0.5) of one period at their grid rate for the time that the extra period is taught in one semester.**
- (c) Part-time teacher workload shall be pro-rated to that of the teachers defined in Article L22.3 and L22.4, and shall be scheduled immediately prior to or immediately after the Teacher's assigned classes.

L22.4 Additional Professional Assignments-APAs (On-Calls/Supervision)

- (a) In addition to the workload identified in L22.3 (a):

Teachers may be assigned up to 50 other professional duty half semestered periods, (full periods in non-semestered schools) per year to include on-call, supervision and student mentoring. Up to 22 of these half periods may be used for on-calls.

- (b) Unassigned time shall be available to the teacher for preparation and marking. **Unassigned time shall be available to the teacher on a daily basis and notwithstanding any other APAs shall be, at a minimum, equal to half of an instructional period.**
- (c) Teachers may be assigned on-calls, supervision, or student mentoring time up to a maximum of two separate half semestered periods (full periods in non-semestered schools) per week.

On call duties, assigned within each school period, shall be equitably distributed, throughout each semester, (or at the midpoint and the end of the year in non-semestered schools) amongst those teachers assigned to that on call/prep period.

Supervision duties, assigned within each school period, shall be equitably distributed, throughout each semester, (or at the midpoint and the end of the year in non-semestered schools) amongst those teachers assigned to that on call/prep period.

Access to the distribution records at each school shall be made available to the respective Branch President, if requested, on a monthly basis.

Exceptions may be made with the consent of the Board, the teacher and the Bargaining Unit.

- (d) Notwithstanding Article L22.3 (c) and L22.4 (c) above, teachers assigned a full timetable in STEPS programs will only be assigned other professional duties within the STEPS program not to exceed the maximum number of half periods as found in Article L22.4 (a).
- (e) Teachers assigned on an on-call supervision in the areas of technological studies, physical education, science and family studies (cooking and sewing) will be provided with seat work for the students by the absent classroom teacher unless qualified teachers are assigned.
- (f) Exceptions to L22.4 (c) may be made with the consent of the Board, the teacher and the Bargaining Unit. Itinerant teachers and teachers with schedules split between two schools in the same day shall be exempt from on-calls and scheduled supervisory duties.

(g) Coop Teacher Coverage

Principals will arrange that co-op teachers are not assigned emergency coverage or on-calls during the pre-placement period and the integration component. During the pre-placement period and during the integration component, if a Co-op teacher's responsibilities prevent them from their entitlement to unassigned time, the practice of the co-op teacher having the option of requesting coverage for at least one period per day (2 periods in a non-semestered school) shall continue. The practice of providing an Occasional Teacher shall continue for situations where the Co-op teacher's assignment includes a majority of 4-credit students (e.g; OYAP, 4 credit).

(h) STEPS Teacher Exam Coverage

Teachers who have less than a full timetable in STEPS Programs shall be provided with occasional teacher coverage (half day maximum) for the STEPS period(s) on the day(s) for which they must supervise their own exam for a non-STEPS class.

Other Working Conditions

L22.5 Each teacher shall be entitled to a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the hours of 11:00 a.m. and 1:00 p.m. or where not possible, during the 40 minutes preceding or following the scheduled lunch period.

L22.6 The teachers with schedules split between two schools shall have a preparation period immediately before or after lunch at one of the schools to facilitate both the forty minute lunch and travel time.

L22.7 The Board appreciates the voluntary work performed by secondary teachers in providing extra-curricular activities to students.

L22.8 The length of the school year shall be the minimum required under the Education Act.

L22.9 The Board shall not distribute a teacher's phone number or address (including e- mail) to students (or family members of students) without the consent of the teacher.

L22.10 The Board agrees to consult with the union prior to implementing any new record-keeping/reporting technology to be used by teachers.

L22.11 The Board agrees to communicate electronically the inclement weather procedure to all staff annually.

L22.12 (a) Teachers shall not be required to perform their assigned duties at any time which falls outside the designated school year.

(b) Guidance counselors who are requested and agree to work outside the designated school year shall be provided equivalent lieu time to be scheduled with mutual agreement of the Principal. This Agreement will not be unreasonably withheld and shall not be used to extend any other type of leave, i.e. Christmas or March Break, summer holiday and/or statutory holidays (Thanksgiving, Easter, and Victoria Day weekends). This agreement shall be arranged in writing before the teacher works outside of the school year.

L22.13 Credit Recovery and Credit Rescue Workload:

- (a) The instruction of a student in credit recovery is primarily the duty of the credit recovery teacher.
- (b) The professional opinion of the subject teacher is the primary source for credit recovery **and credit rescue** placement.
- (c) Where credit recovery is recommended, the subject teacher shall provide:
 - The course completion form/credit recovery profile
 - A breakdown of expectations the student achieved/did not achieve
 - Breakdown of marks for the course (mark book printout or equivalent) and students' final grade
- (d) **Where credit rescue at the end of the course is recommended, the subject teacher shall provide the work needing to be assessed in order to achieve the credit.**
- (e) **Credit recovery will not include the delivery of credits in any subjects restricted by the Education Act and Regulation 298 (such as Technological Education, French or Special Education) unless the teacher assigned to credit recovery has at least a minor qualification in the subject area in order to assess the student's work.**
- (f) The Board agrees to consult with the Union regarding Credit Recovery prior to the implementation of a policy.

L22.14 Reporting

- (a) **In addition to the required Provincial Report Cards, the school may only require up to one additional progress report during each course.**
- (b) **In establishing a date for final mark submission to the office, a minimum of forty-eight (48) hours from the time of a course's final evaluation will be allowed for teachers to submit their marks. Exceptions to accommodate special circumstances for June reporting may be made by the Principal in consultation with the teacher.**
- (c) **If a Principal exercises their right to change a mark submitted by a teacher, that Principal will notify the teacher of the details surrounding the mark change.**

ARTICLE L23 – PROFESSIONAL DEVELOPMENT

Sabbatical Leave

- L23.1 A teacher may apply for sabbatical leave for any length of time from five (5) school days up to but not exceeding one (1) term or semester.
- L23.2 A teacher, in order to apply for sabbatical leave for an entire term or semester, must have been in the employ of the Board or its predecessor board for six (6) years. No such restriction shall be imposed for leaves of less than one school term or semester.

- L23.3 The applicant must undertake a sabbatical program acceptable to the Director of Education and the Bargaining Unit President.
- L23.4 A teacher shall give a commitment in writing, in a form approved by the Board, to continue to teach for the Board for a period of one (1) school year after returning from a sabbatical leave of twenty (20) school days. Should the teacher voluntarily leave at an earlier date, the monies advanced, at the discretion of the board, shall be repaid on a pro rata basis over a period of time not to exceed three (3) years.
- L23.5 The teacher will receive their regular salary, allowances and benefits during the sabbatical leave.
- L23.6 The teacher shall receive the annual salary increment to which **they are** entitled during the sabbatical leave.
- L23.7 Suspended for the currency of this Agreement
Up to three full-time equivalent teacher work schedules in any school year shall be allowed for sabbatical leaves for Bargaining Unit members.
- L23.8 A teacher for whom no position can be found in either the regular day school or the permanent supply pool may be granted a sabbatical leave, if eligible, for the purpose of retraining to qualify for another teaching position with the Board. The number of such sabbatical leaves shall not exceed one half of the number allowable per year by the Board. Should all sabbatical leaves for the year be allocated when a teacher eligible for a sabbatical leave opts for one under this article, sabbatical leaves will be borrowed from the allotment of the following year.
- L23.9 Applications for such sabbatical leaves must be forwarded to the Director of Education as soon as possible. Applications shall be approved or denied by mutual agreement of the Director of Education or designate and the bargaining unit President.
- L23.10 Other Long Term Leaves
In the event that the Board requests that a teacher take a course in a particular area due to a lack of qualified teachers in that area;
- (a) The Board shall pay the actual costs of all fees and materials required;
 - (b) The Board shall assume the cost of transportation to and from the location of the course and lodging and meals for the duration of the course;
 - (c) The Board shall provide a replacement teacher if required;
 - (d) Such leave shall not result in loss of salary, benefits, seniority, teaching experience or sick leave credits;
 - (e) Upon return from the leave the teacher shall be assigned to the teacher's previous position or an equivalent position if the previous position no longer exists.
- L23.11 Professional Development Fund
- (a) A professional development fund will be established and funded by the Board and administered by the Professional Development Committee. The Professional Development Committee will be struck each year beginning in May to tentatively approve

applications for the fall and shall consist of four teacher representatives of the federation to be selected by the federation, and the Superintendent of Education-Program and Instructional Services or their designate. The following conditions will apply to the professional development fund.

- (i) the amount of money will be determined by the Board after consultation with the Union and will take into consideration the available funding, the needs and the priorities of the secondary system.
 - (ii) the professional development fund will be available to all teachers including Adult Day School teachers and will be utilized for leaves of not more than five (5) consecutive days' duration.
- (b) The parties agree that the guidelines for the Professional Development fund shall include the following:
 - 1. The Committee will review the guidelines on an annual basis
 - 2. All decisions of the committee shall be made on the basis of consensus. If consensus cannot be reached, the President of the Teachers' Federation may make an appeal to Director's Council. After the appeal, a final decision will be made by the Director's Council.
 - 3. Teachers may access the fund for more than one PD activity provided that the total amount accessed from all activities does not exceed the maximum allowable limits stipulated in the guidelines.

L23.12 Professional Development Days

The Board and the Union agree to discuss at a Joint Relations Meeting in the fall of each year, before the first discussion meeting between the Board consortium partners, the preferences for the timing of Professional Development Days from each party for the next school year.

- L23.13 The Board agrees to advocate for a school year calendar that allows for the scheduling of Professional Development Days on a Friday shortly following the Parent-Teacher Interviews in order **to** facilitate the provision of the afternoon off in lieu of the time spent at Parent-Teacher Interviews.
- L23.14 The Board agrees to consultation with the OSSTF-TBU on the proposed school year calendar in a timeframe that allows the union to respond with concerns before the final decision on the calendar is made i.e. in time for changes to be implemented if the Board agrees.
- L23.15 The Board will advocate that a PD day be scheduled at the end of the first semester. This PD day will occur with a minimum of one half day for self-directed professional development.

ARTICLE L24 – MILEAGE

- L24.1 Teachers whose employment responsibilities require them to drive their own vehicles during working hours shall receive mileage compensation in accordance with Board Policy for the distance traveled in exercising their employment responsibilities.
- L24.2 Teachers with daily assignments in more than one location shall receive mileage compensation in accordance with Board Policy for the distance traveled between Board locations.
- L24.3 Teachers of the out-of-school component of Cooperative Education shall receive mileage compensation in accordance with Board Policy for distances traveled in the performance of their duties as Cooperative Education teachers.
- L24.4 Teachers who are required to perform any of their job duties, attend a meeting or a Professional Development Activity at another work location are entitled to and shall be reimbursed as per the Board's Policy and Regulation (i.e. Expenses (Staff) – Conferences, Workshops, Meetings, Travel) for any distance traveled in addition to the distance between their residence and their place of work. Mileage expense reports are required to be submitted for reimbursement of such expenses.**

ARTICLE L25 – CONTINUING EDUCATION

- L25.1 Any person performing duties in Continuing Education for which a teaching certificate is required limited to teaching credit courses to Continuing Education in the adult day, summer, upgrading, night school and home study programs shall be a member of District 9, OSSTF, hired for a fixed term and shall be subject to the terms and conditions of this Agreement.

L25.2 Rate of Pay

- (a) Basic Salary – this amount includes vacation pay (4%) and statutory holidays (3%).

The following rates shall apply:

- (i) for a teacher who has taught less than four (4) credits or the equivalent in upgrading courses

Effective August 31, 2019	\$45.60
Effective September 1, 2019	\$46.06
Effective September 1, 2020	\$46.52
Effective September 2, 2021	\$46.99

- (ii) after a teacher has taught four (4) credits or the equivalent in upgrading courses

Effective August 31, 2019	\$49.23
Effective September 1, 2019	\$49.72
Effective September 1, 2020	\$50.22
Effective September 2, 2021	\$50.72

(iii) for Distance Education Marking, the following rates shall apply:

Effective August 31, 2019	\$7.78 for each grade 9/10 lesson
Effective August 31, 2019	\$8.89 for each grade 11/12 lesson
Effective September 1, 2019	\$7.86 for each grade 9/10 lesson
Effective September 1, 2019	\$8.98 for each grade 11/12 lesson
Effective September 1, 2020	\$7.94 for each grade 9/10 lesson
Effective September 1, 2020	\$9.07 for each grade 11/12 lesson
Effective September 1, 2021	\$8.02 for each grade 9/10 lesson
Effective September 1, 2021	\$9.16 for each grade 11/12 lesson

- L25.3 Teaching assignments in the Summer School and Night School programs shall be filled
- (i) by seniority of applicants who have involuntarily been declared redundant and are not in the supernumerary pool, then
 - (ii) by seniority of applicants who have had their timetable involuntarily reduced and are teaching less than a full time assignment in the regular day school program, then
 - (iii) will be posted internally to members of OSSTF before they are posted outside the system.
- L25.4 Article L22 class size maximums shall apply to Summer School and Night School classes by the last day of class.**
- L25.5 Night School positions will be posted, at a minimum, twice a year. A posting in June for first semester and a posting in November for second semester.**
- L25.6 A Night School teacher shall not be assigned more than two (2) different courses without consultation between the Board and the teacher.**
- (a) A course shall be defined as one subject at one grade and one level.
 - (b) Changes to a teacher's assigned courses shall not be made after a period of two (2) weeks from the initial start date of the class.

ARTICLE L26 - BOARD/UNION JOINT RELATIONS

- L26.1 (a) The Board and the Bargaining Unit of District 9 shall establish a committee to be known as the Joint Relations Committee (J.R.C.), composed of up to four (4) representatives of the Board and up to four (4) representatives of the Bargaining Unit of District 9. Board representatives may include senior management, employees from Human Resources or other departments and Principals. Union representatives may include time release officers, other Executive members and Branch Presidents. The J.R.C. shall meet at least once monthly.

- (b) The schedule of these meetings for the school year will be established by September 15th of each school year. It is understood and agreed that these dates may be subject to change to accommodate special circumstances. Additional meetings may be held with mutual consent. The J.R.C. does not in any way form part of the grievance or arbitration procedures set forth in this Agreement and no matter which is the subject matter of a grievance which has been initiated under Article L21 or arbitration initiated under Article L21 shall in any event be the subject of discussion at a meeting of the Joint Relations Committee.
 - (c) If there are any problems with an item discussed at a J.R.C. meeting, the parties may agree to invite Trustees to participate in the discussions.
 - (d) An agenda will be submitted by each party **forty-eight (48)** hours prior to the scheduled meeting and only those items on the agenda will be discussed, unless otherwise agreed to by the parties.
 - (e) The Board agrees to discuss, at a J.R.C. meeting, any newly proposed Board policy or Ministry of Education initiative that affects the working conditions of members of the Bargaining Unit. Such consultation will occur after the Board becomes aware of the required changes, prior to implementation when possible.
- L26.2 (a) No changes can be made to this Agreement without the mutual consent of the parties; nor can any changes be made without negotiating them and submitting such changes to ratification by the parties.
- (b) Should the Board make any alterations in its policies that affect the salaries or working conditions of a member or members of District 9, the Board shall inform the District 9 President of its intent to make such changes **providing notice and reasonable grounds, in writing**. Within one (1) week of being so informed, the District 9 President shall inform the Secretary of the Board of their desire to address the Board on the proposed alterations at the next regularly scheduled meeting, stating whether the teacher's address will be in public or in camera, and provided that such notice is given in accordance with the Board's policy regarding presentation. Such alterations may not be made without informing the District 9 President and allowing the teacher or their designate to address the Board at the next regularly scheduled meeting.
 - (c) Notwithstanding the above, all matters contained in this Agreement are arbitrable in accordance with the terms of this Collective Agreement.
- L26.3 Where the employer is consulting with the Union regarding a new initiative or changes to policies or practices that affect other Bargaining Units, the Board shall arrange one collective meeting for all affected parties.
- L26.4 The Superintendent of Human Resources shall meet with the Bargaining Unit Grievance Officers, at least once per semester, to discuss grievances. These meetings will be scheduled by September 15th for first semester and February 15th for second semester. Additional meetings may be held with mutual consent. Likewise, if these meetings are deemed unnecessary, they may be cancelled with mutual consent.**

- L26.5 (a) In the event that the Government of Ontario or the Government of Canada passes or amends Statutes and/or Regulations and in the opinion of either party such action has potentially brought about changes to the terms and conditions of those originally described by the parties in the collective agreement, the parties shall meet within fifteen (15) days of the written request of either party for such meeting.
- (b) The intent of the meeting is to resolve the impacts to the Collective Agreement with mutual consent.

ARTICLE L27 – PERSONNEL FILES / CONFIDENTIAL RECORDS

L27.1 Personnel Files

- (a) The only recognized personnel file of a teacher shall be maintained in the Human Resources Department of the Board.
- (b) Teachers will receive a copy of any Board-initiated reprimand or disciplinary action which is entered in the employee's personnel file with a copy sent to the T. B. U. President.

- L27.2 (a) Following the written request of a teacher for an appointment, the Board shall make available for review, during normal business hours, all information in their **personnel** file. Such review shall be in the presence of a member of the Human Resources Department.
- (b) The teacher may be accompanied by a Federation representative.
- (c) Upon written authorization by the teacher, a Federation representative shall have access to the teacher's file.
- (d) The teacher may copy any material contained in their file.
- (e) If the teacher disputes the accuracy or completeness of information in the file other than an evaluation report, the Superintendent of Human Resources, or designate, within a reasonable time from the receipt of a written request by the teacher stating the alleged inaccuracy, shall either confirm or amend the information. Where information is amended, the Superintendent of Human Resources or designate, shall, at the written request of the teacher, notify all persons who received a report based on the inaccurate information of any amendments.
- (f) A **teacher** may make a request to the appropriate Superintendent, in writing, to have a disciplinary letter (**i.e.** Letter of Concern, Letter of Expectation, Record of Meeting) removed from the **teacher's** personnel file after two **(2)** years if that **teacher** has had no additional related letters placed into the file since the date of the letter in question.
- The appropriate Superintendent shall respond in writing, within ten **(10)** school days **that the request shall be granted.**
- (g) A teacher may make a request to the appropriate Superintendent, in writing, to have a disciplinary letter (**i.e.** Letter of Discipline, Letter of Suspension) removed from the teacher's personnel file after two **(2)** years, if that teacher has had no additional related letters placed into the file since the date of the letter in question.

The appropriate Superintendent shall respond in writing, within ten (10) school days if the request will be granted or denied. The Superintendent shall provide the reason for the denial.

L27.3 Criminal Background Check

- (a) The District School Board shall ensure that all records and information (including offence declarations and Canadian Police Information Centre (C.P.I.C.) obtained pursuant to *Regulation 521/2001 of the Education Act* or any subsequent regulation or law, are stored in a secure location and in a completely confidential manner.
- (b) The Board shall not release any information about a Teacher obtained pursuant to *Regulation 521/2001 of the Education Act*, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.
- (c) **Access to such records and information shall be confidential and strictly limited to the employee, the Superintendent of Human Resources and the Human Resources Officers assigned to the bargaining unit.**

L27.4 Medical Records

The Board shall ensure that all medical records and information are stored in a secure location and in a completely confidential manner. No information from a **teacher's** medical records shall be given to any person or party unless the teacher has provided written consent. **Access to such records and information shall be confidential and strictly limited to the employee, the Superintendent of Human Resources and the Human Resources Officers assigned to Disability Management and WSIB.**

L27.5 Surveillance

- (a) Security cameras, **or other electronic surveillance (e.g., video, audio)** in the workplace will not be used for the purposes of monitoring **work performance of teachers**.
- (b) There will be no **security cameras** or surveillance (**e.g., video, audio, digital**) placed where **teachers** have a reasonable expectation of privacy.
- (c) **Notwithstanding the Board's Video Surveillance Policy and Regulation, teachers shall not be surveilled or recorded. Any surveillance or recording outside of the Board's Video Surveillance Policy and Regulation shall not be used for discipline of any teacher.**

ARTICLE L28 – TEACHER PERFORMANCE APPRAISAL

L28.1 The Board shall consult with the Bargaining Unit regarding any new policies or operating procedures relating to performance appraisal.

L28.2 All differences between the parties arising from the interpretation, application, administration, or alleged violation of *Part X.2 of the Education Act* or any regulation, guideline, rule or policy under it, including any question as to whether a matter is arbitrable, are grievable in accordance with the grievance/arbitration provisions of this collective agreement.

Notwithstanding time limits for filing a grievance in the provisions of this collective agreement,

O.S.S.T.F. may grieve any aspect of the performance appraisal procedure or **the Summative Report Form**.

- L28.3 Following the receipt of an unsatisfactory teacher performance appraisal, the principal shall advise the teacher that they may seek union representation for future meetings **which are part of or result from the performance appraisal process**, including the development of the improvement plan, if they so wish. When a teacher receives an unsatisfactory performance appraisal, the Board, with the permission of the teacher, will forward a copy of the report to the Bargaining Unit President.
- L28.4 The Board and the Principal shall not impose any requirements in a teacher's Annual Learning Plan in addition to those that are outlined in the Teacher Performance Appraisal Technical Requirements Manual.**
- L28.5 If possible, the performance appraisal shall be based on the teacher's areas of specialization (Major subject preference) unless the teacher requests otherwise.
- L28.6 A teacher shall be given at least 48 hours notice before a classroom observation occurs unless scheduled earlier by mutual consent.**
- L28.7 The Board shall disclose to the Bargaining Unit, in September of each school year, the names of members who are in their performance appraisal year. Omissions shall not result in a grievance. This does not preclude the Board from initiating an appraisal at any time for performance reasons.
- L28.8 A Teacher that is assigned e-Learning sections shall be evaluated only by the principal or vice-principal at the school in which the Teacher is staffed.**
- L28.9 The teachers with schedules split between two schools shall choose the school at which their performance appraisal will be done.**

ARTICLE L29 – SICK LEAVE AND ATTENDANCE MANAGEMENT

Note: *Subject to Central Terms C9.00 pages 16-19, Appendix B pages 23-24 and Letter of Agreement #1 page 25*

- L29.1 The Board may require that an employee submit the medical certificate. An absence of more than five (5) consecutive working days must be certified by a medical practitioner. The cost of medical certificates will be incurred by the teacher except for the following situations.
- (a) For absences of five (5) days or less, the cost of any medical certificate shall be incurred by the Board.
 - (b) Where a medical certificate has been provided to the Board specifying a length of time for an absence, the Board shall incur the cost of any further medical certification the Board requests within the time frame identified on the original certificate except where a teacher returns earlier than the date identified in the original certificate.

- (c) Any time the Board requests an independent medical opinion from the teacher, the cost of such opinion will be incurred by the Board.

L29.2 The Union acknowledges that medical documentation can be requested by the Board to substantiate an absence, however, such requests shall be made with regard to the individual circumstances of each absentee.

L29.3 The Board will consult with the Bargaining Unit regarding changes to its policy on Attendance Management.

L29.4 A teacher shall have the right to OSSTF representation at any meeting which is part of an attendance management system.

ARTICLE L30 - STATE OF EMERGENCY PROVISIONS

L30.1 Should there be a regional, provincial, or national emergency declared by any agency with authority to so-declare, and the Board deviates from the spirit or intent of the collective agreement for a duration that is greater than seven (7) school days, the Board shall consult in good faith with the bargaining unit about the temporary changes.

L30.2 Emergency deviations in the following areas (but not limited to) shall be made in agreement with the Bargaining Unit President:

- (a) Reporting
- (b) Calendar changes (including exam periods)
- (c) Learning Delivery Models
- (d) Working Conditions
- (e) Health and Safety
- (f) Staffing
- (g) Leaves

L30.3 The Board shall ensure that teachers are able to complete any necessary emergency-related PD during the paid work day. The Board shall make every effort to provide this PD prior to the implementation of any emergency provisions.

L30.4 If student learning shifts to virtual or remote learning that is a temporary measure the Board shall ensure the following:

- (i) Teachers shall use Board-approved online learning platforms during virtual or remote learning.
- (ii) Teachers shall be provided with technology required for virtual or remote learning and shall have access to technical support.

(iii) Teachers shall be provided with Professional Development on an ongoing basis for virtual or remote learning.

L30.5 Should virtual or remote learning become a condition of employment during the emergency period, the Board shall comply with all requirements mandated by Canada Revenue.

L30.6 Any temporary measure put into place during the emergency, may continue with mutual agreement.

L30.7 In the event that the emergency lasts longer than one school year, the Board and the Union shall review the temporary provisions that were agreed to before the commencement of the next school year.

ARTICLE L31 – DURATION

Note: Subject to Central Terms C2.1 page 6, and the School Board Collective Bargaining Act

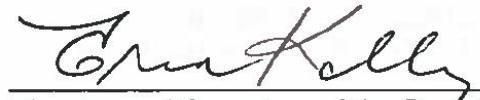
- L31.1 Part A and Part B of this document form a single Collective Agreement for the Duration as set out in Section C2.00 of the Central Terms (Part A).
- L31.2 Subject to the Ontario Labour Relations Act, no changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- L31.3 The Board agrees to print this Collective Agreement and provide **two (2) copies (Branch President and Staff Room)** to each secondary school and an additional copy to each alternative location where TBU members are assigned. The Board also agrees to make a copy of this Collective Agreement electronically available to TBU members.

DATED AT WINDSOR, ONTARIO, THE 6th DAY OF NOVEMBER, 2020.


**FOR THE GREATER ESSEX COUNTY
DISTRICT SCHOOL BOARD**



Chairperson of the Board



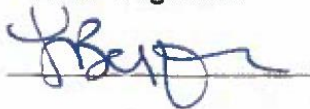
Director and Secretary of the Board



Treasurer



Lead Negotiator



Negotiator




Negotiator



Negotiator

**FOR THE ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
DISTRICT 9 - WINDSOR**



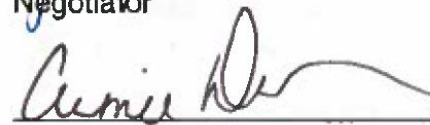
President, O.S.S.T.F. District 9



Lead Negotiator



Negotiator



Negotiator



Negotiator

THIS APPENDIX WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

APPENDIX L - A

VESTED RETIREMENT GRATUITY

Note: Subject to Central Terms C6.00 page 10, Appendix A page 16 and Letter of Agreement #6 pages 31-35.

Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:

1. **Cumulative Sick Leave Credit System**

- (a) A teacher transferring from another system shall begin his or her service with the Board with the cumulative sick leave credit from other systems.
- (b) Teachers shall be granted twenty (20) days sick leave credit on September 1 of each school year.
- (b) Sick leave credits shall accumulate from year to year to a maximum of 250 days. A teacher may accumulate additional days in the amount of 50% of the unused portion in any school year.
- (c) Accumulation for part-time teachers shall be on a pro-rata basis.
- (d) A deduction shall be made in cumulative sick leave credits amounting to the number of days which a teacher is absent through illness and for which that teacher is paid, in any year, which is in excess of twenty (20).
- (e) All years of service with the Board and its predecessor Board(s), except during leave of absence and sabbatical leave, will be included when calculating the cumulative sick leave credit of a teacher.
- (f) In a situation of a school closure, no member will lose pay or sick leave credits.

2. **Retirement Allowance at Time of Retirement with Pension or Death**

- (a) In case of retirement with pension or death while in the employ of the Board, the Board shall pay an allowance to a maximum of 50% of the teacher's salary as follows:
 - (i) in the case of retirement with pension, payment shall be made to the teacher provided that the teacher has at least ten (10) years' service with the Board or its predecessor board(s);

- (ii) in the case of death, payment shall be made to the teacher's beneficiary.
- (b) The amount of retirement allowance shall be calculated as follows:

$$\text{Retirement Allowance} = \frac{A}{200} \times \frac{B}{25} \times \frac{C}{2}$$

A – Cumulative sick leave at superannuation or death.

B - Years of service with the Board or its predecessor(s). Fractional years shall be counted as full years for this calculation effective September 2001.

C – Annual salary at superannuation or death except for teachers on an indefinite leave of absence as provided for in this Appendix L- A. For full-time teachers who in the last five (5) years of service choose to be employed on a fractional timetable basis, the retirement allowance shall be based on the annualized rate of salary. For the purpose of calculating the retirement gratuity, the annual salary shall not exceed the salary of a teacher when the teacher is eligible for a 70% pension (35 years).

- (c) An employee at retirement has the option of receiving payment of the retirement gratuity in the year of retirement or split between the year of retirement and the following calendar year.
- (d) The retirement gratuity of teachers on an indefinite leave of absence shall be based on the salary in effect in the last year of active service with the Board.
- (e) Teachers who meet the collective agreement definition for retirement and are in the last calendar year within which they are eligible for the commuted value of their pension, and take the commuted value of their pension, are deemed upon their retirement to be retired with pension and are eligible for their retirement gratuity in accordance with this Appendix L- A of the collective agreement.

APPENDIX L - B

EMPLOYEE BENEFITS

Note: Subject to Central Terms C7.00 pages 10-15 and [Letter of Agreement #4 pages 42-49](#).

The Board will continue to provide benefits in accordance with the existing benefit plans and terms of collective agreements in effect as of August 31, 2014 until the Employees' Participation Date in the Trust.

1. **Hospital and Medical Insurance Plans**

- (a) The Board will pay the full premium cost of a plan for employees and their dependents for semi-private hospital care charges over and above Ontario Health and/or the Workplace Safety Insurance Plan.
- (b) The Board will pay the full premium cost of:
an extended health care plan negotiated by the parties including enhanced out-of-Canada coverage for employees and their dependents which provides coverage over and above Ontario Health. The deductible during any given year shall be \$10 per individual or \$20 per family;
- (c) The Board will pay 90% of the premium costs of:
a generic prescription plan for employees and their dependents. On the recommendation and advice of the attending physician, no generic substitution may be made. The drug plan shall exclude over-the-counter drugs. The dispensing fee will be capped at \$6.50 per prescription.

2. **Group Life Insurance Plan**

- (a) The Board will pay the full premium cost of a group life insurance plan which provides term coverage (for each teacher) equivalent to two times the teacher's salary not to be less than \$95,000. Coverage will be reduced to \$10,000 at age 65 and will cease at age 70.
- (b) Optional group life insurance will be offered to the teachers at their expense. The maximum optional group life insurance will be \$250,000 in \$25,000 segments and will be subject to the minimum requirements of the insurance carrier. Coverage will terminate at the end of the month of retirement or age 65, whichever is earlier.
- (c) In the event of a teacher becoming totally disabled according to the terms of the master group life contract, and prior to age 65, or normal retirement if earlier, payment of premiums after the sixth (6th) month shall be waived by the insurer during the continuance of the disability and the amount of this coverage in effect at the date of commencement of such disability shall be continued in force during such disability or until retirement whichever comes earlier.
- (d) Optional dependents life insurance will be offered to the teachers at their expense. The maximum optional dependents life insurance will be \$20,000 for a spouse and \$5,000 for each dependent and will be subject to the minimum requirements of the insurance carrier.

3. Dental Plan

- (a) The Board will pay 100% of the premium cost for employees and their dependents for coverage for usual and customary dental charges up to the current Ontario Dental Association suggested fee guide for general practitioners for the following dental services:

exams, consultations, x-rays, diagnostic procedures, scaling, cleaning, polishing, fluoride treatment, hygiene instruction, occlusal equilibration, fillings, extractions, oral surgery, general anaesthesia, periodontics services, drugs prescribed by dentist, endodontics (root canals), preventive orthodontics (space maintainers).

The dental plan shall provide for a nine (9) month recall visit.

- (b) The Board's dental plan shall include denture services (relining, repairing and rebasing) and prosthetics (dentures, bridges, inlays and crowns including porcelain facing on pontics or crowns posterior to the second bicuspid) at 50% coinsurance. The teachers will pay 100% of the premium cost of denture services and prosthetics.

NOTE: The annual limit for Subsections (a) and (b) above will be \$1,800; \$2,500 effective September 1, 2009.

- (c) The Board will pay 100% of the premium cost for orthodontics for dependents up to age 18 (50% coinsurance to a lifetime maximum of \$2,500).

4. Vision Care Plan

The Board will pay 100% of the premium cost for employees and their dependents for a vision care plan. The plan will pay a maximum of \$300.00; effective September 1, 2009, \$450 towards the purchase of new or replacement eyeglasses, replacement parts of frames or replacement of lenses to existing eyeglasses, or the purchase of contact lenses in lieu of eyeglasses, laser surgery, eye exams or any combination thereof. The full benefit is available at two year intervals to commence from the date of the most recent purchase made under the vision care plan.

5. While an employee is receiving salary under the Board's cumulative sick leave plan, or while on L.T.D. in lieu of sick leave in accordance with #11 of this Appendix or while on WSIB in accordance with Article 19, the Board will continue to pay the portion of the premiums of the benefits outlined in # 1-4 of this Appendix.

6. Within sixty (60) days of the signing of this Agreement, or as soon thereafter as possible, District 9 will be provided with copies of all insurance policies negotiated between the Board and carrier related to employee benefits provided for in this Appendix.

7. Retirement Benefits

- (a) Teachers who retire prior to the age of 65 and their spouses, will have the option to participate, until the age of 65, in the Extended Health, Dental and Vision benefits provided for active teachers. The provision of such benefits will be at no cost to the Board. The premiums will be established by the insurance carrier based on the claims cost experience of the retired teachers. These premiums will be adjusted annually to reflect any surplus or deficit in the prior year with respect to actual claim cost versus the estimated premiums paid by the retired teachers.

Annually, the parties shall meet to review membership in the retiree benefit plan and data regarding experience for the past year.

- (b) To maintain participation and coverage under the Agreement, the retired teacher must agree to participate in a pre-authorized debit plan to pay the full monthly premiums. The retired teacher shall supply the Board with a void cheque from their bank account. Deductions will be made from the teacher's account on the first banking day of each month. The Board reserves the right to discontinue participation in the benefit plans for anyone should any two payments be denied for insufficient funds.
- (c) The following conditions will apply for retired teachers to be enrolled in benefits identified above.
 - (i) The teacher must elect to retain coverage within 31 days of retirement date otherwise coverage shall be cancelled.
 - (ii) If the teacher withdraws from coverage at any time prior to age 65, the teacher shall be in-eligible to re-enroll in the coverage.
- 8. The spouse of a deceased teacher may retain membership in the group benefit plans to which the teacher belonged at the time of death. The spouse may retain such membership until such time as they attain the age of 65 years and shall pay the full premium cost to maintain such participation under the group contracts.
- 9. The benefits provided in # 1-4 of this Appendix shall be in accordance with those stipulated in the respective insurance policies.
- 10. If a teacher is absent from work for more than a full school year because of illness, accident or injury, they shall continue to accumulate seniority during that absence but shall not accumulate credit for service, experience or sick leave. Such a teacher will be placed on an indefinite leave of absence. An indefinite leave of absence shall continue until the teacher proves satisfactorily to the Board that they are able to return to work or until the teacher is superannuated.
- 11. Long Term Disability
 - (a) The Board shall administer payroll deductions for the Long Term Disability plan established by the Bargaining Unit.
 - (b) Participation in the plan shall be a condition of employment for all employees currently participating in the plan and any newly hired employees as long as the member is eligible to receive benefits from such an LTD plan.
 - (c) Employees will pay the full premium of the LTD plan. Employees may withdraw from the plan for the period, length of which is the waiting period, prior to the confirmed retirement date or the date when the employee qualifies for an unreduced pension.
 - (d) A teacher on sick leave shall be required to apply for Long Term Disability benefits and shall not be allowed to use sick leave credits other than for the waiting period, not to exceed 6 calendar months, in respect of the same illness if he or she is approved for LTD benefits. If a teacher who is a member of the LTD plan is denied LTD benefits but is unable to return to teaching, the teacher may use sick leave credits beyond the waiting period until he or she has completed the school year in which he or she reaches age 65 or is eligible for a minimum pension of 66% whichever comes first.

Notwithstanding the above, a teacher who is not eligible to be a member of the LTD plan will not be allowed to use sick leave credits for illness beyond 6 calendar months.

- (e) A teacher receiving benefits through the Workplace Safety and Insurance Act for permanent disability will be required to apply for LTD benefits for the purpose of top-up only and if eligible would not use sick leave credits for top-up.

12. All members shall be entitled to full coordination of benefits.
13. The Board agrees that, should insurance carriers be changed, the benefit coverage shall not be less than that provided under the existing policy. In case of change in carrier, the Board shall provide the Union with copies of all new Master Policies.
14. For active employees over the age of 65, Out of Country Travel insurance will be no longer be available. If the total cost of benefits for an active employee over the age of 65 is greater than that of an active employee under the age of 65, the employee will be invoiced for the difference.
15. If a teacher on a leave in excess of one month wishes to remain on the Board benefit plan, the teacher will be invoiced for the full-cost of the benefit premiums for the period the employee is on the extended leave.
16. Benefits Delivery Model
 - 1) It is understood that if the union seeks to withdraw from the Board benefit plan that they will enter into discussions with the Board. Parties agree that any such action will have no monetary increase for the Board.
 - 2) Upon written request of the Bargaining Unit, the Board shall provide any requested information necessary in order to assist the Bargaining Unit to make decisions regarding proposing changes to improve benefits and/or changes to the benefits delivery model. It is understood that the nature of the disclosure will be similar, but not limited to, the information provided by the Board in a public procurement process.
17. Notwithstanding the above, the Master Policy is the true and full record of all benefit coverage.

LETTER OF AGREEMENT # L1

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

RE: SECTIONS OFFERED

The parties agree that the Board shall provide the Union with readily available information to enable the parties to run a simulation using weighting factors to determine distribution of teachers to schools and sections offered to each department per school.

Dated at Windsor, Ontario, this 22nd day of October, 2020

FOR THE BOARD:



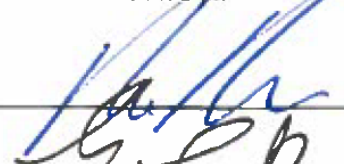






R. Tice


M. Buysse


FOR THE UNION:











LETTER OF AGREEMENT # L2

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND


THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION


RE: MARKBOOK

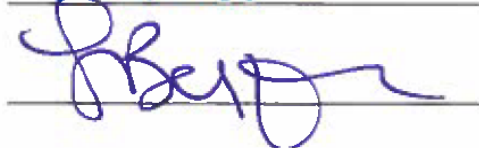
1. The Board and the Union recognize Markbook as an appropriate record keeping/reporting technology to maintain teacher records and to report such records.
2. Each school will provide sufficient computers, equipped with Markbook, to ensure teacher access for mark entering.
3. **The Board will continue to offer Markbook training to teachers.**
4. **If the Board decides to change to a new software program for reporting purposes, teachers shall be provided with training, on paid time, no less than one (1) month before such reports are due to be submitted.**
5. **Whichever software the Board decides to use for reporting, teachers shall be provided access to the downloadable software no later than the first week of school.**


Dated at Windsor, Ontario, this 22nd day of October, 2020

FOR THE BOARD:











- B. Tice _____



FOR THE UNION:














LETTER OF AGREEMENT # L3

Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

And

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

RE: WECSSAA

1. The Board and the Union agree that should a Department Head be awarded the position of WECSSAA Secretary Treasurer, they shall be permitted to retain their Headship and count the release time as sections in the department for the purposes of staffing.

Dated at Windsor, Ontario, this 22nd day of October, 2020

FOR THE BOARD:



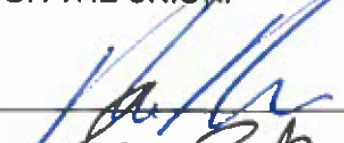






B. Tice


M. Buysse


FOR THE UNION:











LETTER OF AGREEMENT # L4

BETWEEN

**The Greater Essex County District School Board
(hereinafter “the Board”)**

And

**Ontario Secondary School Teachers’ Federation, District 9, Teacher Bargaining Unit
(hereinafter “the Union”)**

RE: WESTERN SECONDARY SCHOOL

- 1. Notwithstanding the changes to Article L22.1 Class Size, the Board shall continue to adhere to the following class size limits until the closure of Western Secondary School:**
 - a. Grade 9-12 Non Tech (O.P.E.C.) courses shall have a class size of 21.**
 - b. Grades 9-12 Tech courses shall have a class size maximum of 19.**
 - c. MAPS (My Achievement Pathway to Success) non-credit courses shall have a class size maximum 14.**
 - d. Cooperative Education:**
 - 1 section: 24 credits**
 - 2 sections: 52 credits**
 - 3 sections: 88 credits**
 - e. 4 Credit Co-op**

These totals apply if the majority of the Co-op teacher’s timetable is 4 credit students

 - 1 section: 33 credits**
 - 2 sections (am or pm only): 67 credits**
 - 3 sections: 100 credits**
- 2. Notwithstanding the changes to Article L15.3 Department Structure and Department Headships, the Board and the Union shall continue to adhere to the following department structures and headships until the closure of Western Secondary School:**
 - a. Western will be allocated Major Department Heads in:**
 - i. MAPS**
 - ii. Pure and Applied Science**
 - iii. Guidance**
 - iv. Physical Education and Student Activities**

- v. English and Social Sciences will be one department with a Major and a Minor Department Head
 - vi. Technological Education will have a Major and two Minor Department Heads
- b. An additional Minor Headship shall be assigned to the MAPS program where it exceeds 50 sections.

Dated at Windsor, Ontario, this 22nd day of October, 2020

FOR THE BOARD:



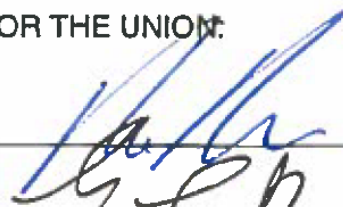


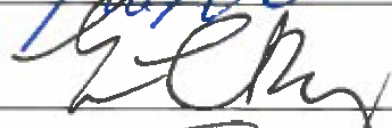









FOR THE UNION:











LETTER OF AGREEMENT # L5

BETWEEN

**The Greater Essex County District School Board
(hereinafter "the Board")**

And

**Ontario Secondary School Teachers' Federation, District 9, Teacher Bargaining Unit
(hereinafter "the Union")**

**RE: COMMITTEE TO EXAMINE LEAVE OF ABSENCE REQUESTS AND ALTERNATIVE USES
OF TOP-UP DAYS**

A committee comprised of up to four (4) Board and four (4) OSSTF representatives will be formed. The committee will hold their first meeting no later than sixty (60) school days following ratification. The committee will examine the following:

1. Article L18 Leaves of Absence – Extended, to allow teachers to access single unpaid days throughout the school year.
2. STLDP Top-Up days

The committee will make recommendations to implement for a trial period in the 2021-2022 school year.

Dated at Windsor, Ontario, this 22nd day of October, 2020

FOR THE BOARD:



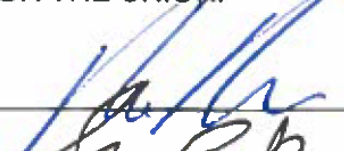












FOR THE UNION:











COLLECTIVE AGREEMENT

between

The Lambton Kent District School Board



and



**Ontario Secondary School Teachers' Federation
District 10**

September 1, 2019

to

August 31, 2022

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PART A

CENTRAL AGREEMENT

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.

- iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
- i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.

- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.

- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers’ benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers’ benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers’ benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers’ Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as “Appendix H”) for job classifications that are eligible for benefits.

- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.

- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.

- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.

- iv. Where a Teacher is accessing sick leave, STLD, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLD days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- ✕ Where a Teacher is accessing STLD, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLD days from the previous school year's allocation.

In the event the Teacher exhausts their STLD allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLD allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLD will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLD.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.

- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form

may be used where one is mutually developed and agreed upon at the local level.

- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge

and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with

each other or with their teacher. Online learning shall have the same meaning as E-Learning.

- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board

- ii. Avon Maitland District School Board
- iii. Hamilton-Wentworth District School Board
- iv. Huron Perth Catholic District School Board
- v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)		Employee Signature:									
Employee ID:		Telephone No:									
Employee Address:		Work Location:									
1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one:											
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3											
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.											
First Day of Absence: _____		General Nature of Illness (<i>please do not include diagnosis</i>): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of hand(s): <table> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy			

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

**LETTER OF AGREEMENT #2
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

**LETTER OF AGREEMENT #3
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**LETTER OF AGREEMENT #5
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

**LETTER OF AGREEMENT #6
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

**LETTER OF AGREEMENT #7
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);

- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

**LETTER OF AGREEMENT #10
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

**LETTER OF AGREEMENT #11
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

**LETTER OF AGREEMENT #12
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
RE: E-Learning Implementation Committee**

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

**LETTER OF AGREEMENT #13
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.

- c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information

that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will

be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;

- b. Fund claims stabilization or other reserves;
- c. Improve plan design;
- d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the

difference between the gross amount the teacher receives from E.I. and their regular gross pay;

2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local

collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year. Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]



PART B

LOCAL AGREEMENT

**ARTICLE L1
PURPOSE**

- L1.01 It is the intent and purpose of the Parties in this Collective Agreement, hereinafter referred to as the “Agreement”, to set forth certain of the conditions of employment together with the salaries and the allowances which govern the Members who are covered by the Agreement.

**ARTICLE L2
TERM OF AGREEMENT**

- L2.01 This Agreement shall be in effect for the term outlined in C2.00, and shall continue automatically thereafter for annual periods of one year unless a notice to bargain is issued as outlined in C2.00.
- L2.02 No changes can be made to this Agreement without the mutual written consent of the parties, nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures unless mandated by Regulations or Statutes of the Province of Ontario.

**ARTICLE L3
RECOGNITION**

- L3.01 The Board recognizes the Ontario Secondary School Teachers’ Federation (“OSSTF”) as the bargaining agent authorized to negotiate on behalf of its Members employed to teach by the Board

AND

- L3.01.1 assigned as Teachers, including Teachers on Letters of Permission, to one or more secondary schools or to perform duties in respect of such schools all or most of the time

OR

- L3.01.2 of every Teacher who is on the Board’s roster of Occasional Teachers and may be assigned to a secondary school

OR

- L3.01.3 of every Part X.1 teacher who is assigned as Continuing Education, Adult Education, Summer School Night School Teacher, Secondary Home Instructor or Marker to deliver or mark credit courses in one or more secondary schools or other facility used by the Board.

- L3.02 The Board recognizes the negotiating team of the Bargaining Unit as the party authorized to negotiate on behalf of the Union.
- L3.03 At any time during negotiations or procedures under this Agreement, either Party may obtain assistance from one or more advisors, agents, counsellors or solicitors to assist, advise, or represent it in any or all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE L4 MANAGEMENT RIGHTS

- L4.01 Both parties to this Agreement recognize that, subject to the qualifications and limitations contained in this Agreement, it is the sole right of the Board to manage the affairs of the Board in accordance with the Statutes and Regulations of Ontario. These include the right:
- a) to determine educational policies under the *Education Act* and related Statutes;
 - b) to discipline, demote, and dismiss teachers for just cause;
 - c) to determine, plan and control the nature and the quality of teaching programs and subjects to be taught in the Secondary School system;
 - d) to establish the hours of school and the school year and other such duties and responsibilities of the Board as are outlined in the Acts and Regulations;
 - e) to make, enforce and alter from time to time reasonable rules and regulations governing teachers;
 - f) to plan and control the number of teachers to be employed, the number of students to be allocated to a program, and the class size subject to the provisions outlined in the *Education Act*, Provincial Statutes, Provincial Regulations, and clauses in the Collective Agreement;
 - g) The Board has the right to create or designate a new Bargaining Unit position to be filled by a Member. The salary schedule for such a position shall be arrived at by agreement through negotiation with OSSTF. In the event the parties are unable to reach agreement, the matter shall be referred to binding arbitration and the salary shall be retroactive to the first day of work in the new position.

ARTICLE L5 UNION RIGHTS

- L5.01 The Board agrees that no Member shall be disciplined, demoted or discharged without just cause. Where the Board deems that a suspension is to be imposed, such suspension must be for a stated, definite reason(s).
- L5.02 The Board recognizes the right of OSSTF to represent a Member at any meeting when the conduct or competence of the Teacher is being considered.
- L5.02.1 A Member will be informed of the right to request representation prior to any meeting which involves or may lead to disciplinary action.
- L5.03 The Board recognizes that the Teachers in its employ have right of access to their personnel file in the Board's Human Resources Department during regular working hours to examine the contents of their file in the presence of a Human Resources staff person.
- L5.03.1 A Member will be provided a copy of any written appraisal put in the Teacher's file and will be allowed to add comments prior to filing
- L5.03.2 If there is a dispute as to the accuracy of any material on file, said dispute may be the subject of a grievance.
- L5.03.3 Documents contained in a Member's file that are of a disciplinary nature will be destroyed by shredding after twenty-four (24) months provided that there has been no subsequent disciplinary action of the same kind.
- L5.04 The Board shall provide a bulletin board for the use of the Bargaining Unit at an appropriate location in each work site upon which the Bargaining Unit shall have the right to post notices relating to matters of interest to the Bargaining Unit, Members and/or Occasional Teachers.
- L5.05 The Board shall make every effort to provide a confidential meeting area in each work location for Union business.
- L5.06 The Board agrees to acquaint new Members with the fact that a Collective Agreement is in effect so that these Members can be advised of the terms and conditions set out in the Agreement.
- L5.07 Any information regarding the status of a Member which can be made available, any information which is public information because it has been part of a Board report in public session, and any information regarding teacher salaries and insured benefits will be provided to the Bargaining Unit upon written request.

- L5.08 The Board shall assign or reassign duties to Members elected or appointed as Bargaining Unit delegates or representatives to permit attendance at a Bargaining Unit meeting. The Bargaining Unit shall reimburse the Board for the cost of a supply teacher, if a supply teacher is required and assigned.
- L5.09 Acceptance of Position blank forms, used for all Members who are subject to this Agreement, shall be accessible to the President of District 10, OSSTF.
- L5.10 The Board and the Union agree that there shall be no discrimination, interference, restraint or coercion exercised or practised upon any Member because of Union membership.
- L5.11 The Union shall be allowed to carry out Union business on the Board's premises including, without restricting the generality of the foregoing, Membership meetings, executive meetings, and conferences between Union representatives and Members at times other than the Members' scheduled instructional time.
- L5.12 The Board shall not discipline in any way a Member for reporting an incidence of misfeasance, malfeasance, fraud or any other action/inaction on the part of the Board which is believed to be detrimental to the students and/or the employees.
- L5.13 The Board shall provide a copy of each Member's updated profile sheet on or about October 31, for the information of the Bargaining Unit. Newly hired Members' profile sheets will be forwarded to the Bargaining Unit within thirty (30) calendar days.
- L5.14 The Board shall forward to the District President no later than ten (10) working days after the start of school each semester the following information by school:
- L5.14.1 a staff list showing names, addresses, and phone numbers of all Members; and
 - L5.14.2 all teachers' timetables; and
 - L5.14.3 all class sizes; and
 - L5.14.4 copies of the approval letters for teachers working on a Letter of Permission or Temporary Letter of Approval; and
 - L5.14.5 a copy of each schools' supervision schedule including minutes scheduled; and
 - L5.14.6 a list of Members currently on leave, their FTE status and projected date of return;

- L5.14.7 any other information determined by the Secondary Staffing Committee.
- L5.15 The Board will inform the Union of any changes made to its policies, procedures and regulations or the introduction of new policies, procedures and regulations.

ARTICLE L6
UNION DUES CHECK-OFF

- L6.01 On each pay date on which a Member is paid, the Board shall deduct from each Member the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) calendar days prior to the expected date change.
- L6.02 The OSSTF dues deducted in L6.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Members, their Social Insurance Numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- L6.03 Dues specified by the Bargaining Unit in L6.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 10, no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Members, the number of days worked, salary for the period, and the amounts deducted.
- L6.04 The Board will deduct and remit to the Bargaining Unit each month the Federal EI Rebate that the Members are entitled to under Federal EI Legislation. The Bargaining Unit shall save the Board harmless with respect to any individual grievance filed by any Member of the Bargaining Unit with respect to these funds.
- L6.05 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE L7
NO STRIKE OR LOCK-OUT

- L7.01 There shall be no strike or lock-out during the term of this Agreement. The terms “strike” and “lock-out” shall be as defined in the *Ontario Labour Relations Act*.

ARTICLE L8
GRID PLACEMENT (CATEGORIES)

- L8.01 Category definitions shall be those outlined by the current OSSTF Certification Plan. Members will be placed in the appropriate category for salary purposes according to their OSSTF Certification Rating Statement or Qualifications Evaluation Council of Ontario (QECO).
- L8.02 A Member who qualifies for a change in category by reason of improved certification shall be placed in the appropriate position on the Salary Grids as outlined in Article L11.01.1.
- L8.02.1 Where a Member has reason to believe they qualify for a change in category placement, the Member shall notify in writing and submit the appropriate documentation to the Board.
- L8.02.2 If notice and documentation are received by the Board on or before June 15, the payment shall be retroactive to as early as September 1. However, a Member shall not receive retroactive payment for category improvement for any period of time prior to completion of the qualifications. Completion of the qualifications is deemed to be the date when the last course(s) was (were) completed.
- L8.02.3 It is the Member's responsibility to provide evidence of completion of all courses taken, in order to receive retroactive payment.
- L8.03 No Member shall be newly employed at a salary higher than that being paid to a Member of the incumbent staff having the same or equal qualifications, experience, and responsibility.

ARTICLE L9
TEACHING EXPERIENCE ALLOWANCE

- L9.01 The Board agrees to recognize teaching experience for the purpose of placement on the salary grid. This includes all teaching experience occurring in elementary and/or secondary schools and colleges and/or universities in Ontario and elsewhere, as recognized by the Board and includes other teaching experience deemed equivalent by the Board.
- L9.02 Each year of teaching experience recognized under Article L9.01 will count towards the teacher's placement on the salary grid until the maximum salary is reached.
- L9.03 The effective date for annual grid advancement will be September 1.

- L9.04 Full grid advancements shall be granted for each full year of teaching.
- L9.05 Partial grid advancements shall be granted for teaching in consecutive months according to the following schedule:

1 month or more	=	1/10 Grid Step
2 months or more	=	1/5 Grid Step
3 months or more	=	3/10 Grid Step
and so on to		
9 months or more	=	9/10 Grid Step
One semester	=	5/10 Grid Step

L9.05.1 Notwithstanding Article L9.05, casual/daily occasional teaching experience shall be recognized such that twenty (20) days of accumulated experience shall be equal to .1 year of credit.

L9.05.2 The grid placement of a Member employed as of June 30, 1998 shall not be adversely affected by the application of Article L9.

- L9.06 For positions of added responsibility, the Member's salary shall be in accordance with the Member's placement on the Teacher's Salary Grid in Article L11.01.1 plus the responsibility allowances in Article L11.03.

ARTICLE L10

RELATED EXPERIENCE

- L10.01 For each year of recognized related business and/or industrial experience beyond the basic requirement for entrance to a Faculty of Education, the credit shall be one (1) year on the grid with the salary not to exceed grid maximum.

L10.01.1 To be recognized:

- i) related experience must be in a field directly related to the subject taught.
- ii) Related experience means experience in a trade, profession, or business directly related to the teaching position for which the Member is hired.
- iii) Application for recognition of related experience is to be submitted with documentation acceptable to the Board within twelve (12) months of the effective date of hire. Salary adjustment shall be made retroactive to the effective date of hire.

- L10.02 A year of related experience shall be defined as the equivalent of 1750 hours.
- L10.03 No present employee will have the employee's grid placement adversely affected by the implementation of Articles L10.01 and L10.02 above.

ARTICLE L11 SALARIES AND ALLOWANCES

L11.01.1 SALARIES

September 1, 2019

Yrs Exp	Cat. 1	Cat. 2	Cat. 3	Cat. 4
0	47,391	50,133	53,403	56,385
1	50,681	53,652	57,149	60,440
2	53,971	57,167	60,891	64,494
3	57,259	60,686	64,641	68,552
4	60,547	64,201	68,386	72,602
5	63,834	67,721	72,130	76,658
6	67,124	71,234	75,879	80,717
7	70,410	74,752	79,624	84,771
8	73,701	78,268	83,372	88,824
9	76,988	81,784	87,119	92,881
10	80,279	85,300	90,866	96,939
11			94,611	100,989

September 1, 2020

Yrs Exp	Cat. 1	Cat. 2	Cat. 3	Cat. 4
0	47,865	50,634	53,937	56,949
1	51,188	54,189	57,720	61,044
2	54,511	57,739	61,500	65,139
3	57,832	61,293	65,287	69,238
4	61,152	64,843	69,070	73,328
5	64,472	68,398	72,851	77,425
6	67,795	71,946	76,638	81,524
7	71,114	75,500	80,420	85,619
8	74,438	79,051	84,206	89,712
9	77,758	82,602	87,990	93,810
10	81,082	86,153	91,775	97,908
11			95,557	101,999

September 1, 2021

Yrs Exp	Cat. 1	Cat. 2	Cat. 3	Cat. 4
0	48,344	51,140	54,476	57,518
1	51,700	54,731	58,297	61,654
2	55,056	58,316	62,115	65,790
3	58,410	61,906	65,940	69,930
4	61,764	65,491	69,761	74,061
5	65,117	69,082	73,580	78,199
6	68,473	72,665	77,404	82,339
7	71,825	76,255	81,224	86,475
8	75,182	79,842	85,048	90,609
9	78,536	83,428	88,870	94,748
10	81,893	87,015	92,693	98,887
11			96,513	103,019

L11.01.2 TEACHER CONSULTANTS

Level	Positions
1	Co-ordinators of Special Education
2	Program Consultants
3	Secondments (short term) Special Project Teachers (short term) Temporary or Acting Appointments

Allowance (\$) above grid salary effective	LEVEL		
	1	2	3
September 1, 2019	\$7305	\$5978	\$4649
September 1, 2020	\$7378	\$6038	\$4695
September 1, 2021	\$7452	\$6098	\$4742

L11.02 EXTRA DEGREE ALLOWANCE

There shall be an allowance for one recognized extra degree (Canadian or equivalent) payable January 1 or September 1 provided said degree has not been used for placement in a category. A recognized extra degree is one denoting post-graduate work and the allowances are as follows:

Allowance (\$) above grid salary effective	Extra Degree Allowance		
	Master's Degree or equivalent	B.A. held by technical studies Teacher (Refer to L11.02.1)	Doctorate Degree (earned)
September 1, 2019	\$979	\$979	\$1425
September 1, 2020	\$989	\$989	\$1439
September 1, 2021	\$999	\$999	\$1453

L11.02.1 B.A. held by technical studies Teacher, acceptable for admission to a College of Education and provided that the degree is over and above credits already used to qualify for a particular category.

L11.02.2 Allowances will be paid for the highest degree only.

L11.02.3 All teachers who have been receiving this allowance prior to the 2000/2001 school year shall continue to receive it as described.

L11.02.4 Effective September 1, 2000, teachers who acquire any of the degrees described shall be credited with one (1) year of experience on the salary grid in Article L11.01.1.

L11.03 POSITIONS OF ADDED RESPONSIBILITY ALLOWANCE

An allowance shall be paid for the school year to be determined by:

Year	Major Curriculum Leader	Minor Curriculum Leader	Computer Site Leader
September 1, 2019	\$4203	\$2762	\$4203
September 1, 2020	\$4245	\$2790	\$4245
September 1, 2021	\$4287	\$2818	\$4287

L11.04 TRAVEL ALLOWANCE

Travel allowances shall be paid in accordance with the Board Policy.

L11.05 METHOD OF CALCULATING SALARY

All annual teaching salaries for the period covered by the Agreement will be determined according to the salary matrix schedules contained in Article L11.01.1.

L11.05.1 Recognized Related Experience Allowance will be added to the salary matrix value where applicable and the total is not to exceed the maximum salary.

L11.05.2 Responsibility allowances are in addition to the salary grid.

L11.06 METHOD OF PAYMENT

Annual salaries for Members employed by the Board shall be paid in 21 payments as follows:

4% of annual salary on the first banking day of September;

4% of annual salary on the 15 of each month from September to June;

8% of annual salary on the last working day in December;

4% of annual salary on the last working day of the month (September to November, January to May);

16% of annual salary on the last working day in June.

L11.06.1 Salary paid to Members leaving the employment of the Board or beginning an unpaid leave of absence during the school year shall be pro-rated on the basis of days worked over the total number of working days in the school year. Any salary owing will be paid no later than the following pay period.

L11.07 PAYROLL DEDUCTIONS

All payroll deductions for Income Tax, Teachers' Pension Plan, Union/Bargaining Unit dues, and all insured benefit payments will be deducted in proportionate amounts from each pay. Deductions for Canada Pension Plan and Employment Insurance will be deducted as required by law until the maximum deductions are reached.

L11.08 REGISTERED RETIREMENT SAVINGS PLAN

The Board agrees to make constant monthly deductions from the salary of those Members who choose to participate in the OSSTF's R.R.S.P. known specifically as Educators Financial Group Registered Retirement Savings Plan and to remit such deductions to the Trustee of the plan provided:

- a) participants shall be permitted to change the amount of their contributions a maximum of two (2) times during each school year, namely, September 30 and February 1, with the exception of initiation or termination of contribution which the participant may effect with thirty (30) days' notice; and
- b) that OSSTF agrees to provide all necessary information required for administration of the plans in a format acceptable to the Board.

ARTICLE L12 BENEFIT PLANS

- L12.01 Members shall join the mandatory plans and have the option of joining the optional plans as outlined in the Benefits Table in L12.08.
- L12.02 Premium sharing shall be as outlined in the Benefits Table in L12.08. Premium rates shall be quoted as Single and Family.
- L12.03 Part-time Members teaching half (1/2) time or more will have their premium sharing determined as though they were full-time.
- L12.03.1 Member(s) teaching less than half (1/2) time will participate on a pro-rata basis except for those currently participating on a full-time basis.
- L12.04 Member(s), other than part-time, on an unpaid leave of absence covered by other plans agreed to by the Board and OSSTF, excluding sick leave being used to serve the waiting period for LTDI plan, will pay 100% of the cost to maintain their benefits for any month(s) where there is no remuneration received from the Board. (i.e. If there were no remuneration in May, the Member would pay 100% of the premium cost that would normally be deducted from the May cheque.)
- L12.05 A Member who retires shall have the option of continuing eligible benefits in the Benefits Table (Article L12.08) until age 65 by making full premium payments through the Board.
- L12.06 **LONG TERM DISABILITY INSURANCE**
 - L12.06.1 The Union will administer an LTDI plan in accordance with the current signed agreement with the carrier.
 - L12.06.2 Members on leave receiving LTDI benefits may participate, subject to the terms and conditions of the applicable policies, in the Board's benefit plans until:
 - a) they no longer qualify for disability benefits; or
 - b) they qualify for the 85 factor for pension; or
 - c) they go on pension benefits; or

d) they retire, resign or die.

L12.07 SURVIVOR BENEFITS

If allowed by Carrier, the Board will continue the employee benefits for the survivor for up to six (6) months at the Board's normal premium subsidization and for an additional 6 months at the survivor's expense.

L12.08 BENEFITS TABLE

Plan	Mandatory (M) Optional (O)	Carrier	% premium Board	% premium Member	Description & Comments
Life Insurance	M	Great West Life	100 85	0 15	salary to \$65,501 \$65,502 - \$275,000 For a total of \$275,000
Dependent Group Life Insurance	O	Great West Life	0	100	\$15,000 life insurance on spouse and \$7,500 on each dependent child
Accidental Death & Dismemberment	M	RBC	85	15	\$275,000
Optional Group Life Insurance	O	Great West Life	0	100	Available in \$10,000 units to a maximum of \$250,000 with male/female, smoker/non-smoker, age-banded rates. Subject to approval of evidence of insurability.
Dental Plan	M*	Great West Life	85	15	Including, but not limited to: Prescription Drugs Deluxe Travel Plan Outside Canada Coverage Private Nursing / Physiotherapy Accidental Dental / Prosthetic Appliances Rental or at the plan's discretion, purchase of certain medical supplies, appliances and prosthetic devices prescribed by a physician Ambulance / Chiropractor / Osteopath / Podiatrist and Chiropodist Hearing Aids Eye Glasses / Laser Surgery Eye Exam Orthodontics Major Restorative O.D.A. fee schedule one year behind current effective Jan. 1 of each year
Major Restorative and Dentures	M*		85	15	
Orthodontics	M*		85	15	
Extended Health Care	M*		85	15	
Vision Care	M*		85	15	
Semi-Private	O		85	15	
Long Term Disability	M	OTIP	0	100	Ontario Teachers' Insurance Plan
Employee Assistance Program	M	Family Counselling Centre Family Service Kent	85	15	Family Counselling Centre - Sarnia Family Service Kent - Chatham

* unless covered by spouse

L12.09 MARKETING OF BENEFIT PLANS

While the Article L12.08 Benefits Table identifies specific carriers, it is understood that from time to time the Board will market the benefit plans to ensure the service and costing are competitive. Marketing of the benefit plans may result in a change in carrier. However, it is the intent that the marketing of the plan(s) would not result in a change in the benefit plan(s).

- L12.10 Semi-annual meetings between the Union and the Board will be held to review, monitor, and make recommendations to the Union Executive and the Board regarding the best use of the benefit compensation with information available from the carrier.

ARTICLE L13 WORKPLACE SAFETY AND INSURANCE

- L13.01 When a Member is eligible for, and receives approval of, a claim by the Workplace Safety and Insurance Board of Ontario:

- a) the Workplace Safety and Insurance payment shall be remitted to the Board;
- b) the Member shall receive full pay from the Board;
- c) there shall be no deduction of Sick Leave Credits from the Member.

ARTICLE L14 SICK LEAVE

- L14.01 After five (5) consecutive days absence caused by sickness, a certificate from a duly qualified medical practitioner or dentist may be requested certifying the inability of the teacher to attend to their duty. Nothing in the foregoing shall prohibit the Board from requiring a teacher to submit such a certificate following a period of absence should the Board believe the circumstances warrant it.

- L14.02 The parties agree that modified/rehabilitative work makes a valuable contribution to a more rapid recovery after an injury or illness has occurred. The parties shall work in a co-operative approach in consultation with the Ontario Teachers' Insurance Plan vocational rehabilitation consultants and/or a District Bargaining Unit Representative to develop modified work, either on a temporary or permanent basis, in order to accommodate an employee's established medical capabilities.

- L14.02.1 The Return To Work Committee shall consist of the Member, an OSSTF Representative (Federation Officer and/or TBU President), the LKDSB Human Resources Officer, and the Principal of the Member's school.

- L14.02.2 The return to work committee shall meet when accommodations are required for a Member to return to work.

ARTICLE L15 RETIREMENT GRATUITY

Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day. The following language applies only to those teachers eligible for the gratuity above:

- L15.01 To be eligible for the Retirement Gratuity, a Member hired after September 1, 1975 must have five (5) or more years service with the Lambton Kent District School Board or its predecessor Boards.

- L15.02 The amount of the Retirement gratuity shall be calculated as follows:

$$X \times .5 \times \frac{Y}{200} \times \frac{Z}{20} = \text{gratuity}$$

where "X" is the Member's final year's salary based on their position on the grid; and where "Y" is the number of days of cumulative sick leave credit at date of retirement; and where "Z" is the number of years of service with the Lambton Kent District School Board or its predecessor Boards excluding years of service as an occasional teacher or other non-teaching position (not to exceed its denominator).

- L15.03 The payment of the Retirement Gratuity shall be made only when a Member retires from teaching to pension, or retires through permanent total disability, or dies.

- L15.04 In the event of the death of an eligible Member either before or after retirement, but before receiving the full benefits of the Retirement Gratuity as provided under Section L15.02, such benefits shall be paid to the Member's estate.

- L15.05 The Retirement Gratuity shall be based upon the salary and years of service, which shall include sabbatical leave, of the Member at the date of regular retirement, total disability or death. Members who elect to work part time or take a leave for their last year of teaching will still qualify for a full gratuity.

- L15.06 Provided the member advises the Board of their intended retirement, the allowance upon request may be paid as soon as practical after the retirement.

A member shall be allowed to defer the gratuity to the subsequent taxation year at the Member's discretion. The Member shall notify the Board at the time of the

official retirement notice of their choice, otherwise the gratuity will be paid at the first opportunity following retirement.

L15.07 A Member dismissed for cause shall not receive a Retirement Gratuity unless otherwise decided by the Board.

L15.08 A Member shall not be entitled to more than 50% of their annual salary.

ARTICLE L16 LEAVES OF ABSENCE

L16.01 No Member shall be absent from school during school hours, except in the case of illness, without the consent of the Principal, who shall report the absence to the Human Resources Department. A "Request for Leave of Absence" form is required for all absences. In emergency situations, a telephone notification will suffice provided the Request for Leave of Absence form is completed upon return to work.

L16.02 Deductions from sick leave credits will be made for illness only.

L16.03 LEAVE WITH PAY

The Board shall grant a leave of absence with no deduction in salary or sick leave credits, subject to the following limitations:

- a) up to three (3) days leave in the event of a serious illness, medical appointment/treatment, or legal obligation involving a spouse, common-law partner, child, sibling, parent, total dependent, or near relative living in the same home;
- b) a leave of up to five (5) days for the death of a spouse, common-law partner, child, sibling, parent, grandparent, near relative or total dependent living in the same home;
- c) a leave of up to three (3) days for the death of a mother-in-law, father-in-law, daughter-in-law, son-in-law, or total dependent;
- d) a one (1) day leave for the purpose of attending a funeral for someone not covered in L16.03 (b) or L16.03 (c);
- e) a leave of up to two (2) days for the birth or adoption of a child by the Member;
- f) a leave for approved school business;
- g) a one (1) day leave for writing Post-Secondary or Trades examinations

- h) a leave for attendance in court as a subpoenaed witness (where the Member is not a party to the action) or for jury duty, provided that any fees received be turned over to the Board;
- i) a leave for each day in attendance at court where the Member is a party to the action in which the Member has been charged and has been acquitted, or where a civil action has been initiated against the teacher on an education related matter, and the teacher has been found at no fault. In both cases, the Member shall be allowed leave of absence without deduction of salary for time spent in court. In any instance, salary shall not be deducted until the decision of the court has been handed down;
- j) a leave for each day in which the Member is quarantined;
- k) a leave for observance of a religious Holy Day;
- l) a one (1) day leave to attend the Member's own post-secondary graduation
- m) a leave of up to five (5) days may be granted by the Director of Education or designate for extenuating circumstances in addition to any leave granted under Article L16.03.

L16.04 LEAVE WITH COST OF SUPPLY

The Board shall grant a leave of absence with the Member paying the cost of an occasional teacher in the following instances:

- a) employees elected or appointed to councils, boards, commissions and/or committees or other such organizations;
- b) court appearances other than for those reasons in L16.03.h) and L16.03.i);
- c) for a Member's own wedding or the wedding of a son or daughter
- d) a one (1) day leave to attend the post-secondary graduation of a spouse, common-law partner, daughter, or son
- e) two (2) days leave for exceptional personal circumstances

L16.05 LEAVE WITHOUT PAY

The Board shall grant a leave of without pay in the following instances:

- a) for an Extended Leave of Absence (subject to the limitations set out in Article L16.06);
- b) for a Public Office Leave other than that listed in L16.04 a). An employee who is a candidate in a Federal, Provincial or Municipal election will be granted a leave of absence;
- c) a leave necessitated by exceptional circumstances may be granted by the Director of Education.

NOTE: A full day's pay deduction = Annual Salary X $\frac{1}{\text{\# of work days in the school year}}$

L16.06 EXTENDED LEAVE OF ABSENCE

An extended leave may be granted upon written request of a Member subject to the following provisions:

- a) written acceptance or denial of the request with an explanation will be forwarded to the Member by May 31 in the school year that application is made;
- b) a Member on leave under this clause will not accumulate sick leave;
- c) a Member on leave will be allowed to participate in the Board's benefit plan at the Member's expense.

L16.07 PUBLIC OFFICE LEAVE (MUNICIPAL, PROVINCIAL OR FEDERAL)

L16.07.1 Employees elected to offices requiring extended absences, such as members of the legislature or parliament, and for service with the Canadian Armed Forces shall be granted a leave of absence.

L16.08 TEACHER FUNDED LEAVE PLAN

L16.08.1 Intent

The Plan is intended to provide teachers the opportunity to develop professionally and it is not meant to discourage a teaching employee from applying for other types of leaves. In addition, the Plan may enhance a Member's opportunity to enrich their personal development.

16.08.2 Description

The Plan has been developed to afford Members the opportunity of taking a one (1) year leave of absence with pay by spreading:

- a) two years' salary over three years; or
- b) three years' salary over four years; or
- c) four years' salary over five years; or
- d) five years' salary over six years.

L16.08.3 Qualifications

Any Member having five (5) years seniority with the District School Board and/or its predecessor Boards is eligible to participate in the plan.

L16.08.4 Application

- a) A Member must make written application to the Director of Education or designate, on or before January 31 requesting permission to participate in the Plan.
- b) The application form shall set out the period in which the Plan is to be effected and the school year in which the Member requests the leave.
- c) Applications are to be processed in order of receipt by the Director of Education or designate.
- d) Written acceptance or denial of the Member's request with an explanation will be forwarded to the Teacher by April 1 in the school year the application is made.
- e) Approval of individual requests to participate in the Plan shall be at the sole discretion of the Board.

L16.08.5 Terms of Reference

- a) The Member shall return to the same position if it still exists, or a similar position if it does not, at the same level of responsibility and at the same school as that from which the Member took leave.

- b) On return from leave, the Member shall be placed on the salary grid in the same position as if they had not taken the leave.
- c) No Member's position on the Seniority List relative to other Members shall be changed due to the Member participating in this Plan.
- d) Sick leave credits will not accumulate during the time spent on leave.
- e) Pension Plan deductions are to be continued as provided by the Teachers' Pension Plan Act and according to the Policies of the Teachers' Pension Plan Board during all years that the Member is participating. Members are responsible for any further arrangement with the Teachers' Pension Plan Board.
- f) A Member may withdraw from the Plan any time prior to taking the leave of absence provided that the Member informs the Board on or before April 1 of the school year prior to the leave year. Upon withdrawal, any monies accumulated, plus interest owed will be repaid to the Member within sixty (60) calendar days of notification of the Member's desire to leave the Plan.
- g) In the event that a suitable replacement cannot be hired for a Member who has been granted a leave, the Board may defer the year of the leave provided that the Member is notified on or before April 1 of the school year prior to the leave year. In this instance, a Member may choose to remain in the Plan or may withdraw and receive any monies and interest accumulated to the date of withdrawal. In the latter case, repayment shall be made within sixty (60) calendar days of the date of withdrawal.
- h) Should deferral result in a leave of absence being taken past the last year of the Plan, any monies accumulated by the terminal date of the Plan will continue to accumulate interest until the leave of absence is granted.
- i) Should a Member die while participating in the Plan, any monies accumulated plus interest owed at the time of death will be paid to the Member's estate.
- j) All Members wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted. The form of contract shall be agreed to by the Board and the Bargaining Unit.

L16.08.6 Payment Formula

- a) During the term of the Plan, a participating Member will be paid grid salary and allowances as follows:

Salary and Allowances Paid During:

<u>Term</u>	<u>Teaching Period</u>	<u>Leave Period</u>
Three Years	66.667%	33.333% + interest*
Four Years	75.0%	25.0% + interest*
Five Years	80.0%	20.0% + interest*
Six Years	83.333%	16.667% + interest*

* Note: Interest will be earned on the portion withheld and will be paid annually.

- b) During the leave year, the deposits made in L16.08.6 a) above, plus any additional interest earned, shall be paid to the Bargaining Unit Member.
- c) The Leave of Absence shall be taken in the last year of the term selected, subject to L16.08.5 g) and L16.08.5 h).

L16.08.7 Bargaining Unit Members currently on the Teacher Funded Leave Plan shall be given the opportunity to switch to one of the other options, subject to Teachers' Pension Plan and income tax regulations and at the Member's initiation.

L16.09 A Member returning from an Extended Leave of Absence, Public Office Leave, or Teacher Funded Leave shall return to the same position at the same level of responsibility, if it still exists, or to an equivalent position if it does not. The school specific position will be held for a maximum of two (2) years.

L16.10 A Member on leave shall have equal consideration when the Member applies for a job posting.

**ARTICLE L17
UNION LEAVE**

L17.01 OSSTF NEGOTIATORS

The Board shall grant a special leave to no more than five (5) Members, who shall be designated by District 10, OSSTF as the Teachers' Negotiating Team. Such leave shall not exceed 100 days in total per year.

The District shall give notice of the names of the negotiators to the Director only, no later than one month following the serving of notice to negotiate.

L17.02 DISTRICT 10 OFFICERS

The Board shall grant, on a yearly basis, special leave for up to two (2) FTE teachers to conduct Federation business. OSSTF District 10 will notify the Board, no later than June 30, of the name(s) of the person(s) and the duration of the leave. The leave shall be continuous during the specified period. If the leave is for less than a full day, it shall be taken for the continuous part of a day during the specified period.

A Member designated for such leave shall be entitled to all rights, benefits and privileges under this Collective Agreement.

District 10, OSSTF shall pay the cost of the replacement teacher's salary and benefits. Such costs shall be the salary at the lowest cell [year 0, Category 1] in the grid.

L17.03 BARGAINING UNIT LEAVE (PROVINCIAL)

Leave of absence shall be granted to any Member elected to Provincial OSSTF Executive or hired by OSSTF. Duration of the leave is to be for two (2) years on the basis that it may be reviewed annually if the Member seeks re-election or is rehired.

The recipient of this leave shall be allowed full accumulation of seniority and sick leave credits.

Cost of salary and benefits is to be paid by Provincial OSSTF.

L17.04 BARGAINING UNIT LEAVE

A leave of absence shall be given for up to sixty (60) days for Branch/Executive Federation business as approved by the Bargaining Unit Executive. The cost of a supply teacher, if necessary, is to be charged to District 10, OSSTF.

L17.05 RETURN FROM LEAVE

A Member on District 10 or Provincial OSSTF leave upon completion of the leave, and provided the return is at the beginning of the school year, shall return to the same position at the same school at the same level of responsibility if it still exists or to an equivalent position if it does not. If during a Leave, the Member's Curriculum Leader term expires, the Member would be required to re-apply and be the successful applicant in order to maintain rights to that position.

L17.06 A Member on District 10 Officer or Provincial OSSTF leave shall have equal consideration when the Member applies for a job posting with the Lambton Kent District School Board.

ARTICLE L18
PREGNANCY/PARENTAL/ADOPTION LEAVE

L18.01 PREGNANCY/PARENTAL LEAVE

L18.01.1 A Member may request and the Board shall grant pregnancy/Parental Leave as provided for by the current *Employment Standards Act*.

L18.01.2 A Member may request and the Board shall grant an Extended Parental Leave provided:

- a) that such leave is applied for six (6) weeks prior to the projected date of commencement of the leave;
- b) the Board and the Union agree that a return date that coincides with the start of a school semester is beneficial to staff and students alike;
- c) notwithstanding L18.01.2 b) above, that for the purpose of this clause, the maximum leave shall be two (2) years;
- d) that the Member is required to stipulate the date on which the Member will resume duties on the "Request for Leave of Absence". Any change to this date must be mutually agreed to by the parties;
- e) Upon return to duty, the Member shall:
 - i) return to the same position at the same level of responsibility and at the same school as that from which leave was taken, if such position is available;
 - ii) return to a comparable position at the same level of responsibility at the same school if the Member's position no longer exists;
 - iii) retain all rights and benefits accrued to the commencement of the leave; and
 - iv) be placed on the salary schedule according to their years of teaching experience and certification.
 - v) will accrue seniority through the statutory period

L18.02 ADOPTION LEAVE

L18.02.1 A Member who wishes to adopt a child shall be granted a leave of absence as provided for by the *Employment Standards Act*.

L18.02.2 Extended Parental Leave as set out in Article L18.01 above shall include Extended Adoption Leave.

L18.03 BENEFITS DURING PREGNANCY/PARENTAL/ADOPTION LEAVE

Employees on Extended Parental Leave may continue their benefit plans beyond their Pregnancy/Parental Leave by paying 100% of the benefit costs on a monthly basis.

L18.04 A Member on Pregnancy/Parental/Adoption Leave, as provided for by the current *Employment Standards Act*, or on an Extended Parental Leave granted by the Board shall have equal consideration when the Member applies for a job posting.

**ARTICLE L19
NEW TEACHERS**

L19.01 Provincial legislation will apply to all new Members covered by this agreement.

**ARTICLE L20
SENIORITY**

L20.01 By February 15, 1998, the Board in consultation with the Bargaining Unit, developed a list of all Bargaining Unit Members employed by the Board as of January 1, 1998 in order of their acquired seniority. The seniority system will continue to be in effect on the date of ratification of this Agreement or such earlier date as the parties may agree.

L20.02 Seniority shall be the length of continuous service with the Lambton Kent District School Board or predecessor Board as a Bargaining Unit Member from the first day worked after being hired to the Secondary Panel. Any approved absence including layoff with recall rights shall not be considered an interruption of continuous service.

L20.03 A separate seniority list shall be established for Permanent Secondary Teachers.

L20.04 The list shall be rank ordered such that the most senior Bargaining Unit Member is at the top of the list and the most junior is at the bottom.

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L20.08 RIGHT OF APPEAL

Should an error be found by a Member, the Member will have twenty-five (25) working days to request corrections from a Human Resources Staff person. Failing resolution of the problem, an Appeal Committee consisting of the OSSTF Secondary Staffing Committee will decide the granting of requested corrections. The decision of the Appeal Committee shall be final and binding on all parties.

ARTICLE L21

REDUNDANCY, RECALL, SURPLUS, SCHOOL CLOSURE AND SUPERNUMERARY POOL

L21.01 DEFINITIONS

- a) A Staff Complement Vacancy is a complement position within the Board which exists or will exist for the ensuing school year and to which no Bargaining Unit Member has been assigned.
- b) A Voluntary Transfer, in accordance with L21.08 and L21.09 shall mean any staff change arrangement that fills a Staff Complement Vacancy.
- c) A Surplus Teacher is a Bargaining Unit Member who has been identified as being in excess of the staffing requirements of a particular school for the ensuing school year.
- d) A Redundant Teacher is a Bargaining Unit Member who has been identified by seniority as being in excess of the staffing requirements at the secondary level for the District for the ensuing school year.

L21.02 DECLARATION OF REDUNDANCY

On or before April 15 of each school year, the Board shall issue a confidential notice in writing to the Bargaining Unit as to whether the total number of Teachers employed exceeds the total number of Teachers required for the ensuing school year.

L21.03 Whenever the Board issues such a notice, and the total number of Teachers employed exceeds the total number required, the difference shall be the number of Teachers to be declared redundant.

L21.04 The redundant Members shall be identified in reverse order of seniority.

L21.05 Each Member declared redundant shall be given written notice by April 30 stating the effective date and the reasons. Such notice shall be given to the Member at least one school day in advance of any publication of the information.

L21.06 The positions held by the identified redundant Members shall be listed as vacancies.

L21.07 RECALL PROCEDURES

All redundant Members shall be placed on a Recall List and shall retain the following rights for a period of three (3) years with:

- a) the right to be recalled to a position on the basis of seniority provided the Member is qualified or becomes qualified before the date the Member is required to take the assignment, in order to meet program needs (program needs are identified by the Board and consist of specific teacher qualifications needed for the position); and
- b) the right to continue to participate in one or more of the benefit plans, provided the Member who is on the Recall List pays the total cost of such plans.

L21.07.1 A Member previously on full-time assignment who accepts recall into a part-time assignment shall retain the right of recall into full-time assignment.

L21.07.2 A Member who is reinstated from the Recall List shall retain the seniority as if there had been no interruption in service.

L21.07.3 Bargaining Unit Members who are eligible for recall shall file with the Board their most recent address and telephone number.

L21.07.4 When a position becomes available, the Board shall contact the Member being recalled and confirm in writing the position offered. If telephone and Board email contact fails, then the position will be offered by Registered Mail.

L21.07.5 If the Member offered a position fails to contact the Board with their acceptance of the rehiring within ten (10) calendar days from the date of contact, all rights will be forfeited and the Member will be removed from the Recall List.

L21.07.6 If a Member declines an offer of recall for which the Member is qualified, all recall rights are forfeited unless the Board approves of the reasons for non-acceptance.

L21.07.7 A Member accepting employment with another Board shall terminate employment with this Board and shall forfeit all recall rights.

L21.07.8 A Member who was on full-time assignment shall have the right to refuse a part-time position without losing the right of recall.

L21.07.9 Members who were on part-time assignment at the time they were identified as redundant shall be recalled to part-time assignments only, as long as there are Members who had full-time assignments with recall rights and greater seniority.

L21.07.10 Surplus Members are encouraged to apply to posted positions of interest; they shall be placed in seniority order to positions for which they qualify or for which they could become qualified.

L21.08.1 DECLARATION OF SURPLUS

Using the projected number of staff assigned to the school, the Principal will, on or before April 30:

- a) determine the staffing requirements for the school based on the program needs of the school for the next school year;
- b) identify by subject those positions which are vacant, including those created by redundancies;
- c) identify by subject those Members who are surplus to the staff requirements of the school, after redundancies and voluntary transfers have been considered.

L21.08.2 Prior to any Members being identified as surplus to a school, however, every effort shall be made to accommodate the Member in another subject in the same school if the Member:

- a) has the necessary qualifications according to Regulation 298; or
- b) has evidence of recent successful teaching in the subject (within the last 5 years);
or
- c) will have the necessary qualifications by the time the assignment takes effect.

L21.08.3 The Principal shall keep the Branch President informed throughout the surplus procedures and shall provide the Branch President with copies of:

- a) the complete school staff list;
- b) the program needs of the school for the next year;
- c) the staff list indicating subject allocation for each Member, or teacher opening, for the next school year;
- d) the list of teacher vacancies; and

- e) the names of Members who are surplus to the staffing requirements of the school.
- L21.09 Upon request, the Principal shall prepare a letter of recommendation for a redundant Member which may be used by the Member in securing another position.
- L21.10 Each Principal shall by April 30 submit to the Board a list, by subject, of Members who have been identified as redundant or considered surplus to the school, a list of vacant positions in the school, and a staff list indicating the Members' subject allocations for the next school year. The Bargaining Unit President shall be provided with a copy of these lists.
- L21.11.1 Members who have been identified as surplus shall have the opportunity of requesting a transfer to a suitable vacancy which has been created either by the redundancy identification or by normal attrition. This shall be done by the use of Preference forms used by Members to indicate their preferences.
- L21.11.2 Should this process of voluntary transfer not result in all surplus Members being placed, the Superintendent with the responsibility for staffing secondary schools shall, in consultation with Principals, place the remaining surplus Members in the most suitable teaching positions based upon qualifications, experience, and seniority.
- L21.12 If a position for which the surplus Member is qualified is not available, the surplus Member will be placed in the supernumerary pool and the most senior Member on the redundancy list with the qualifications will be offered the position.
- L21.13 **REDEPLOYMENT OF STAFF DUE TO SCHOOL CLOSURE**
- L21.13.1 The Board will advise OSSTF not later than March 1 that a secondary school(s) will be closed effective June 30 of that calendar year.
- L21.13.2 All vacant positions will be posted as per Article L23.
- L21.13.3 For this initial posting only, applications from teachers from the school(s) to be closed will be given preference over other applicants.
- L21.13.4 If two or more teachers from the school(s) to be closed apply for the same position(s) and are equally qualified, seniority criteria shall be applied as per Article L20.
- L21.13.5 Any position of Responsibility that is redundant as the result of a school closure or a school's population decline shall be red circled for the duration of that Member's contract as a Curriculum Leader.

L21.14 **SUPERNUMERARY POOL**

- a) If there are surplus Members for whom no position is available and/or Members on the Recall List, a permanent Supernumerary Pool of up to six (6) full-time Teachers (FTE) will be created for the next school year with placement in the pool determined in order of seniority. While occupying a position in the Supernumerary Pool, the Member(s) is (are) considered on notice of transfer and may be placed where needed in schools within the system.
- b) A surplus Member refusing a position in the permanent Supernumerary Pool shall be declared redundant and placed on the Recall List.
- c) When vacancies are filled from the pool, redundant Members shall be recalled to the pool in order of seniority, with the final date for recall and/or assignment as one of the six (6) Supernumerary Pool Members being October 31.
- d) Members in the Supernumerary Pool may be assigned duties that include the following or a combination of the following:
 - i) occasional teaching;
 - ii) other educational assignments appropriate to a qualified Teacher.
- e) Members in the Supernumerary Pool will receive full salary and insured benefits.
- f) A Member in the Supernumerary Pool who is assigned on a regular basis to teach in more than one school on the same day shall receive a mileage allowance reflecting the mileage traveled between each school for each day the Member is assigned to teach in both schools.
- g) If other options above are unavailable, the teacher shall be offered an interview for a position in the elementary panel for which the Member is qualified, providing that such a position exists, and providing that surplus qualified elementary teachers have been given preference in filling positions.

For the surplus procedures described above, a teacher who accepts a position in the elementary panel shall continue to accrue seniority in the secondary bargaining unit and shall return to the secondary panel for the subsequent school year.

If a position becomes available in the secondary panel during the secondment to the elementary panel, the teacher may accept the position, but will move only at the start of the school year or at the second semester.

ARTICLE L22 TRANSFERS

- L22.01 Any Bargaining Unit Member requesting or proposing a transfer shall do so in writing through the principal's office, or the office of the designated Superintendent of Schools.

The above does not give preference over other applicants to a posting nor does it preclude the Bargaining Unit Member from applying for a transfer to be considered for a posting to which they subsequently apply.

When vacant positions occur, they will be posted in accordance with Article L23.

- L22.02 Applications for transfer may be made at any time during the year. To be considered during the Spring staffing process, members must submit the transfer request by March 31. By May 7, the Board will post a list of all vacant positions in schools. The Superintendent responsible for staffing will match the vacancies and transfer requests. Explanation for placement will be provided upon request. The past practice of not interviewing will continue. A list of all applicants will be forwarded to the Bargaining Unit President.

- L22.03 The Board will not transfer from one municipality to another unless for reasons of surplus, redundancy, personal request, or mutual agreement.

- L22.04 All vacancies for September 1 will be filled in accordance with Articles L21 and L23 (Posting).

ARTICLE L23 POSTINGS

- L23.01 All vacant positions within the District shall be posted on the Lambton Kent District School Board website for five (5) working days for the exclusive access of Permanent Secondary Teachers. Postings shall be school specific and shall include all known details of the vacant timetable.

L23.01.1 Every Member shall be notified of each posting through the Board email.

L23.01.2 If there are no qualified applicants from current Permanent Secondary Teachers to a posted vacancy, then such vacancy will be advertised for access by:

Occasional, Summer School, Night School and Continuing Education Teachers, and external applicants.

ARTICLE L24
TERMINATION OF EMPLOYMENT AND SEVERANCE PAY

L24.01 TERMINATION OF EMPLOYMENT

L24.01.1 Employment of a Member could be terminated in the following instances:

- a) by mutual agreement of the parties;
- b) by the Member with two (2) weeks written notice;
- c) by the Board for just cause;
- d) by the Board, for reasons of redundancy in accordance with the Collective Agreement.

L24.02 SEVERANCE PAY

- a) A Member who is declared redundant and is still redundant after June 15 shall be entitled to severance pay:
 - i) as an option in lieu of assignment to the Supernumerary Pool;
 - ii) as an option, if the positions available in the Supernumerary Pool have been filled.
- b) The amount of severance pay shall be calculated on the basis of annual salary at the time of redundancy as follows:

Continuous Experience with the Board	Severance Pay
1 year	0%
2 years	10%
3 years	15%

and 5% for each additional year to maximum of 50%.

- c) The actual payment of severance pay will take place as soon as possible after the Member has made an option according to L24.02 a) i) above.
- d) A Member who opts for severance pay loses all other rights under this Agreement. The employment relationship with the Board will be considered

terminated at the end of the school year or the date the request for severance pay is approved by the Board, whichever is later.

ARTICLE L25 STAFFING

L25.01 For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

L25.02 E-LEARNING

L25.02.1 No E-Learning credit course shall exceed 35 students

L25.02.2 Any teacher whose assignment includes E-Learning will have their number of pupil-teacher contacts (as per 25.03) adjusted to the portion of the teacher's assignment that is not E-Learning.

L25.02.3 For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-Learning class size regulations or 30 in the absence of such regulations.

L25.03 As the basis for timetabling, the following class size maximums shall be applied. (Please see Central Letter of Agreement #3 (iii) and Memorandum of Understanding #7).

Class	Class Size Maximum
University	30
University / College	26
College	24
Open	24
Co-op / Limited Facility / Hard Shop	18
Academic	25
Applied	22
Essential / Learning Strategies	14
Workplace	17
ABLE	13
ALLP	10
ALLP/MF	8
MF	6
All others	According to Regulations or Negotiation

- L25.04 The class size maximums for multi-level or multi-grade classes shall be the lower or lowest of the numbers listed in L25.03 for the classes which are involved in the combination.
- L25.05 Class size maximums may be exceeded by two (2) for each class.
- L25.06 Each Teacher's pupil-teacher contacts shall not exceed the total of the maximums of the courses taught by that Teacher as identified in L25.03.
- L25.07 Class sizes shall be determined for the purpose of this Article on the 10th working day of each semester.

ARTICLE L26 WORKING CONDITIONS

- L26.01 All full-time classroom teachers, including Special Education (including ALLP, MF, and ABLE) who deliver credits, will be assigned timetabled duties consisting of six (6) credit/credit equivalent courses. Teachers will also be assigned supervision/on-call duties as outlined in L26.06.
- L26.02 Notwithstanding Article L26.01, full-time Library, Guidance, Co-op, and Special Education Teachers may be fully assigned to their areas. Teachers assigned in this manner shall be given a workload equal to that of a classroom teacher.
- L26.03 A 1.0 FTE teacher with a mixed timetable of classroom and non-classroom teaching workload may be assigned to a maximum teacher workload proportional to the fraction of their classroom and non-classroom assignments.
- L26.04 Part-time teacher workload shall be pro-rated to that of the teachers defined in Article L26.01, L26.02, and L26.03.
- L26.05 In a semestered school, no full-time classroom teachers will be assigned more than the equivalent of three (3) classes per semester (or equivalent for a non-semestered school) except by the mutual agreement of the teacher affected, the Principal, and the Union.
- L26.06 In a semestered school, no full-time classroom teachers will be assigned supervision/on-call duties beyond a maximum of 25 x 1/2 periods (937.5 minutes), per semester (or equivalent for a non-semestered school), except by the mutual agreement of the teacher affected, the Principal, and the Union.
- L26.07 No teacher shall be allocated assigned time over a continuous interval exceeding 150 minutes excluding travel times between periods and/or breaks except by the mutual agreement of the teacher affected, the Principal, and the Union.

- L26.08 Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties. This lunch break shall begin no sooner than 45 minutes prior to the regularly scheduled lunch period and shall end no later than 45 minutes after the end of the regularly scheduled lunch period.
- L26.09 All supervision/on-call duties shall be equitably timetabled and performed inside the instructional day. Any scheduling of these duties outside of the instructional day must be with the mutual consent of the teacher affected, the Principal and the Union.
- L26.10 Within the supervision/on-call duties minutes available, on-calls shall not exceed five (5) x 1/2 periods (187 minutes) per semester.
- L26.11 Except in the case of a teacher emergency, teachers shall be notified of any on-call duty before the end of the final period of the previous day.
- L26.12 Teachers shall not be assigned supervision duties in smoking areas.
- L26.13 Teachers shall not be assigned duties normally performed by management, or by other bargaining units.
- L26.14 Teachers shall not be assigned more than one supervision/on-call in a day.
- L26.15 Unassigned time shall be available daily to each teacher for preparation and marking.
- L26.16 Teachers shall not be mandated to work any days preceding (or following) the official start (end) of the school year.
- L26.17 The length of the school year shall be the minimum required under the *Education Act*.
- L26.18 Any workload assignments that are not specified in this Article shall be developed in accordance with the mutual consent of the teacher affected, the Principal, the Board, and the Union, to assure compliance with the Collective Agreement, the Education Act and Regulations.
- L26.19 Teacher workload issues shall be referred to the Secondary Staffing Committee.

ARTICLE L27
SECONDARY STAFFING COMMITTEE

- L27.01 The Secondary Staffing Committee shall consist of two (2) superintendents, or designates, representing the Board and the President and Chief Negotiator, or designates, representing the Union.
- L27.02 The Secondary Staffing Committee shall provide input to Senior Administration on the following matters;
- a) procedures for secondary staffing;
 - b) the development of the strategy to expand secondary programming;
 - c) the allocation of any additional staffing during the term of this agreement provided by the Ministry of Education.
- L27.03.1 The Board shall forward to the Secondary Staffing Committee no later than ten (10) working days after the start of each semester the following information by school: all teachers' timetables; all class sizes; each school's pupil/teacher ratio; each school's average class size; a copy of the school's duty schedule including minutes scheduled; all Positions of Added Responsibility assignments; and any other information determined by the Secondary Staffing Committee.
- L27.03.2 Senior Administration will provide the Secondary Staffing Committee with input on the following matters no later than April 20 each year.
- a) projected F.T.E. Enrolment for the following school year in accordance with relevant Ministry of Education and Training grant calculation guidelines and Average Daily Enrolment calculation dates and Board projected enrolment data;
 - b) total Complement of Teachers to be assigned to the secondary panel for the following school year according to the staffing formula in Article L25.01 and Statutes and/or Regulations;
 - c) allocation of OSSTF Teachers to each Secondary School and other work sites, subject to the Agreement and recognizing the unique needs of individual schools, such that the total staff allocated, equals the total number generated;
 - d) surplus and redundancy procedures and school closures;
- L27.04 The Secondary Staffing Committee shall meet as soon as is mutually convenient but no later than fifteen (15) working days after the start of each semester to review the work assignments of all Members.

L27.05 Teacher workload issues shall be addressed by the Secondary Staffing Committee.

ARTICLE L28 HEALTH AND SAFETY

L28.01 The Parties agree to implement the Guidelines for the Structure and Function of the Joint Workplace Health and Safety Committee as agreed between the Lambton Kent District School Board and the Members of OSSTF, as revised June 1, 1998 or as amended by the Parties. Dispute resolution will be in accordance with Article L10.6 of the Guidelines.

L28.02 The Board shall ensure that all Workers' Representatives and Health and Safety Committee Members are provided with information pertaining to their health and safety of which the Employer has knowledge.

L28.03 The Board acknowledges the right of the employee representatives to participate in the Joint Health and Safety Committee. Worker Representatives will have input into the development of Board Policies and Procedures related to health and safety concerns.

L28.04 The employees have the right to refuse unsafe work according to the current Occupational Health and Safety legislation.

ARTICLE L29 GRIEVANCE PROCEDURE

L29.01 DEFINITIONS

a) A “grievance” shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement and any other legislation pertaining to the workplace, including any question as to whether a matter is arbitrable.

b) A “party” shall be defined as:

i) the Bargaining Unit;

ii) the Board.

c) “Day” shall mean regular work days unless otherwise indicated.

L29.02 A Member shall have the right to have present a representative from OSSTF to assist the Member at any stage in this grievance and arbitration procedure.

L29.03 COMPLAINT STAGE

A Member, with the concurrence of the Bargaining Unit, may initiate a complaint within fifteen (15) days of the Member becoming aware of the circumstances giving rise to the complaint. The complaint would be made initially to the immediate supervisor (the Principal in the case of all Teachers) who shall answer the complaint in writing within five (5) days after receipt of the complaint.

L29.04 GRIEVANCE PROCEDURE - INDIVIDUAL

In the case of a grievance by the Bargaining Unit on behalf of one of its Members, the following steps may be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

STEP 1

If the reply of the immediate supervisor of the grievor at the Complaint Stage is not acceptable to the Bargaining Unit, within ten (10) days the Bargaining Unit may initiate a written grievance with the Director or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The grievance shall contain:

- a) a description of how the alleged dispute is in violation of the Agreement; and
- b) the clauses in the Collective Agreement alleged to be violated; and
- c) the relief sought; and
- d) the signature of the duly authorized official of the Bargaining Unit.

STEP 2

If the reply of the Director or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within ten (10) days to the Chairperson of the Board who shall convene a meeting of the Members of the Board within ten (10) working days of receipt of the written notice referred to above for the purpose of reviewing the grievance or shall respond in writing within ten (10) days.

The Bargaining Unit may be accompanied at the meeting and have the grievance presented by an OSSTF Member of the Bargaining Unit's choice. The Board meeting shall be held in camera. The Board shall give its decision within five (5) days of the day of the meeting.

STEP 3

If the reply of the Board is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of the receipt of the reply.

L29.05 GRIEVANCE PROCEDURE - PARTY

In the case of all other grievances by a party, (including those on behalf of a group of Members, an individual Member, a retired Member or a deceased Member), the party making the grievance may take the following steps in sequence to resolve the matter.

STEP 1

The party making the grievance may make a written grievance to the Director of Education or designate, or President of the Bargaining Unit or designate, as the case may be, who shall answer the grievance in writing within ten (10) days.

The grievance shall contain:

- a) a description of how the alleged dispute is in violation of the Agreement; and
- b) the clauses in the Collective Agreement alleged to be violated; and
- c) the relief sought; and
- d) the signature of the duly authorized official of the party making the grievance.

STEP 2

If the reply of the Director or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within ten (10) days to the Chairperson of the Board who shall convene a meeting of the Members of the Board within ten (10) working days of receipt of the written notice referred to above for the purpose of reviewing the grievance or shall respond in writing within ten (10) days.

The Bargaining Unit may be accompanied at the meeting and have the grievance presented by an OSSTF Member of the Bargaining Unit's choice. The Board meeting shall be held in camera. The Board shall give its decision within five (5) days of the day of the meeting.

STEP 3

If the reply of the President of the Bargaining Unit or the Board, as the case may be, is not acceptable to the party making the grievance, that party may then apply for arbitration within twenty (20) days of the receipt of the reply.

L29.06 GRIEVANCE MEDIATION

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

Upon settlement of the grievance prior to arbitration, a Memorandum of Settlement must be drafted and signed.

L29.07 ARBITRATION

- a) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The Bargaining Unit and the Board agree that a Single Arbitrator be appointed. The recipient of the notice shall, within five (5) days, meet with the other party to determine a single arbitrator. Failure of the parties to agree on a single arbitrator will result in a default to an arbitration panel which will be composed as follows:
- b) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of its appointee to the Arbitration Board. Where two appointees are so selected an arbitration panel is selected, and they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

L29.08 The single Arbitrator or Board of Arbitration shall have the power to amend the grievance, relieve against timelines, modify penalties, including discharge and disciplinary penalties, and take whatever action or make whatever decision it considers just and equitable in the circumstances. The decision of the Arbitrator or Board of Arbitration shall be binding on both Parties.

L29.09 COST OF ARBITRATION

The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the parties.

L29.10 Time restrictions may be extended if mutually agreed in writing.

L29.11 There shall be no reprisals of any kind taken against any Member because of participation in the grievance or arbitration procedure under this Agreement.

**ARTICLE L30
PART-TIME TEACHERS**

L30.01 A part-time teacher is a teacher who chooses to have a reduced workload or who is hired into a partial workload assignment.

L30.02 The Board may hire teachers on a part-time basis.

L30.03 The part-time assignment will be specified at the time of hiring or placement and will include the percentage of a full-time assignment.

L30.04 The seniority for part-time Teachers shall be calculated as though they were full-time.

L30.05 For a part-time teacher, salary, eligible program duties, sick leave credits and any other entitlements and/or requirements including supervision duties that are not specified in other provisions of this agreement, shall be prorated in the ratio that the teacher's assignment bears to a full-time assignment of six (6) classes. Such prorating shall be administered in accordance with the following chart:

Assignment	FTE Status
1 section	0.167
2 sections	0.333
3 sections	0.5
4 sections	0.666
5 sections	0.833
6 sections	1

L30.06 All classroom teachers, including those who have assignments in non-credit areas instead of classroom assignments, or in combination with classroom assignments, shall be subject to these provisions. An assignment for one (1) seventy-five (75) minute period shall count as equivalent to one section.

L30.07 The provisions in this Article do not apply to full-time Members who:

- a) retire during the school year;
- b) take leave under Article L14 Sick Leave;
- c) take leave under Article L18 Pregnancy/Parental/Adoption Leave.

ARTICLE L31 CERTIFIED TEACHERS

L31.01 Where the *Education Act* permits Boards to employ persons without teaching certificates to provide services previously required to be provided by certified Teachers, the Board agrees to continue to employ certified Teachers to provide such services, subject to any other applicable provision of this Collective Agreement.

ARTICLE L32 ACTING ADMINISTRATIVE POSITIONS

L32.01 Effective September 1, 2014, in the case of an emergency only, a Member may substitute for an absent Vice Principal or Principal for a period of one (1) day or less. The Teacher In Charge shall be paid an allowance of:

\$53.13 per day, effective September 1, 2019;
\$53.66 per day, effective September 1, 2020;
\$54.20 per day, effective September 1, 2021

in addition to the Member's regular salary and allowances.

L32.02 The Member shall continue to be subject to all terms and conditions of this Collective Agreement.

L32.03 The replacement of an absent Vice-Principal or Principal by a Member of the Bargaining Unit shall not result in any on-calls or other additional duties for any OSSTF Member.

L32.04 No Member shall be asked to perform duties which involve the evaluation or discipline of another Member while acting as Teacher In Charge.

ARTICLE L33 CONTINUING AND ADULT EDUCATION AND SUMMER/NIGHT SCHOOL

L33.01 Continuing and Adult Education Teachers and Summer/Night School Teachers are hired term specific and must be certified teachers. The Board and the Member

mutually agree to the termination of the employment at the end of the specific term.

- L33.02 The Board will make every reasonable effort to use Members on the Recall List for Night School, Summer School, Continuing and/or Adult Education teaching provided they possess the qualifications.
- L33.03 The Board agrees to deduct through payroll deductions such dues, fees, and levies as stipulated under the Constitution and By-laws of the Bargaining Unit. The Bargaining Unit agrees to indemnify and save harmless the Board for any and all of the consequences of making and paying deductions to the Bargaining Unit in accordance with Article L6.
- L33.04 The Rates of pay are effective as follows, including vacation pay and statutory holiday pay to which Continuing Education teachers are entitled under appropriate legislation.

	Sep 1/19	Sep 1/20	Sep 1/21
Credit Granting	50.53/hour	51.04/hour	51.55/hour
Support for Credit Granting	38.63/hour	39.02 /hour	39.41/hour
Funding Based Special Projects	Funding Based		
Home Instruction (maximum of 6 hours per week)	32.98/hour	33.31/hour	33.64/hour
Markers - Category 1 (Grade 11 - Workplace) (Grades 9/10 - Academic, Applied, Essential, Open)	8.68/Per lesson/per student	8.77/Per lesson/per student	8.86/Per lesson/per student
Markers - Category 2 (Grade 12 - Workplace) (Grade 11/12 - College, College/University, Open)	10.09/Per lesson/per student	10.19/Per lesson/per student	10.29/Per lesson/per student
Markers - Category 3 (Grades 11/12 - University)	10.83/Per lesson/per student	10.94/Per lesson/per student	11.05/Per lesson/per student

Adult Day School - Credit Support

September 1, 2019

Yrs Exp	Cat. 1	Cat. 2	Cat. 3	Cat. 4
0	36.64	38.76	41.29	43.59
1	39.19	41.48	44.19	46.73
2	41.73	44.20	47.08	49.86
3	44.27	46.92	49.98	53.00
4	46.81	49.64	52.87	56.14
5	49.36	52.36	55.77	59.27
6	51.90	55.08	58.67	62.41
7	54.44	57.80	61.57	65.55
8	56.98	60.52	64.47	68.68
9	59.53	63.24	67.36	71.81
10	62.07	65.95	70.26	74.95
11	62.07	65.95	73.15	78.08

September 1, 2020

Yrs Exp	Cat. 1	Cat. 2	Cat. 3	Cat. 4
0	37.01	39.15	41.70	44.03
1	39.58	41.89	44.63	47.20
2	42.15	44.64	47.55	50.36
3	44.71	47.39	50.48	53.53
4	47.28	50.14	53.40	56.70
5	49.85	52.88	56.33	59.86
6	52.42	55.63	59.26	63.03
7	54.98	58.38	62.19	66.21
8	57.55	61.13	65.11	69.37
9	60.13	63.87	68.03	72.53
10	62.69	66.61	70.96	75.70
11	62.69	66.61	73.88	78.86

September 1, 2021

Yrs Exp	Cat. 1	Cat. 2	Cat. 3	Cat. 4
0	37.38	39.54	42.12	44.47
1	39.98	42.31	45.08	47.67
2	42.57	45.09	48.03	50.86
3	45.16	47.86	50.98	54.07
4	47.75	50.64	53.93	57.27
5	50.35	53.41	56.89	60.46
6	52.94	56.19	59.85	63.66
7	55.53	58.96	62.81	66.87
8	58.13	61.74	65.76	70.06
9	60.73	64.51	68.71	73.26
10	63.32	67.28	71.67	76.46
11	63.32	67.28	74.62	79.65

Adult Day School - Credit Granting

September 1, 2019

Yrs Exp	Cat. 1	Cat. 2	Cat. 3	Cat. 4
0	40.71	43.07	45.87	48.44
1	43.54	46.10	49.10	51.92
2	46.37	49.12	52.31	55.41
3	49.19	52.14	55.53	58.89
4	52.02	55.16	58.75	62.38
5	54.84	58.18	61.96	65.86
6	57.67	61.20	65.19	69.35
7	60.49	64.22	68.41	72.83
8	63.32	67.24	71.63	76.31
9	66.14	70.26	74.84	79.79
10	68.97	73.29	78.06	83.28
11	68.97	73.29	81.28	86.76

September 1, 2020

Yrs Exp	Cat. 1	Cat. 2	Cat. 3	Cat. 4
0	41.12	43.50	46.33	48.92
1	43.98	46.56	49.59	52.44
2	46.83	49.61	52.83	55.96
3	49.68	52.66	56.09	59.48
4	52.54	55.71	59.34	63.00
5	55.39	58.76	62.58	66.52
6	58.25	61.81	65.84	70.04
7	61.09	64.86	69.09	73.56
8	63.95	67.91	72.35	77.07
9	66.80	70.96	75.59	80.59
10	69.66	74.02	78.84	84.11
11	69.66	74.02	82.09	87.63

September 1, 2021

Yrs Exp	Cat. 1	Cat. 2	Cat. 3	Cat. 4
0	41.53	43.94	46.79	49.41
1	44.42	47.03	50.09	52.96
2	47.30	50.11	53.36	56.52
3	50.18	53.19	56.65	60.07
4	53.07	56.27	59.93	63.63
5	55.94	59.35	63.21	67.19
6	58.83	62.43	66.50	70.74
7	61.70	65.51	69.78	74.30
8	64.59	68.59	73.07	77.84
9	67.47	71.67	76.35	81.40
10	70.36	74.76	79.63	84.95
11	70.36	74.76	82.91	88.51

- L33.04.1 Markers must be Certified Teachers.
- L33.04.2 Markers shall receive Teacher Pension Plan Service Credit if applicable.
- L33.04.3 Members who are hired in a consulting/coordinating capacity shall receive an allowance as specified in Article L11.01.2.
- L33.05 Bargaining Unit Members teaching in the Continuing Education program who, prior to September 1, 1998, received salary, benefits, seniority, sick leave credit and gratuity, and all other applicable provisions of the predecessor collective agreements, shall retain these as conditions of employment.
- L33.06 If allowed by the Carrier, Continuing Education Members shall be able to participate in the benefits package at their own expense.

ARTICLE L34
PROFESSIONAL DEVELOPMENT/ACTIVITY DAYS

- L34.01 The Board and the Federation agree to work jointly on Professional Development projects, apart from regularly scheduled Professional Activity Days as defined in the Regulations which are the responsibility of the Board.

ARTICLE L35
EVALUATION

- L35.01 Performance appraisal is an evaluation process for the purpose of administrative decision-making. Evaluations shall be performed by a supervisory officer of the Board/Ministry and/or Principal and Vice-Principal only.
- L35.02 A copy of the performance and evaluation criteria will be available in every school and will be supplied to any teacher on request. A copy of the performance and evaluation criteria will be forwarded to the District Office by the end of September of each year.
- L35.03 No Member of the Bargaining Unit will be involved in the performance appraisal of other Bargaining Unit Members.
- L35.04 The Board will include OSSTF representation on any committee developing or modifying Teacher Performance Appraisal policies and procedures.
- L35.05 The Union shall be informed in writing within five (5) working days of a Member receiving an "Unsatisfactory" evaluation.

**ARTICLE L36
PROFESSIONAL FEES**

- L36.01 The Board agrees to comply with Regulations concerning the Ontario College of Teachers by deducting the annual fee of the Ontario College of Teachers from each Member's salary in the prescribed manner.

**ARTICLE L37
POSITIONS OF ADDED RESPONSIBILITY**

L37.01 CURRICULUM LEADER STRUCTURE

- L37.01.1 Each secondary school where Members of the Teacher Bargaining Unit are employed shall be organized into Curriculum Departments subject to the criteria set out in Article L37.01.2 and L37.01.3.

- L37.01.2 Every section offered in each secondary school shall be incorporated into a Department.

L37.01.3

- a) In each school that has an FTE of 650 or more, the following eleven (11) Departments shall be maintained:
- **Canadian and World Studies** (Geography, History, Civics, Economics, Law, Politics, Native Studies)
 - **English / Arts** (Dramatic Arts, Media Studies)
 - **Guidance** (Student Services, Career Studies, Designing Your Future, Leadership and Peer Support) / **Co-op / Library**
 - **Health and Physical Education / Arts** (Dance)
 - **Languages** (Classical and International, French, Native)
 - **Math / Business**
 - **Resource / Special Education / Guidance** (Learning Strategies)
 - **Science**
 - **Social Sciences and Humanities** (Family Studies, General Social Science, Philosophy, World Religions) / **Arts** (Music, Visual Arts, Media Arts)

- **Technology**

- **Computers**

b) In each school that has an FTE of fewer than 650, except for AMSS, the following eight (8) Departments shall be maintained:

- **Canadian and World Studies** (Geography, History, Civics, Economics, Law, Politics, Native Studies) / **Social Sciences and Humanities** (Family Studies, General Social Science, Philosophy, World Religions) / **Arts** (Music, Visual Arts, Media Arts)
- **English / Arts** (Dramatic Arts, Media Studies) / **Languages** (Classical and International, French, Native)
- **Guidance** (Student Services, Career Studies, Designing Your Future, Leadership and Peer Support, Learning Strategies) / **Co-op / Library / Resource / Special Education**
- **Health and Physical Education / Arts** (Dance)
- **Math / Business**
- **Science**
- **Technology**
- **Computers**

c) At AMSS, the following eight (8) Departments shall be maintained:

- **Academic - Mathematics/Science/Business**
- **Academic - English/Languages/Library**
- **Academic - Arts/Canadian and World Studies/Native Languages/Social Science and Humanities**
- **Technology - Construction, Manufacturing, Transportation, Construction-Horticulture, Hospitality and Tourism, Communications, Health and Personal Services, Hairstyling and Aesthetics**
- **Health and Physical Education**

- **Resource / Special Education**

- **Guidance** (Student Services, Career Studies, Designing Your Future, Leadership and Peer Support) / **Co-op**

- **Computers**

L37.01.4 The Department placement of any section not listed in L37.01.3 shall be determined by the Superintendent of Education - Human Resources.

L37.01.5 There shall be a Curriculum Leader for each Department as established in accordance with Article L37.01.3.

L37.01.6.1 At all schools, except for AMSS, a Curriculum Leader shall hold Specialist or Honour Specialist qualifications in one or more of the subjects taught in the Department for which the teacher is appointed except for those Curriculum Leaders responsible for computers.

L37.01.6.2 At AMSS, a Curriculum Leader shall hold Specialist or Honour Specialist qualifications in one or more of the subjects taught in the Department for which the teacher is appointed or shall hold Special Education Specialist qualifications.

L37.01.7 No Curriculum Leader shall be responsible for more than one Department.

L37.02 **CURRICULUM LEADER DUTIES**

L37.02.1 Curriculum Leaders (except those responsible for Computers) shall:

- a) be responsible for curriculum implementation, including literacy, numeracy, and other Ministry curriculum initiatives;
- b) make recommendations to the Principal regarding assignments and timetable allotments of the teaching staff and, where appropriate, support staff;
- c) assist Members of the Department as needed;
- d) report to the Principal deficiencies in the equipment or facilities used by the Department;
- e) make recommendations to the Principal regarding budget requirements.

L37.02.2 Computer Curriculum Leaders shall:

- a) offer advice to the Principal and Curriculum Leaders on the integration of computer technology in the school;

- b) consult with the Board Information Technology Department regarding the Board's information technology policy;
- c) consult with the Principal regarding the school's information technology policy;
- d) assist the Principal and Board Information Technology Department in the completion of surveys and reports;
- e) assist the Principal and Board Information Technology Department in the maintenance of inventory, including on-site licences.

L37.02.3 Curriculum Leaders shall NOT:

- a) perform any aspect of a performance evaluation on another Member, including being part of a job interview team;
- b) require that a Member perform any activity that is the duty/responsibility of the Curriculum Leader. Any dispute that arises in this regard shall be resolved by the President of OSSTF District 10, or designate, and the Superintendent of Education - Human Resources. Their decision, if unanimous, shall be final. If they disagree, the matter shall be resolved through the Grievance Procedure. Members are required to fulfill their responsibilities as defined by the Education Act and may volunteer for organizational contributions;
- c) be required to be responsible for any fund-raising activities;
- d) be required to be responsible for co-instructional activities.

L37.03 CURRICULUM LEADER REMUNERATION

L37.03.1 A Curriculum Leader allowance shall be paid for the school year as follows:

Major Leader (more than 24 sections)
Minor Leader (maximum 24 sections)

Curriculum Leader remuneration shall be in accordance with Article L11.03.

L37.03.2 Remuneration, as outlined in Article L11.03, for each year shall be based on the number of sections in the Department as of the previous year's June 15th timetable projections.

L37.03.3 Should there be any changes to legislation and/or Regulation that would increase the number of Curriculum Leader positions and/or remuneration of these positions,

the Parties agree to meet forthwith to negotiate the changes to this Article and any other related Articles of this Collective Agreement.

L37.04 LENGTH OF TERM

L37.04.1 Curriculum Leader Positions shall be for a term of three (3) years with incumbents having the right to reapply.

L37.05 ACTING CURRICULUM LEADER POSITIONS

L37.05.1 Acting Curriculum Leader positions shall be posted internally to the schools for positions which become vacant for a period of greater than twenty (20) days but less than one (1) year or for positions for which no candidates qualified under Article L37.01.6.1 and L37.01.6.2 have applied. All Acting Curriculum Leader positions shall be for no more than one (1) year, and the positions must be re-posted for the following September as per Article L23 of the Collective Agreement.

L37.05.2 The allowance of a teacher in an Acting Curriculum Leader position shall be in accordance with Article L11.03.

L37.06 POSTINGS

L37.06.1 All vacant Curriculum Leader positions within the District, including Acting positions, shall be posted as per Article L23 of the Collective Agreement.

L37.07 PROFESSIONAL DEVELOPMENT

L37.07.1 The Board agrees to offer ongoing in-service training for Curriculum Leaders during school time.

L37.07.2 An Occasional Teacher will be hired, if needed, to cover the absence of any Curriculum Leader attending subject-based meetings or receiving training from the Board.

**ARTICLE L38
CRIMINAL BACKGROUND CHECK**

L38.01 The Board shall not release or report to the Ontario College of Teachers information obtained pursuant to Regulation 521/2001 of the *Education Act*, or any other regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligation.

**ARTICLE L39
OCCASIONAL TEACHERS**

L39.01 DEFINITIONS

- L39.01.1 For the purpose of placement on the salary grid, Long-Term Occasional Teacher is an Occasional Teacher hired to replace an absent Teacher for a period of ten (10) days or more.
- L39.01.2 Short-Term Occasional Teacher is an Occasional Teacher who is hired to replace an absent Teacher for a period of fewer than ten (10) working days.
- L39.01.3 Teacher means a Secondary Teacher as defined in Article L3.01.1.
- L39.01.4 Qualified Occasional Teacher means an Occasional Teacher who holds an Ontario Teacher's Certificate (O.T.C.) or who is deemed to be qualified by either the Ministry of Education or the Ontario College of Teachers.
- L39.01.5 Subject to Human Resources and Skills Development Canada rules, the daily hours of work for a full day assignment for EI reporting purposes only, shall be recognized as eight (8).

L39.02 UNION RIGHTS

- L39.02.1 Article L5.01 - L5.13 and L5.15 apply.
- L39.02.2 Occasional Teachers may be asked to perform medical and/or physical procedure(s), for which they have been properly trained, for students according to current Board Policy. The Board shall not require any Occasional Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety of the pupil or subject the Occasional Teacher to the risk of injury or liability for negligence.
- L39.02.3 The Board shall provide the Bargaining Unit with a monthly update indicating the number of days worked by, and the amount of OSSTF dues deducted from, each Member during the school year.

L39.03 UNION DUES CHECK-OFF

- L39.03.1 Article L6.01-L6.03 and L6.05 apply.

L39.04 OCCASIONAL TEACHERS

L39.04.1 An Occasional Teacher may be a Member of more than one Teachers' Bargaining Unit.

L39.04.2 Part-time Teachers who are accepted by the Board for additional employment as Occasional Teachers shall be covered by this Article in respect of such occasional teaching employment.

L39.05 OCCASIONAL TEACHERS' ROSTER

L39.05.1 The Board agrees to provide the Bargaining Unit, within fifteen (15) working days after the start of each semester, a listing showing the name, address, and telephone number of each Occasional Teacher on the Occasional Teacher Roster.

L39.05.1.1 The Occasional Teacher Roster is one (1) list which includes all Occasional Teachers regardless of place of residence or work location(s). The onus is on the Occasional Teacher to provide the Board, in writing, any changes of name, address, or telephone number.

L39.05.2 Notwithstanding L39.05.1, in order to meet program needs and/or recruit teachers who have qualifications in an area where a teacher shortage exists or is anticipated to exist in the near future, additions to the Occasional Teachers' Roster may occur, subject to consultation between the Board and the Union.

L39.05.3 The Board shall notify the Bargaining Unit, within ten (10) working days, of each addition to and elimination from the Occasional Teachers' Roster that occurs subsequent to distributing the Roster each semester.

L39.05.4 Occasional Teachers will indicate the school(s) in which they are available to work.

L39.05.5 An electronic copy of the Occasional Teacher Roster shall be available on the Board portal.

L39.05.6 Occasional Teachers on the Roster at the end of each school year must complete an electronic form provided by the Board and return said form to the Board prior to May 31 of each year, confirming their availability and willingness to teach on an occasional basis for the next school year. Failure to confirm shall constitute grounds for automatic removal from the Occasional Teacher Roster.

L39.05.7 An Occasional Teacher will be removed from the Occasional Teachers' Roster if they have not taught at least one (1) day in the secondary panel during the school year, unless the Member has been granted a leave of absence or has not been given reasonable opportunity to work.

L39.06 RATES OF PAY

L39.06.1 All rates of pay set out in Article L39.07 include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.

L39.06.2 A Short-Term Occasional Teacher shall be paid to replace an absent Teacher at the daily rate of 1/194 of category 1 year 0 of Article L11.01.1 of the Agreement.

September 1, 2019	\$244.28
September 1, 2020	\$246.73
September 1, 2021	\$249.20

L39.06.3 If the complete assignment is for two (2) classes, the Occasional Teacher shall be paid two-thirds (2/3) of the daily rate. If the assignment is for one (1) class, the Occasional Teacher shall be paid one-half (1/2) of the daily rate.

L39.06.4 Uncertified Occasional Teachers shall be paid eighty percent (80%) of the rate of an Occasional Teacher.

L39.06.5 A Long-Term Occasional Teacher shall be paid a prorated salary according to Articles L8, L9, L10, and L11.01.1 of this Agreement. Said salary shall apply from the first day of the assignment.

L39.06.6 If the assignment is for two (2) classes, the Long-Term Occasional Teacher shall be paid two-thirds (2/3) of their grid position for the part of the school year employed. If the assignment is for one (1) class, the Long-Term Occasional Teacher shall be paid one-third (1/3) of their grid position for the part of the school year employed. The Long-Term Occasional Teacher shall be assigned a prorated share of supervision.

L39.06.7 An Occasional Teacher who reports for an authorized assignment and, through no fault of the Occasional Teacher, is not required, shall be assigned Occasional Teacher duties under the Education Act by the Principal, and shall be paid one-half (1/2) day's pay, provided the Occasional Teacher does the assigned duties.

L39.06.8 Occasional Teachers shall be paid on the fifteenth (15th) and last working day of each month for work done.

L39.07 PROFESSIONAL ACTIVITY DAYS

L39.07.1 Article L34 applies.

L39.07.2 A Long-Term Occasional Teacher, whose assignment includes a Professional Activity Day, shall be paid for the day provided the Teacher takes part in the activities. A break in service caused by PA days and/or semester break shall not constitute a break in continuity of service.

L39.07.3 Notwithstanding Article L39.07.2, any Occasional Teacher may participate in a Professional Activity Day.

L39.08 BENEFITS

L39.08.1 Subject to the approval of the Carrier(s), the benefits outlined in Article L12 of the Agreement are available to a Long-Term Occasional Teacher having an assignment which has a definite term at the start of the assignment which is equivalent in time to one (1) semester or longer. The Board shall pay its share of premiums for these insured benefits at the rate set out in Article L12 of this Agreement.

L39.08.1.1 The Long-Term Occasional Teacher must be enrolled for the year.

L39.08.1.2 The Long-Term Occasional Teacher's share of the premium shall be deducted on a prorated basis based on each assignment for the full year.

L39.08.2 The Board agrees to make consistent monthly deductions from the salary of those Members who choose to participate in the OSSTF's RRSP known specifically as Educators Financial Group Registered Retirement Savings Plan and to remit such deductions to the Trustee of the plan provided:

- a) participants shall be permitted to change the amount of their contributions a maximum of two (2) times during each school year, namely, September 30 and February 1, with the exception of initiation or termination of contribution which the participant may effect with thirty (30) working days' notice; and
- b) OSSTF agrees to provide all necessary information required for administration of the plan in a format acceptable to the Board.

L39.09 WORKING CONDITIONS

L39.09.1 The Board agrees to continue the present practice of hiring an Occasional Teacher when a Teacher is absent.

L39.09.1.1 Notwithstanding L39.09.1 above, the Principal has the discretion of using internal coverage to replace an absent teacher in accordance with Article L26.

L39.09.2 The timetable for Long-Term Occasional Teachers and Short-Term Occasional Teachers shall be constructed according to the same constraints that apply for the Teacher in the same school as per Article L25, Article L26, Article L32.04 and Letter of Agreement Re: E-Learning. Nothing precludes a reassignment of teaching duties with another Teacher so as to arrange an assignment that is more appropriate for the Long-Term Occasional Teacher, provided the other Teacher is not adversely affected.

- L39.09.3 If the regular Teacher, for whom a Long-Term Occasional Teacher has been hired, returns at a time earlier than scheduled and subsequently must be absent again for the same reason(s), then the same Long-Term Occasional Teacher will be re hired, if available, and treated as if there had been no break in service.
- L39.09.4 An Occasional Teacher, hired to replace an absent Teacher for more than one (1) day, properly qualified for such position, may not be replaced by another Occasional Teacher, prior to the return of the regular Teacher, unless it is by mutual consent or the replacement Teacher is unable to teach, except in cases of removal for disciplinary reasons.
- L39.09.5 A Short-Term Occasional Teacher who is absent due to illness for two (2) days or fewer shall be eligible to return to the position with no break in service provided the teacher has completed at least five (5) days of the assignment.
- L39.09.6 Notwithstanding Article L39.09.4 if it becomes known that the regular Teacher will be absent for a period of thirty (30) working days or more, the position will be advertised as Long-Term Occasional as per Article L39.14.
- L39.09.7 The Board shall endeavour to distribute all available occasional teaching work among all Occasional Teachers on a fair and equitable basis. An unqualified Occasional Teacher shall only be hired when a qualified Occasional Teacher is not available.
- L39.09.8 All long-term occasional assignments shall terminate at the end of the school year in June. Each Long-Term Occasional Teacher's assignment that continues into the next school year shall be posted as a vacancy. The incumbent has the right to re-apply.

L39.10 **LEAVES OF ABSENCE**

- L39.10.1 **Short Term:** Short Term Occasional Teachers may be granted leaves of absence without pay by applying to the Director of Education or designate. The leaves shall not be considered as interrupting the continuity of the assignment.
- L39.10.2 **Long Term:** Long-Term Occasional Teachers shall be granted leaves of absence as per Article L16.01-L16.04, Article L17.01, and Article L17.04. The leaves shall not be considered as interrupting the continuity of the assignment.
- L39.10.3 **Extended Leaves Without Pay:** Up to one (1) school year may be granted if approved by the Director of Education or designate. If granted, the employee will be placed on the Occasional Teachers' Roster upon their return to work. Such leaves shall not be unreasonably withheld.

- L39.10.4 Where a Long-Term Occasional Teacher is employed on a day where the school is closed due to special circumstances, the Member shall be paid for the scheduled assignment.
- L39.10.5 A leave necessitated by extenuating circumstances may be granted, with or without pay, by the Director of Education or designate.
- L39.11 PREGNANCY/PARENTAL/ADOPTION LEAVE**
- L39.11.1 A Member may request and the Board shall grant Pregnancy/Parental/Adoption Leave as provided for by the current Employment Standards Act.
- L39.12 TERMINATION OF EMPLOYMENT AND SEVERANCE PAY**
- L39.12.1 Termination of employment and severance pay shall be as per the current Employment Standards Act.
- L39.13 JOB POSTING (LTO)**
- L39.13.1 When it is determined that a Long Term Secondary Occasional Teacher will be required for a continuous period of thirty (30) working days or more, such vacancy shall be posted on the Lambton Kent District School Board website for five (5) working days for the exclusive access of Teachers on the Occasional Teachers Roster. Postings shall be school specific and shall include all known details of the absent Teacher's timetable.
- L39.13.2 Every Member shall be notified of each posting through the Board email.
- L39.13.3 If there are no qualified applicants from current Occasional Teachers to a posted vacancy, then such vacancy will be advertised for access by: Contract Teachers; Summer School, Night School, and Continuing Education Teachers; and external applicants.
- L39.14 PROFESSIONAL FEES**
- L39.14.1 Professional fees shall be collected according to Statute and Regulation by the College of Teachers.

L39.15 OTHER APPLICABLE ARTICLES

L39.15.1 The following Articles apply to Occasional Teachers:

Article L1	Purpose
Article L2	Term of Agreement
Article L3	Recognition
Article L4	Management Rights
Article L7	No Strike or Lock Out
Article L13	Workplace Safety and Insurance
Article L28	Health and Safety
Article L29	Grievance Procedure
Article L31	Certified Teachers
Article L38	Criminal Background Check
L of A	Re: Hiring of Long-Term Occasional Teachers

L39.15.2 The following Articles, as referenced in Article 39, apply to Occasional Teachers:

Article L5	Union Rights
Article L6	Union Dues Check Off
Article L8	Grid Placement (Categories)
Article L9	Teaching Experience Allowance
Article L10	Related Experience
Article L11	Salaries and Allowances
Article L12	Benefits Plans
Article L16	Leaves of Absence
Article L17	Union Leave
Article L25	Staffing
Article L26	Working Conditions
Article L32	Acting Administrative Positions
Article L34	Professional Development/Activity Days
L of A	Re: E Learning

Letter of Agreement

between

The Lambton Kent District School Board
(hereinafter called the "Board")

and


The Ontario Secondary School Teachers' Federation
District 10 Teachers' Bargaining Unit
(hereinafter called the "Bargaining Unit")

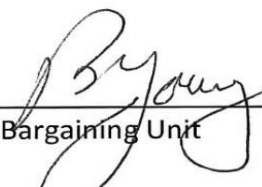
RE: Dual Credits

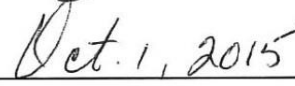
A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.

Any questions regarding the implementation or administration of these programmes will be dealt with by the Secondary Staffing Committee.


For the Board


Date


For the Bargaining Unit


Date

Letter of Agreement

between

The Lambton Kent District School Board
(hereinafter called the "Board")

and

The Ontario Secondary School Teachers' Federation
District 10 Teachers' Bargaining Unit
(hereinafter called the "Bargaining Unit")

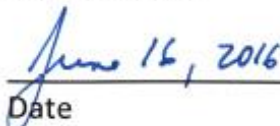
RE: E-LEARNING

- 1.0 Secondary school credits shall not be delivered by means of an "electronic classroom" without the knowledge of the Union.
- 2.0 Secondary school students under twenty-one (21) years of age taking credit courses through an electronically delivered curriculum shall be recorded on the day school register and shall be assigned to a class which is one of the six (6) classes assigned to a Member of the Union.
- 3.0 Students from within the Board shall be recorded on the day school register of the secondary school the student regularly attends or last attended.
- 4.0 A student may enrol in an electronically delivered credit course offered by another school board only if the credit is not offered in the student's school and not offered by electronically delivered curriculum by this Board [Alliance].
- 5.0 Credit courses offered by electronically delivered curriculum shall be conducted according to the requirements of the *Education Act* and Regulations that apply to regular day school credit courses.
- 6.0 A class which is taking a course for secondary school credit, delivered in whole or in part through electronically delivered curriculum, shall be subject to the same class sizes as in Article L25 of the Agreement. Credits granted for such classes shall be used to generate FTE teachers within the Union.
- 7.0 All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking electronically delivered credit courses shall be the responsibility of the Member assigned to the electronic classroom.

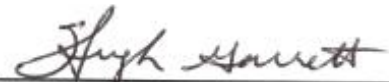
- 8.0 All electronically delivered courses shall be scheduled during the regular school day and the Member's work location shall be in a secondary school within the Board's jurisdiction.
- 9.0 A Member teaching electronically delivered course(s) shall be assigned a work station/work area in the Member's secondary school with all the necessary resources for teaching an on-line course. A Member assigned to teach electronically delivered credit courses shall be subject to the workload provisions set out in Articles 25 and 26 of this Collective Agreement.
- 10.0 A Member teaching electronically delivered courses shall report to school board personnel only and shall be evaluated only by the Principal or Vice-Principal of the Member's school, and/or Principal of Secondary Program, and/or supervisory officers employed by the Board.
- 11.0 Electronically delivered curriculum classes are outside the complement generated by the staffing formula in Article L25 of the Agreement.
- 12.0 For purposes of staffing and surplus declaration, a Member assigned to teach electronically delivered credit courses shall be included in the staff complement of the secondary school which is the work location of the Member. Each time the school is staffed the Member has the right to resume a full timetable of regular classes subject to the staffing provisions of this Collective Agreement.
- 13.0 All job postings for electronically delivered credit courses shall be posted in accordance with Article L23 of this Collective Agreement.
- 14.0 The Board shall not make recordings of Members teaching courses by electronically delivered curriculum.
- 15.0 In the event there are changes to the *Education Act*, related Statutes, and/or Regulations with respect to electronically delivered credit courses, the Board and the Union agree to meet to revisit this agreement.



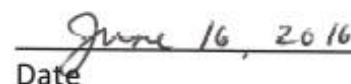
For the Board



Date



For the Bargaining Unit



Date

Letter of Agreement

between

The Lambton Kent District School Board
(hereinafter called the "Board")

and


The Ontario Secondary School Teachers' Federation
District 10 Teachers' Bargaining Unit
(hereinafter called the "Bargaining Unit")

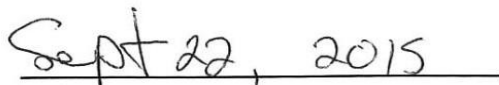
RE: HIRING OF LONG-TERM OCCASIONAL TEACHERS

It is understood that the current practice of conducting interviews to be placed on the Occasional Teacher list continue. A Member on the occasional teacher list may apply for a Long-Term Occasional posting with no further interview.

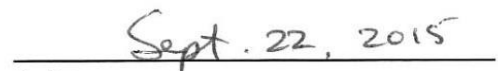
It is further understood and agreed to by both Parties that the current practice of posting Long-Term Occasional assignments will continue. The process includes the following:

- The 'Secondary Occasional Teacher Appointment' form (created by the Board representative and the Occasional Teacher Executive) shall continue to be used. No changes will occur without agreement by both parties.
- After the successful applicant has been chosen, the Superintendent of Human Resources, or designate will forward the completed form to OSSTF.


For the Board


Date


For the Bargaining Unit


Date

Letter of Agreement

between

The Lambton Kent District School Board
(hereinafter called the "Board")

and

The Ontario Secondary School Teachers' Federation
District 10 Teachers' Bargaining Unit
(hereinafter called the "Bargaining Unit")

RE: MID-SEMESTER HIRE

When a contract position becomes available at a school during a semester, the following procedures shall be followed:

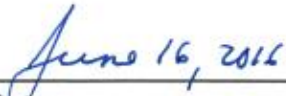
1. The position will be posted according to Article L23 of the Collective Agreement.
2. If the successful candidate is already a contract teacher at another school, he/she will start the job at the beginning of the ensuing semester and the position will be filled in the interim by a Long Term Occasional.
3. If there are no successful contract teachers then the position will be posted for occasional teachers. If the successful candidate is a Long Term Occasional:
 - 3.1 he/she immediately occupies that position;
 - 3.2 if the Long Term Occasional had already been doing the job, accumulated sick leave and seniority are retroactive to the date and the position became available.



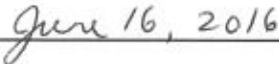
For the Board



For the Bargaining Unit



Date



Date

Memorandum of Agreement

between

**Ontario Secondary School Teachers' Federation
District 10**

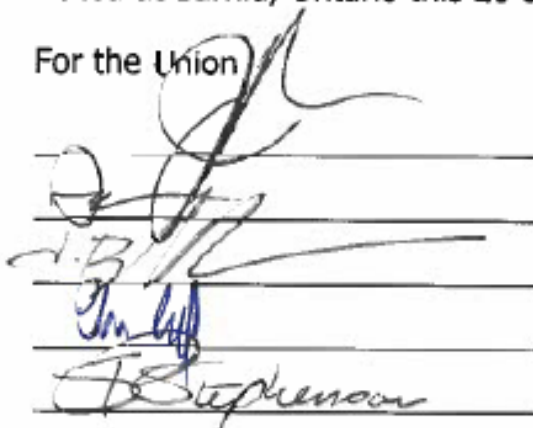
and

The Lambton Kent District School Board

1. The Parties hereby agree to the terms of this Memorandum and that the items herein, shall form part of the new Collective Agreement;
2. The Parties agree, that the term of the Collective Agreement shall be September 1, 2019 to August 31, 2022;
3. The Parties agree that all terms of this Memorandum are effective upon ratification by the Parties;
4. The Union and the Employer agree to recommend the induction of the Collective Agreement amendments, as established in bargaining, to their respective Membership/Board and to promote its Ratification.

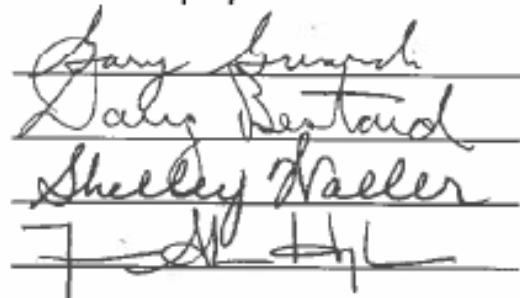
Dated at Sarnia, Ontario this 20 day of October, 2020

For the Union



Handwritten signatures for the Union, including a large signature at the top and several smaller ones below, all written over horizontal lines.

For the Employer



Handwritten signatures for the Employer, including "Gary Brimble", "Daryl Bestard", "Shelley Waller", and another signature, all written over horizontal lines.



AGREEMENT

Between

THE THAMES VALLEY DISTRICT SCHOOL BOARD

and

**THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION**

DISTRICT 11

APPENDIX E

OCCASIONAL TEACHERS

2019 SEPTEMBER 01

TO

2022 AUGUST 31

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PART A CENTRAL ARTICLES

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:

- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

(See Also [Local Article L33.00](#) for Definitions)

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.

C4.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.

- iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
- i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The Grievance Shall Include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.

- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

(See also [Local Article L31.00](#) for Grievance Process)

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.

- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers’ benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers’ benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers’ benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers’ Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as “Appendix H”) for job classifications that are eligible for benefits.

- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not Provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.

- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

(See also [Local Article L8.00](#) for Benefits, See also [Local Article L9.00](#) for Workplace Safety Insurance)

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.

- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

(See also [Local Article L11.00](#) for Pregnancy Leave Benefits)

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

A) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

B) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

C) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

D) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is

defined as the amount of money the employee would have otherwise received over that period of absence.

- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

E) Short-Term Leave and Disability Plan Top-Up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.

- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

F) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

G) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and

will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.

- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

(See also [Local Article L9.00](#) for Sick Leave)

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness

to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

A. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)		Employee Signature:	
Employee ID:		Telephone No:	
Employee Address:		Work Location:	
1. Health Care Professional: The following information should be completed by the Health Care Professional			
Please check one:			
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.			
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3			
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.			
First Day of Absence: _____		General Nature of Illness (<i>please do not include diagnosis</i>): _____	
Date of Assessment: dd mm yyyy			
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.			
PHYSICAL (if applicable)			
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>): Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):	

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (Examples: <i>Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy			

Completing Health Care Professional Name: (Please Print) _____
Date: _____
Telephone Number: _____
Fax Number: _____
Signature: _____

LETTER OF AGREEMENT #1

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

(See also Central Article C9.00 for Sick Leave, See also Local Article L9.00 for Sick Leave)

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
 - a) Local parties may agree to amend local collective agreement class size language_ to accommodate the change in maximum average class size to 23:1.
 - b) Discussions may only include local language pertaining to class size and PTC or equivalent.

- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes. The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate

- used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
 - IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
 - V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
 - VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF—provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation. The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

HISTORICAL APPENDIX OF CENTRAL TERMS - FOR REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:

- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
- 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.

- d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local

agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums, then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of

the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.

- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.

- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period. Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph l). The full article should then reside in Part B of the collective agreement;
 - 1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
 - 2. A SEB plan with existing superior entitlements;
 - 3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For

example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year. Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

(See also [Local Article L11.00](#) for Pregnancy Leave Benefits, See also [Local Article L9.00](#) for Workers Safety Insurance, See also [Local Article L10.00](#) for Short Term Paid Leaves)

PART B LOCAL ARTICLES

- BETWEEN -

The Thames Valley District School Board

- AND -

**The Ontario Secondary School Teachers' Federation
District 11 Occasional Teachers' Local**

ARTICLE L1.00 - PURPOSE

- L1.01 It is the intent of the Parties to set forth in the Agreement the entitlement of those Occasional Teachers covered by the Agreement to certain terms and conditions of employment all of which constitute the entire negotiated Agreement between the Parties.
- L1.02 It is the desire of the Parties to maintain a harmonious relationship between the Board and each Occasional Teacher covered under the Agreement.

ARTICLE L2.00 - RECOGNITION

- L2.01 The Board, being the Thames Valley District School Board (hereinafter referred to as "the Board") recognizes the Ontario Secondary School Teachers' Federation (O.S.S.T.F.) (hereinafter referred to as "the Union") as the bargaining agent for all Teachers employed by the Board in its secondary panel according to the Education Act and its Regulations (including Learning Co-ordinators), Secondary Occasional Teachers and Continuing Education Teachers.
- L2.02 The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- L2.03 The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any OSSTF advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent the Teachers in all matters pertaining to the negotiation and administration of the Agreement.
- L2.04 The Board further recognizes the right of OSSTF to represent a member at the member's request at any meeting when the conduct or competence of the member is being considered. The Board or school/worksite administrator shall notify the member of his/her right to Union representation.

- L2.05 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.
- L2.06 The Union recognizes the Negotiating Team of the Board as officially authorized to negotiate on the Board's behalf.
- L2.07 The Union recognizes the right of the Board to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of the Agreement.

ARTICLE L3.00 – AMENDMENT DURING LIFE OF AGREEMENT

- L3.01 Any amendment(s) to the provisions of the Agreement during the term of the Agreement shall be by the mutual consent of the Parties. The amendment(s) shall be in writing and shall be binding on both Parties effective the date specified within the amendment.

ARTICLE L4.00 - NO STRIKE OR LOCK-OUT

- L4.01 The Board agrees that there shall be no lock-out of Occasional Teachers and the Union agrees that there shall be no strike by Occasional Teachers during the life of the Agreement. Lock-out and strike shall be as defined in the *Labour Relations Act*.
- L4.02 In the event of a strike by other employees of the Board or a lock-out of other employees by the Board, the Occasional Teachers shall continue to perform their assigned professional duties to the best of their ability.

ARTICLE L5.00 - RIGHTS AND RESPONSIBILITIES

Management Rights

- L5.01 The Parties recognize the right and obligation of the Board to exercise its management rights and functions including the right and obligation of the Board to manage the affairs of the Board in all respects and to carry out such responsibilities of the Board which are not specifically abridged or amended or limited by the terms of the Agreement and are in compliance with the prevailing statutes and regulations.

No Penalty for Lawful Union Activity

- L5.02 The Board agrees not to penalize or discriminate against any Occasional Teacher for participating in the lawful activities of the Union, including exercising any rights under the Agreement or the prevailing statutes of Ontario.

No Discrimination

- L5.03 The Board and the Occasional Teachers agree that there shall be equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender expression, gender identity, age, record of offences, marital status, family status or disability as those terms are defined in the *Ontario Human Rights Code*.

Evaluations

- L5.04 Only Supervisory Officers, Secondary Principals and Vice-Principals and Acting Secondary Principals and Acting Secondary Vice-Principals shall evaluate an Occasional Teacher's competence. No member of the Union shall be required or requested to evaluate an Occasional Teacher.
- L5.05 (a) A Long-Term Occasional Teacher in an assignment of greater than twenty (20) days may request an evaluation by the applicable School Administrator (Principal or Vice-Principal or Acting Principal or Acting Vice-Principal). Such evaluation shall be conducted in accordance with the Board's normal evaluation policy.
- (b) An Occasional Teacher will receive a copy of any written documentation about his/her performance and will have the opportunity to sign as having read it and is entitled to make comments if he/she desires. Such documentation and comments will be retained as part of the Occasional Teacher's file.

Just Cause

- L5.06 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of the Agreement. The Board agrees that no Occasional Teacher shall be disciplined, demoted or discharged without just cause. It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the termination of probationary Occasional Teachers.
- L5.07 Matters related to the discipline or termination of an Occasional Teacher shall be communicated in writing between the Parties. The Occasional Teacher shall have the right to Union representation throughout the process.

Long-Term Assignments

- L5.08 (a) A written statement shall be issued to all Occasional Teachers on a long-term assignment indicating:
- 1) beginning date;
 - 2) ending date;
 - 3) Teaching position and school for the assignment;
 - 4) grid position of the Occasional Teacher in the assignment.

- (b) The Board shall provide the Union with a list of all long-term teaching assignments on a monthly basis. The list shall include the school, start and end dates where known, name of Occasional Teachers, CRS rating or QECO for the OT, experience granted for OT and salary of OT.
- (c) In the event of the assignment of the Long-Term Occasional Teacher is to be terminated prior to the originally scheduled termination date or prior to the return date of the Teacher being replaced, or in a situation where the Teacher is unable to return to their previous assignment and must be accommodated in another school, the Long-Term Occasional Teacher will be given five (5) teaching days' notice or five (5) days' pay in lieu of notice, unless the termination of the assignment is due to disciplinary action.
- (d) In the event that the Teacher being replaced adjusts the date(s) of the leave by requesting an earlier start date or an extension of the end date, the Occasional Teacher shall be asked to adjust the date(s) of the long-term assignment. A refusal to adjust the start or end date, as the case may be, shall not negatively impact on the Occasional Teacher's right to the originally scheduled Long-Term assignment.

L5.09 Should a Teacher who was on a long-term leave of absence return from the leave and during the fifteen (15) day period immediately following the return resume the leave, the Long-Term Occasional Teacher who was last employed as a Long-Term Occasional Teacher for that Teacher's assignment shall be requested to resume the assignment. The above shall apply for the remainder of the school year or until the Teacher returns, whichever occurs first, provided the qualifications originally posted for the position have not changed. The Long-Term Occasional Teacher shall have one (1) day to respond to the request. Should the response be in the affirmative in the time specified, it will be deemed that the assignment continues without a break in service for the purpose of the Agreement.

Board to Provide Insurance

L5.10 The Board shall provide adequate insurance protection for Occasional Teachers against risks arising in the course of their employment that may involve pecuniary loss or liability on the part of Occasional Teachers covered by the Agreement.

ARTICLE L6.00 - OCCASIONAL TEACHER LIST

Occasional Teacher Complement

L6.01 If the needs of the Board cannot be met by maintaining the present complement of Occasional Teachers, additional Occasional Teachers may be added to the list after consultation with the Local President in order to address:

- (i) A demonstrated need for Occasional Teachers with specific subject area qualifications
- (ii) A demonstrated need due to the insufficient numbers of Occasional Teachers available to serve particular geographic areas
- (iii) A need based on changes and/or limitations of on-calls or demonstration of unfilled Occasional Teacher jobs

Membership on the List

- L6.02 An Occasional Teacher must meet all legal requirements to be entitled to teach in Ontario to be eligible for inclusion on the Occasional Teacher List. All certification and required documentation must be on file with the Board before a candidate's name is placed on the Occasional Teacher List.
- L6.03 The Board shall provide to the Union the use and assignments of personnel who are not on the Occasional Teacher Roster and the details for such placements.
- L6.04 Only those Occasional Teachers whose names are on the Occasional Teacher List shall be called for short-term and long-term occasional teaching assignments except in emergency circumstances as recognized in the *Education Act and Regulations*.

Member Information on the List

- L6.05 The List, which is distinct from the Calling List that the Board makes available to each secondary school, shall provide the following information for each Occasional Teacher: name, telephone number, address and qualifications.
- L6.06 The List shall indicate which Occasional Teachers are on Leaves of Absence or long-term occasional teaching assignments as known by the Board at the time it is published, and the expected expiry date of the said leaves or assignments.
- L6.07 An Occasional Teacher shall notify the Human Resource Services Department, via the Employee Portal, of any changes of name, address and/or telephone number required by the Board to contact the Occasional Teacher. These changes will be reflected in the Membership list.

Providing Copies of the List

- L6.08 (a) By September 30th of each school year and every month thereafter, the Board will provide the Union with the names, addresses and telephone numbers of all Occasional Teachers on the Occasional Teacher List.

- (b) Upon written request, and up to four (4) times a year, the Board will provide the Union with a set of mailing labels of those Occasional Teachers who are on the List.

Probationary Period

L6.09 A newly hired Occasional Teacher will serve a probationary period of forty (40) days of occasional teaching.

Removal from the List

L6.10 An Occasional Teacher's name shall be removed from the List for the following reasons:

- (a) The Occasional Teacher requests, in writing, to have his or her name removed from the List.
- (b) The Occasional Teacher is removed in accordance with the provisions of Article L5.06.
- (c) The Occasional Teacher is no longer legally entitled to teach in Ontario.
- (d) The Occasional Teacher has not taught five (5) days in the previous school year unless such Occasional Teacher has been granted an extended leave in accordance with the provisions of Article L10.14.

This shall not apply to part-time Contract Teachers on the Occasional Teacher List or Continuing Education Teachers, teaching day school.

- (e) The Occasional Teacher has failed to provide the Board with the information required under the provisions of Articles L6.05, L6.07 or L6.10.

L6.11 The Board will provide voluntary orientation sessions with Union participation for new hires to the Occasional Teacher list. These meetings will be held at mutually agreeable dates.

ARTICLE L7.00 - SALARY

Rates of Pay

L7.01 The Board shall pay rates of remuneration, which include vacation pay and statutory holiday pay, in accordance with the provisions of Articles L7.01 (a) and L7.01 (b).

- (a) Short-Term Occasional Teacher

The Short-Term Occasional Teacher Rate for a Short-Term Occasional Teacher, certificated to teach in Secondary Schools in Ontario, shall be 1/194 of the salary of a Category I year 0 Teacher as described in the applicable grid in Article L9.00 of the [Secondary Teachers' Collective Agreement](#) on the day on which the Occasional Teacher performs the teaching duties.

(b) Long-Term Occasional Teacher

An Occasional Teacher employed to teach for a period of ten (10) or more consecutive teaching days as a substitute for the same Teacher shall be paid, effective the Occasional Teacher's tenth (10th) day and retroactive to the first (1st) day of the assignment, a per diem rate which includes vacation pay and statutory holiday pay. It shall not be considered an interruption in service if on-calls are used to replace an absent Teacher. The per diem rate shall be 1/194 of the applicable salary rate.

(c) Occasional Teachers in Long-Term Assignments will have grid placement and incremental advancement in accordance with L8.00 of the Secondary Teachers' Collective Agreement.

L7.02 The decimal formula that shall be used in determining the portion of the per diem rate that will be paid to Short-Term and Long-Term Occasional Teachers shall be as follows, pro-rated for part of a line. The number of lines worked for a Short-Term Occasional Teacher includes scheduled supervision but does not include on-calls.

(a) For schools with four instructional periods each day:

LINES	SHORT-TERM OCCASIONAL	LONG-TERM OCCASIONAL
1	0.33	0.33
2	0.67	0.67
3	1.00	1.00
4	1.33	NA

(b) For W.D. Sutton School, Thames Valley Alternative Secondary Schools and other schools that implement similar timetables.

CLASS	SHORT-TERM OCCASIONAL	LONG-TERM OCCASIONAL
1	0.22	0.17
2	0.45	0.33
3	0.67	0.50
4	0.89	0.67
5	1.11	0.83

6	1.33	1.00
Full period on-call	0.33	NA

- (c) Occasional Teachers replacing Full-Time Teachers at W.D. Sutton School and Thames Valley Alternative Secondary Schools will be recorded as 1.0 for each day worked, pro-rated for assignments of less than a full day.

Pay Schedule

- L7.03 Occasional Teachers will be paid for days worked on a bi-weekly basis on the dates set forth in Schedule A.
- L7.04 (a) The Occasional Teacher's pay shall be by direct deposit to a financial institution of the Occasional Teacher's choice.
- (b) The Occasional Teacher may change the financial institution referred to in Article L7.04 (a) no more than once a year by providing the Board with notice in writing at least thirty (30) days in advance of the effective date of change.
- (c) The payment shall be deposited electronically at the financial institution of the Teacher's choice and payment information shall be maintained in the Employee Portal which can be printed by the Teacher.

Record of Employment

- L7.05 The Record of Employment Certificate for Occasional Teachers shall be issued on request after the final pay is processed in July.
- L7.05.02 For the purpose of hours worked for Employment Insurance, the employer shall record each full Workday as eight (8) hours worked.

Recognized Teaching Experience

- L7.06 The following shall apply for the purposes of determining teaching experience for the purposes of Article L7.01 (b):
- (a) Post-certification teaching in a publically-supported elementary or secondary school, a board recognized privately-supported school, college, university, technical institute, professional school, trade school, or other educational organization or institution computed to the nearest one-tenth (0.1) of a year.
- (b) Pre-certification teaching in an elementary or secondary school on a Letter of Permission.

- (c) Continuing education teaching after 1996 August 31, except as specifically excluded in Article L7.06(e), credited as point one seven (0.17) year for every credit taught to a maximum of one (1) year in any school year.
- (d) (i) Experience gained in a single assignment of at least ten (10) consecutive days with the Thames Valley District School Board or one (1) or more of the four (4) predecessor Boards shall also count as experience for salary purposes.
- (ii) All experience recognized for a Long-Term Occasional assignment in a predecessor Board collective agreement which was counted for Years of Experience in a Long-Term Occasional assignment prior to 2000 September 01 shall count as experience for salary purposes.
- (e) Teaching experience for salary purposes does not include university teaching that is concurrent with university studies, night school teaching, summer school teaching and casual occasional teaching other than that included in Article L7.06 (d).

L7.07 Every twenty (20) days of teaching experience shall be equal to one tenth (0.1) years' experience.

Credit for Directly Related and Military Experience - Long Term Occasional Teachers

L7.08 The following shall apply for determining related experience for the purposes of Article L7.01 (b):

L7.09 GENERAL

- (a) An allowance shall not be granted for related experience if the period claimed by a Teacher was concurrent with military service credited to the Teacher by the Teacher's Pension Plan Board, a post-graduate program or other university studies.
- (b) No part-month related experience shall be credited for salary purposes.

L7.10 TRADE OR WORK EXPERIENCE

- (a) The following types of full-time experience shall be credited as directly related experience:
 - (i) Years of employment in a vocation, profession or trade related to the university degree obtained from an accredited university and to the teaching responsibilities to be assumed.
 - (ii) Trade or work experience of technical Teachers, other vocational and occupational Teachers, beyond six (6) years or the number of years

required for admission to an Ontario College of Education, whichever is less, as certified by a Statement of Acceptability supplied by the Faculty of Education concerned.

- (iii) No type of part-time related trade or work experience shall be recognized for salary purposes.
- (b) For the purpose of directly related experience, a working year shall mean twelve (12) months of full-time related experience. Each part-year period of related working experience shall be at least four (4) full working months or four-twelfths (4/12) of a working year before it may be credited. Such part-year periods of related work experience distributed over more than one (1) working year of twelve (12) months and amounting, for each part-year period, to at least four (4) full working months may be added together and calculated in twelfths (12^{ths}).

L7.11 PRE-CERTIFICATION TEACHING

- (a) Teaching experience obtained in an organization or institution other than an elementary or secondary school before securing basic certification shall be credited for salary purposes, subject to the provisions of this article.
- (b) A working year shall mean the equivalent of ten (10) full-time months of such pre-certification teaching experience.
- (c) Teachers who acquired part-year and/or part-time pre-certification teaching experience during the 1998-99 school year and thereafter shall be credited with experience equal to their full-time equivalent contractual status during their previous school year correct to one (1) decimal place, rounded to the nearest tenth (10th).

L7.12 MILITARY EXPERIENCE

- (a) Eligibility shall be limited to Teachers whose period of employment with the Board commenced, or recommenced, on or after 1971 September 01.
- (b) Credit shall be granted to eligible Teachers for military service credited to them by the Teachers' Pension Plan Board, and for which receipts are produced verifying contribution to the Teachers' Pension Fund.

L7.13 ALLOWANCE ON SALARY GRID

- (a) Effective 2005 September 01, subject to a maximum credit of ten (10) years of experience on the salary grid, each year of directly-related and/or military experience shall be converted to one year on the salary grid.

- (b) The resulting credit shall be rounded upward to the nearest tenth (10th) of a year.

Change in Salary Category

L7.14 In order to be placed in a higher salary category, the Teacher shall [submit to the Human Resource Services Department](#) the required Certification Rating Statement from the Ontario Secondary School Teachers' Federation, or the Qualifications Evaluation Council of Ontario (QECO).

- L7.15 a) If the work for the higher qualification was completed between January 01 and August 31 (both dates inclusive) then the salary increase will become effective on September 01 of the same year in which the work was completed provided documentation specified in Article L7.14 is received on or before January 31.
- b) If the work for the higher qualification was completed between September 01 and December 31 (both dates inclusive) then the salary increase will become effective on January 01 of the year following the one in which the work was completed provided documentation specified in Article L7.14 is received on or before June 30.
- c) Notwithstanding the foregoing, if through no fault of the Teacher confirming documents are delayed beyond the required date, the appropriate adjustment will be made retroactive to the applicable date.

(See also [OSSTF Teacher's Collective Agreement](#), See Article [L7.00](#) Salary Grids and Allowances)

Recovery of overpayments/underpayment

L7.16 An Occasional Teacher shall only be required to reconcile an overpayment for the twelve (12) month period prior to an error being discovered.

The Board shall only be required to reconcile and underpayment for the twelve (12) month period prior to an error being discovered.

Any overpayment reconciliation plan shall be with mutual agreement of the Union and the Occasional teacher. Any underpayment shall be made on the next possible pay date or in a manner mutually agreeable to the Union and the Occasional Teacher.

ARTICLE L8.00 - BENEFITS FOR LONG-TERM OCCASIONAL TEACHERS

- L8.01 A Long-Term Occasional Teacher hired for a pre-determined assignment of three (3) or more months, subject to eligibility requirements and upon application by the Long-Term Occasional Teacher, may participate in the following benefit plans:
- (a) Health Plan - Secondary Teacher Benefit Plan Division 10 Health
 - (b) Dental Plan - Secondary Teacher Benefit Plan Division 10 Dental
- L8.02 The insurance outlined in Article L8.01 shall be as more particularly described and set forth in the respective policies of insurance. Any dispute over payment of benefits under any such policies shall be adjusted between the Occasional Teacher and the insurer concerned, but the employer will use its best efforts to adjust and settle any such dispute.
- L8.03 The Long-Term Occasional Teacher may opt to participate in the benefit plans set forth in Article L8.01 (a) OR (b) OR L8.01 (a) and (b).
- L8.04 The Long-Term Occasional Teacher must be enrolled for the full length of the assignment commencing with the start date of the predetermined assignment.
- L8.05 The Board will pay eighty-five percent (85%) and the Long-Term Occasional Teacher will pay fifteen percent (15%) of the premium costs of the plans pro-rated on the basis of workload selected under Article L8.03 while the Occasional Teacher is employed in the long-term assignment. Payments for the Occasional Teacher's portion will be by payroll deduction while employed in the long term assignment. Effective 2006 September 01 the teacher's co-payment share for Extended Health and Dental will be reduced to ten percent (10%) of the premium costs of the plans pro-rated on the basis of workload selected under Article L8.03 while the Occasional Teacher is employed in the long-term assignment. Payments for the Occasional Teacher's portion will be by payroll deduction while employed in the long term assignment.
- L8.06 The provisions of Article L8.01 - L8.05 shall take effect 2004 February 01 and shall only apply to Long-Term Occasional Teachers who do not have coverage under other Thames Valley DSB health and dental insurance plans.

(See also [Central Term C7.00](#) for Benefits, See also [Central Letter #4](#) for Benefits)

ARTICLE L9.00 - SICK LEAVE

Long-Term Occasional Teachers

- L9.01 (a) A Long-Term Occasional Teacher who cannot attend to duties due to reasons set forth in Article C9.1a) shall be granted sick leave with pay up to the extent of the

Teacher's available paid sick leave days acquired in accordance with the provisions of Article C9.1f).

- (b) An Occasional Teacher, where required, shall provide to the Board evidence of illness reasonably satisfactory to the Board stating the dates of absence and the reason therefore. Any costs of a medical certificate shall be borne by the Board.

An Occasional Teacher may be required to undergo a medical examination by a physician selected by the Board. Should the Board deem this necessary, the costs of the medical examination shall be borne by the Board.

Absences under the Sick Leave Plan – Long-Term Occasional Teachers

- L9.02 a) A Teacher may be granted up to five (5) days leave per school year with no deduction of sick leave credit(s) where it is necessary for the Teacher to care for a child, parent, partner or family member for which the Teacher is the legal guardian of personal care. This includes paternity leave and adoption.
- b) A Teacher who is unavoidably absent due to a local act of nature over which no one has control may be granted up to three (3) school days leave per school year with no deduction of sick leave credit(s). A Teacher may apply in writing to the Associate Director, Organizational Support Services or designate for an increase in the maximum allowable days under this section.

It is understood as agreed to under the Central agreement Letter of Agreement #6 that the combined maximum number of days for care days and act of nature days is five (5) days per school year. The days shall not be used for the purpose of sick leave nor shall they be accumulated from year to year.

Workers' Safety Insurance

- L9.03 (a) An Occasional Teacher who is unable to perform the Occasional Teacher's regular duties because of a condition compensable under the Workplace Safety and Insurance Act shall receive such benefits as awarded by the W.S.I.B. regulations.
- (b) The Occasional Teacher will comply with all directions given by W.S.I.B. as it relates to the benefit program. Failure to comply will result in the stoppage of any further payments by the Board to the Occasional Teacher.

(See also [Central Term C9.00](#) for Sick Leave, [Central Term C7.00](#) for Workplace Safety and Insurance, See also [Central Letter #6](#) for Short Term Paid Leaves and Workplace Safety and Insurance)

ARTICLE L10.00 - LEAVES OF ABSENCE

L10.01 This Article shall apply only to Long-Term Occasional Teachers unless Short-Term Occasional Teachers are also indicated as being eligible.

Leave of Absence with Full Salary

L10.02 Special leave without a deduction from salary and without loss of sick leave credits shall be available to Long-Term Occasional Teachers for the circumstances and under the conditions outlined hereunder. Leaves under Articles L10.03 - L10.09 require advance approval of the Principal or Supervisor, unless otherwise indicated.

L10.03 Notwithstanding Articles L10.01 to L10.09 it shall be the prerogative of the Principal to excuse a Long-Term Occasional Teacher from school for up to two (2) hours for reasons acceptable to the Principal. In such cases, the Long-Term Occasional Teacher shall make adequate and acceptable arrangements as approved by the Principal for the care and instruction of the Long-Term Occasional Teacher's classes.

L10.04 JURY DUTY - When called for Jury Duty or when subpoenaed as a witness in any court proceedings to which the Long-Term Occasional Teacher is not a party or one of the persons charged, the Long-Term Occasional Teacher must refund to the Board all monies received as a juror or witness exclusive of traveling allowances and living expenses. The court summons or subpoena must be submitted by the Principal to the Associate Director, Organizational Support Services or designate for approval.

10.05 BEREAVEMENT - Up to three (3) days will be granted in the case of the death of a member of the immediate family. When used herein, immediate family shall include parent, sibling, spouse or partner, child, parent-in-law, child-in-law, sibling-in-law, legal guardian, grandchild, grandparent, step-parent, step-child, step-grandparent or person who has acted in a parental capacity in lieu of the natural parent.

Notwithstanding the above, the leave may be extended by a maximum of two (2) days due to exceptional circumstances subject to the approval of the Superintendent of Human Resources or designate.

L10.06 QUARANTINE - Leave shall be granted when a Long-Term Occasional Teacher is absent from duty in any case where because of exposure to a communicable disease, the Long-Term Occasional Teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the Long-Term Occasional Teacher's duties.

L10.07 One (1) day per school year shall be granted to a Long-Term Occasional Teacher for compassionate reasons due to an emergency situation or to attend the funeral of a friend or family member not included in Article L10.05.

L10.08 INCLEMENT WEATHER - A Long-Term Occasional Teacher or a Short-Term Occasional Teacher who is delayed by local weather conditions but arrives at school as soon as possible during the regular school hours of that day will not have a salary deduction made.

L10.09 RELIGIOUS HOLIDAYS - A Long-Term Occasional Teacher shall be entitled to leave for religious holidays in accordance with Board [Procedures](#).

Leave of Absence with Occasional Teacher Cost Deduction

L10.10 GRADUATION - Up to one (1) day per school year shall be available for the Long-Term Occasional Teacher to attend the Occasional Teacher's own graduation ceremonies or the convocation of a child, spouse or partner.

L10.11 WEDDING - Up to one (1) day leave may be granted to attend the Long-Term Occasional Teacher's own wedding or the wedding of a son or daughter. This day may not be used for vacation time.

Short-Term Leave of Absence with Deduction of Full Salary

L10.12(a) A special leave of absence of up to five (5) days in any one (1) school year with deduction of full salary for exceptional circumstances may be granted by the Associate Director, Organizational Support Services or designate. A copy of the request must have been submitted to the Principal prior to being sent to the Associate Director, Organizational Support Services or designate.

The special leave of absence may not be used to extend a vacation period.

In light of the semester end demands within a school, whenever possible, the Teacher should avoid making requests that impact the end of a semester.

L10.12(b) A personal leave of absence with deduction of full salary will be granted by Human Resource Services. A Teacher may apply for up to five (5) days of leave per school year for personal reasons. The request must be copied to the Principal and forwarded by email to Human Resources at least three (3) weeks prior to the leave start date.

It is understood that the teacher taking this leave shall be required to provide appropriate work for each of their classes and other regular teaching and assessment responsibilities including but not limited to preparation of report cards and exams.

Requests for this leave of absence will not include the first week following the start of each semester, PA days, the week prior to the start of exams, the exam period or the weeks surrounding March Break.

Requests for this type of leave will not be denied provided that, if necessary, there are expected to be enough available occasional teachers to cover for the absent teacher, and subject to reasonable system and school requirements.

The first (1) day of L10.12 (a) or L10.12 (b) will be granted as a Leave of Absence with Occasional Teacher Cost.

Long- Term Leave of Absence without Pay

L10.13 A leave of absence for less than one (1) year may be granted to a Short-Term or Long-Term Occasional Teacher by the Associate Director, Organizational Support Services or designate for exceptional circumstances upon written request of a Teacher subject to the following provisions:

- (a) The leave shall be without pay or sick leave and time spent on leave shall not count as teaching experience.
- (b) The request must be received far enough in advance to allow for the hiring of a qualified Occasional Teacher.

In light of the semester end demands within a school, whenever possible, the Occasional Teacher should avoid making requests that impact the end of a semester.

Voluntary Leaves of Absence

L10.14 A voluntary leave of absence for one (1) year to commence September 01 shall be granted by the Associate Director, Organizational Support Services or designate, upon written request of a Short-Term or Long-Term Occasional Teacher, subject to the following provisions:

- (a) The request must be received by June 30 of the calendar year in which the leave is to begin.
- (b) The leave shall be without remuneration or sick leave and time spent on leave shall not count as teaching experience.
- (c) The Occasional Teacher on leave under Article L10.14 may request an extension of the leave by June 30 for subsequent years for a maximum of one (1) additional year.

L10.15 The name of an Occasional Teacher on a Voluntary Leave of Absence shall be removed from the Occasional Teachers' Calling List while that Teacher is on leave and shall be returned to the List at the end of the leave unless the Occasional Teacher requests otherwise.

ARTICLE L11.00 - PREGNANCY LEAVE

- L11.01 Article L11 shall apply only to Occasional Teachers employed in a Long-Term Occasional assignment at the time of commencement of the pregnancy leave and the leave shall apply only for the length of time that the Occasional Teacher would have otherwise been in that assignment had she not taken a pregnancy leave.
- L11.02 Pregnancy Leaves granted under the provisions of Article L11.01 shall be in accordance with the provisions of Sections 46 through 47 of *The Employment Standards Act, R.S.O. 2000*, as amended. Complications relating to the pregnancy or birth of the child, miscarriage, premature birth and still birth are covered in detail by the statute. Specific questions relating to any of these areas should be referred to the Associate Director, Organizational Support Services or designate.
- L11.03 The Board shall grant to a pregnant Occasional Teacher, who has been in its active employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Pregnancy Leave of seventeen (17) weeks or such shorter leave as the Occasional Teacher requests. The leave may commence anytime within the seventeen (17) weeks prior to the expected date of birth but in no case later than the expected date of birth.
- L11.04 Requests for Pregnancy Leave shall be made in writing on the Application for Pregnancy Leave/Parental Leave Form and submitted to the Associate Director, Organizational Support Services or designate as far in advance as possible but in no case any later than two (2) weeks before the expected date of birth.
- L11.05 The written request for a Pregnancy Leave shall contain:
- (a) the start date of the Pregnancy Leave, and
 - (b) the end date of the Pregnancy Leave.
- L11.06 The Board may request a completed Medical Certificate from a legally qualified medical practitioner indicating the expected date of delivery.
- L11.07 A Pregnancy Leave shall be without salary or allowances.
- L11.08 Pregnancy Leave Benefits
- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be

the difference between the gross amount the teacher receives from E.I. and her regular gross pay.

- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP. [Proof of declined E.I. benefits will need to be submitted to Human Resources].
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- j) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

L11.09 The Board shall continue to pay its normal share of premiums for such benefits under Article L8 as the Occasional Teacher is currently enrolled in, for that part of the statutory seventeen (17) week Pregnancy Leave taken by the Occasional Teacher.

L11.10 The Occasional Teacher may opt not to continue benefits during the leave period by providing written notice to the Associate Director, Organizational Support Services or designate that the Occasional Teacher does not intend to pay her share of contributions.

Changing Dates of the Leave

L11.11 Provided that such alteration does not contravene the provisions of the Act, an Occasional Teacher may alter the requested start date of a Pregnancy Leave:

- (a) to an earlier date if the Occasional Teacher gives the Associate Director, Organizational Support Services or designate at least two (2) weeks written notice before the earlier start date; or
- (b) to an earlier date due to the complications caused by pregnancy or because of a miscarriage, premature birth or still birth and the Occasional Teacher provides the Associate Director, Organizational Support Services or designate with written notice and medical certification within two (2) weeks after the employee starts the leave; or
- (c) to a later date if the Occasional Teacher gives the Associate Director, Organizational Support Services or designate at least two (2) weeks written notice before the date the leave was to begin.

L11.12 An Occasional Teacher may alter the requested termination of a Pregnancy Leave:

- (a) to an earlier date if the Occasional Teacher gives the Associate Director, Organizational Support Services or designate at least four (4) weeks written notice before the earlier termination date; or
- (b) to a later date if the Occasional Teacher gives the Associate Director, Organizational Support Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.

L11.13 An Occasional Teacher returning from a Pregnancy Leave shall be assigned by the Board to either the same position held prior to going on the leave or a position as similar and geographically close to the position held prior to going on the leave if the regular Teacher has not returned to duty and the Occasional Teacher would still be teaching in the original Long-Term Occasional assignment except for the taking of the Pregnancy Leave.

(See also [Central Article C8.00](#) for Pregnancy Leave Benefits, See also [Central Letter of Agreement #6](#) for Pregnancy Leave Benefits)

ARTICLE L12.00 - PARENTAL LEAVE

- L12.01 Article L12 shall apply only to Occasional Teachers employed in a Long-Term Occasional assignment at the time of commencement of the parental leave and the leave shall apply only for the length of time that the Occasional Teacher would have otherwise been in that assignment had he/she not taken a parental leave.
- L12.02 Parental Leaves granted under the provisions of Article L12.01 shall be in accordance with the provisions of Sections 46 through 47 of *The Employment Standards Act, R.S.O. 2000*, as amended.
- L12.03 The Board shall grant a Parental Leave to an Occasional Teacher who becomes a parent, provided said Occasional Teacher has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave.
- L12.04 A mother requesting a Parental Leave must commence that leave on the date following the conclusion of her Pregnancy Leave.
- L12.05 The other parent requesting a Parental Leave may commence that leave anytime within the seventy-eight (78) week period following the actual date of birth. The request may be for up to sixty-one (61) weeks if a pregnancy leave has been taken and for up to sixty-three (63) weeks if a pregnancy leave has not been taken. The term "other parent" includes the natural parent and/or a person who is in a relationship of some permanence with the birth parent of the child who intends to treat the child as their own.
- L12.06 Requests for Parental Leave shall be made in writing on the Application for Pregnancy Leave/Parental Leave Form and submitted to the Associate Director, Organizational Support Services or designate as far in advance as possible but in no case any later than two (2) weeks before the requested start date of the leave.
- L12.07 The written request for a Parental Leave shall contain:
- (a) the commencement date of the Parental Leave,
 - (b) the termination date of the Parental Leave; and
 - (c) the date or expected date of birth of the child.
- L12.08 A Parental Leave shall be without salary or allowances.
- L12.09 The Board shall continue to pay its normal share of the premiums for such benefits under Article L8 as the Occasional Teacher is currently enrolled in, for that part of the statutory eighteen (18) week Parental Leave taken by the Occasional Teacher.

- L12.10 Occasional Teachers may opt not to continue benefits during the leave period by providing written notice to the Associate Director, Organizational Support Services or designate that they do not intend to pay their share of contributions.

Changing Dates of the Leave

- L12.11 Provided that such alteration does not contravene the provisions of the Act, an Occasional Teacher may alter the requested start date of a Parental Leave:

- (a) to an earlier date if the Occasional Teacher gives the Associate Director, Organizational Support Services or designate at least two (2) weeks written notice before the earlier start date; or
- (b) to an earlier date if the child comes into the custody, care and control of a parent for the first time sooner than the expected date of delivery and the Occasional Teacher provides the Associate Director, Organizational Support Services or designate with written notification within two (2) weeks after the employee starts the leave; or
- (c) to a later date if the Occasional Teacher gives the Associate Director, Organizational Support Services or designate at least two (2) weeks written notice before the date the leave was to begin.

- L12.12 An Occasional Teacher may alter the requested termination date of a Parental Leave:

- (a) to an earlier date if the Occasional Teacher gives the Associate Director, Organizational Support Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*; or
- (b) to a later date if the Occasional Teacher gives the Associate Director, Organizational Support Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.

Extended Leaves

- L12.13 Extended Leaves may be requested in writing by female and male parents who are on or will be on a Parental Leave. These are leaves that continue beyond the statutory eighteen (18) week Parental Leave period and may be granted by the Associate Director, Organizational Support Services or designate on the basis of the mutual consent of the employee and employer but shall not extend beyond the end of the school year or the return date of the regular Teacher, whichever occurs first.
- L12.14 Benefit coverage, if applicable, for Occasional Teachers who extend a leave under the provisions of Article L12.13 shall be in accordance with the provisions of Article L8 and at the Occasional Teacher's own expense.
- L12.15 An Occasional Teacher returning from a Parental Leave shall be assigned by the Board to either the same position held prior to going on the leave or an occasional teaching position as similar and geographically close to the position held prior to going on the leave if the regular Teacher has not returned to duty and the Occasional Teacher would still be teaching in the original Long-Term Occasional assignment except for the taking of the Parental Leave.
- L12.16 An Occasional Teacher returning from an Extended Leave or for whom the provisions of Article L12.15 do not apply shall be returned to active status on the Occasional Teacher List.

ARTICLE L13.00 - ADOPTION LEAVE

- L13.01 Article L13 shall apply only to Occasional Teachers employed in a Long-Term Occasional assignment at the time of commencement of the Adoption Leave and the leave shall apply only for the length of time that the Occasional Teacher would have otherwise been in that assignment had he/she not taken an Adoption Leave.
- L13.02 Adoption Leaves granted under the provisions of Article L13.01 shall be in accordance with the provisions of Sections 46 through 47 of *The Employment Standards Act, R.S.O. 2000*, as amended.
- L13.03 The Board shall grant to an Occasional Teacher, who has been in its active employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, an Adoption Leave of sixty-three (63) weeks or such shorter leave as the Occasional Teacher requests. The leave may commence anytime within the seventy-eight (78) week period following the child coming into the custody, care and control of a parent for adoption and a person who is in a relationship of some permanence with a parent of the child and who intends to treat the child as their own.

L13.04 Requests for Adoption Leave shall be made in writing on the Application for Adoption Leave Form and submitted to the Associate Director, Organizational Support Services or designate as far in advance as possible but in no case any later than two (2) weeks before the requested start date of the leave.

L13.05 The written request for an Adoption Leave shall contain:

- (a) the commencement date of the Adoption Leave;
- (b) the termination date of the Adoption Leave;
- (c) the date or expected date of the child coming into the custody, care and control of the parent for the first time.

L13.06 An Adoption Leave shall be without salary or allowances.

L13.07 The Board shall continue to pay its normal share of premiums for such benefits under Article L8 as the Occasional Teacher is currently enrolled in, for that part of the statutory eighteen (18) week Parental Leave taken by the Occasional Teacher.

L13.08 Occasional Teachers may opt not to continue benefits during the leave period by providing written notice to the Associate Director, Organizational Support Services or designate that they do not intend to pay their share of contributions.

Changing Dates of the Leave

L13.09 Provided that such alteration does not contravene the provisions of the Act, an Occasional Teacher may alter the requested start date of an Adoption Leave:

- (a) to an earlier date if the Occasional Teacher gives the Associate Director, Organizational Support Services or designate at least two (2) weeks written notice before the earlier start date; or
- (b) to an earlier date if the child comes into the custody, care and control of a parent for the first time sooner than the expected date and the Occasional Teacher provides the Associate Director, Organizational Support Services or designate with written notice within two (2) weeks after the employee starts the leave; or
- (c) to a later date if the Occasional Teacher gives the Associate Director, Organizational Support Services or designate at least two (2) weeks written notice before the date the leave was to begin.

L13.10 An Occasional Teacher may alter the requested termination of an Adoption Leave:

- (a) To an earlier date if the Occasional Teacher gives the Associate Director, Organizational Support Services or designate at least four (4) weeks written notice before the earlier termination date; or
- (b) a later date if the Teacher gives the Associate Director, Organizational Support Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.

Extended Leaves

- L13.11 Extended Leaves may be requested in writing by female and male parents who are on or will be on an Adoption Leave. These are leaves that continue beyond the statutory eighteen (18) week Adoption Leave period and may be granted by the Associate Director, Organizational Support Services or designate on the basis of the mutual consent of the employee and employer but shall not extend beyond the end of the school year or the return date of the regular Teacher, whichever occurs first.
- L13.12 Benefit coverage, if applicable, for Occasional Teachers who extend a leave under the provisions of Article L13.11 shall be in accordance with the provisions of Article L8 and at the Occasional Teacher's own expense.
- L13.13 An Occasional Teacher returning from an Adoption Leave shall be assigned by the Board to either the same position held prior to going on the leave or an occasional position as similar and geographically close to the position held prior to going on the leave if the regular Teacher has not returned to duty and the Occasional Teacher would still be teaching in the original long-term occasional assignment except for the taking of the Adoption Leave.
- L13.14 An Occasional Teacher returning from an Extended Leave or for whom the provisions of Article L13.13 do not apply shall be returned to active status on the Occasional Teacher List.

ARTICLE L14.00 - CALLING PROCEDURES FOR SHORT-TERM OCCASIONAL TEACHING ASSIGNMENTS

- L14.01** The automated calling system (TVARRIS) shall be employed to engage Short-Term Occasional Teachers. The Board and the Union agree to meet once per year to review the system. It is the responsibility of the Board to provide support for all Occasional Teachers in the operating procedures of the dispatch system. Each Occasional teacher will have access to the written instructions through the employee portal under Human Resource Services.

ARTICLE L15.00 - HIRING PROCEDURES FOR LONG-TERM OCCASIONAL TEACHING ASSIGNMENTS

Posting

L15.01 When it is pre-determined by at least ten (10) school days in advance of the start of the absence that a Long-Term Occasional Teacher will be required for a continuous period of two (2) months or more, such vacancy shall be posted for at least five (5) days prior to the closing date for applications. A copy shall be forwarded to the Union.

Such postings shall be available from the Board only through the telephone system and on the Board Internet Website. Notification of such postings shall be forwarded to the Union.

Hiring for Long-Term Positions

L15.02 When a Long-Term Occasional teaching position becomes available, the Board shall first consider qualified applicants from the Occasional Teacher List for the position.

ARTICLE L16.00 -SHORT-TERM OCCASIONAL TEACHERS SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY SCHOOL CLOSURE

Occasional Teacher's Services Not Required

L16.01 An Occasional Teacher who is called for a part-day assignment, who reports and who finds that his or her services are not required for the specified assignment shall remain at the school for the part-day, perform professional duties as assigned by the Principal and be paid the part-day's pay.

L16.02 An Occasional Teacher who is called for a full-day assignment, who reports and who finds that his or her services are not required for the specified assignment shall remain at the school for the full day, perform professional duties as assigned by the Principal and be paid a full-day's pay.

Late Calls

L16.03 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided he/she arrives within a reasonable time of receiving such late request. The Occasional Teacher shall be paid for the full time of the assignment.

Emergencies

- L16.04 In the event of a late opening or early dismissal of a school for emergency reasons, Occasional Teachers shall be paid for the assignment at the applicable per diem rate of pay.
- L16.05 In the event of a school closure for emergency reasons, a Long-Term Occasional Teacher shall be paid for the assignment at the applicable rate of pay.

Cancellations

- L16.06 (a) The Board shall give a minimum of two (2) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without two (2) hours notice, the Occasional Teacher shall report for work and the Board shall pay the Occasional Teacher for that assignment in accordance with the provisions of Articles 16.1 or L16.02, whichever is applicable.
- (b) In the event of inclement weather, Occasional Teachers will receive information on the status of school closures or delays in openings by the normal Board communication process. Notice of closure due to inclement weather will be deemed to meet the minimum notice requirement of Article L16.06 (a).
- (c) Notwithstanding the provision of Article 16.06(a), in the case of a pre-arranged assignment to provide coverage for a Teacher who is scheduled to be at a track and field meet that is cancelled on short notice due to inclement weather the minimum cancellation notice will be deemed to have been given.
- L16.07 In all cases where an Occasional Teacher receives pay under the provisions of Articles 16.01 to 16.06 inclusive, the time for which the Occasional Teacher is paid shall be treated as time worked for the applicable articles of the Agreement.

ARTICLE L17.00 - JOB VACANCIES: SECONDARY TEACHING POSITIONS

- L17.01 Any Occasional Teacher shall have access to vacancies in Secondary Schools posted in accordance with the process described in Article L34.01 of the Secondary Teachers' Collective Agreement at the time that such postings are made.

ARTICLE L18.00 - WORKING CONDITIONS

- L18.01 The responsibilities of an Occasional Teacher are to fulfill the teaching duties of the Secondary Teacher being replaced. Extracurricular activities are voluntary.

Timetable

- L18.02 The assignment for an Occasional Teacher shall be the same as the assignment of the Teacher being replaced except as set forth in Article L18.03.
- L18.03 Unless hired for a Long-Term Occasional Assignment in accordance with the provisions of Article L15, an Occasional Teacher shall not be assigned supervisory duties prior to the commencement of class on the first morning of an assignment or prior to the commencement of the afternoon class on the first day if it is a half-day afternoon assignment.

Lunch Period

- L18.04 An Occasional Teacher hired for an assignment at different schools that requires travel over the lunch period shall not be assigned lunch time duties.

Time for Travelling and Travelling Expenses

- L18.05 (a) A travelling allowance shall be paid to an Occasional Teacher who is replacing an itinerant Teacher, if that Teacher would otherwise have received a travelling allowance, for travel between schools or worksites if the itinerant Teacher had not been absent.
- (b) The travelling allowance set forth in Article L18.07 (a) will be for the distance for which the itinerant Teacher would otherwise have been paid.
- (c) The travelling allowance set forth in Article L18.07 (a) shall be calculated at the rate established in accordance with Board policy/procedure.
- L18.06 An Occasional Teacher who is hired to replace a Teacher whose timetable is such that duties are assigned at two (2) or more locations on the same day shall be provided with the same time to travel between locations as the Teacher being replaced normally has.
- L18.07 A travelling allowance will not be paid to an Occasional Teacher for travel between assignments for two (2) different Teachers.

Information For and From Occasional Teachers

- L18.08 The School Administration and/or absent Teacher shall endeavour to provide for an Occasional Teacher arriving for an assignment the following in-school information.
- a timetable for the Occasional Teacher's assignment (including supervision periods)
 - a schedule identifying period times

- a floor plan of the school (if available)
- the school Code of Behaviour/Conduct (including cell phone policy) and any special classroom discipline procedures (if applicable)
- information on how to obtain necessary equipment
- names, positions and locations of individuals who can provide assistance
- an up-to-date class list and seating plan (if applicable)
- name(s) of high risk student(s), safety plans, and any applicable special programme(s)
- name(s) of student(s) participating in special in-school support programmes with the time and place where they receive that support
- an up-to-date seating plan (where applicable)
- a general outline of classroom routines which includes washroom, attendance and entry and dismissal procedures
- planning for the first day of an absence

In addition to the information provided above, the school administration shall also endeavour to provide keys to the classroom(s) to be used by the Occasional Teacher during their assignment.

Fire drill and emergency procedures will be located within the classroom.

The Occasional Teacher shall endeavour to provide written feedback to the Teacher being replaced at the conclusion of the Occasional assignment. Such feedback will generally include comments on the progress of lessons taught, problems encountered and where appropriate, successes achieved and marks for work completed by students within the Occasional assignment.

ARTICLE L19.00 - MEDICAL PROCEDURES - PUPILS

L19.01 The Board shall not require any Occasional Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety of the pupil or subject the Occasional Teacher to the risk of injury or liability for negligence.

L19.02 It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

ARTICLE L20.00 - PROFESSIONAL ACTIVITY DAYS

L20.01 The Board shall provide information to the Union about the professional development activities provided by the Board.

L20.02 A Long-Term Occasional Teacher whose period of employment includes a Professional Activity Day will be paid for the day, (pro-rated to their FTE), and will be required to

participate in the scheduled professional activity sessions (pro-rated to their FTE). Long-Term Occasional Teacher will have the option to attend the entire day, and will be paid the Occasional Teacher daily rate for the balance of the day.

L20.03 Occasional Teachers not in a Long-Term assignment may attend, without pay, any scheduled Professional Activity Day arranged by the Board if space is available.

L20.04 Occasional Teachers shall, upon request, have access to the Board's in-service programs on a voluntary basis without pay, if space is available.

L20.05 A Professional Activity Day shall not interrupt the continuing of a long-term occasional teaching assignment.

20.06.1 Effective September 2015, Occasional Teachers who qualify under Article L20.06.3 will be entitled to four (4) half days of Professional Activity. Participation in such Professional Activity Days shall be treated in all respects as if it were time worked. In September of each year the Board will send notification in writing by individual letter or e-mail to those Occasional Teachers who qualify, and will provide to the Union a list of those Teachers. Such notification shall include instructions indicating how PA Days may be accessed. The content and structure of the Professional Activity will be discussed at Labour Management.

L20.06.2 The PA activities shall be by mutual agreement of the parties.

L20.06.3 Occasional Teachers who are exclusively on the Board's secondary occasional teacher's list, who are not currently in a long term assignment, who are not partial contract teachers, and who worked more than 20 days in the previous school year in short term or long term occasional assignments shall be eligible to participate.

ARTICLE L21.00 - OCCUPATIONAL HEALTH AND SAFETY

L21.00 The Board, the Union and its members shall comply with the provisions of the *Occupational Health and Safety Act and Regulations*, as they may be amended from time to time.

L21.01 The Board shall maintain a Main/Central Joint Health and Safety Committee which will include representatives from the District per that Committee's Terms of Reference.

L.21.02 The Board shall supply to Long Term Occasional Teachers (at no cost to the Teacher) protective clothing and equipment deemed necessary by the Joint Health and Safety Committee.

L21.03 The Board shall supply protective clothing and equipment to Daily Occasional Teachers (at no cost to the Teacher) who hold qualifications in an area where these items are

deemed necessary under L21.02 and have worked at least twenty (20) days in this area, during the previous school year.

ARTICLE L22.00 - HARASSMENT

L22.01 After the first year of implementation of the Harassment Policy and Procedures, a committee with Union representation will meet to review, and if necessary, make recommendations for revision(s) to the Policy and/or Procedures.

ARTICLE L23.00 - VIOLENCE PREVENTION

L23.01 The Board agrees that when the Safe Schools Policy and Procedures are reviewed, they will be reviewed by a committee which contains Union representation.

ARTICLE L24.00 - LEAVE FOR UNION BUSINESS

L24.01 Provided the program needs of the school can be met, the Board will grant the release of an Occasional Teacher from that Teacher's duties to attend to Union business if so requested by the Union.

L24.02 An Occasional Teacher released on a per diem basis in accordance with the provisions of Article L24.01 shall be paid the per diem rate that would have been paid had the Teacher been performing the scheduled teaching duties. The Bargaining Unit will reimburse the Board for the cost of Occasional Supply Teachers for daily leaves for the Bargaining Unit Business.

L24.03 Provided the program needs of the school can be met, the Board will grant the release of a Long Term Occasional Teacher from that person's duties to attend to Union business as a release Officer of the District.

A Long-Term Occasional Teacher shall be paid the per diem rate that would have been paid had the person been performing the scheduled teaching duties and the Union will reimburse the Board for any and all replacement Occasional Teacher costs.

L24.04 Notification of the name of an Officer of the District to be released in accordance with the provisions of Article L24.03 shall be given to the Associate Director, Organizational Support Services at least two (2) months prior to the requested release date.

ARTICLE L25.00 - LABOUR MANAGEMENT MEETINGS

L25.01 Upon the request of either Party, representatives shall meet for the purpose of engaging in full and effective consultation or discussion with a view to ongoing communication and resolution of any issues which may concern the Parties to the Agreement. The Parties shall develop mutually agreeable processes for this Labour

Management forum. It is intended that these discussions will occur at regularly scheduled monthly meetings during the school year.

ARTICLE L26.00 - CORRESPONDENCE

L26.01 All correspondence between the Parties arising out of the Agreement shall pass to and from the Superintendent of Human Resources or designate and the President of the Bargaining Unit or designate.

ARTICLE L27.00 - DEDUCTION AND REMITTANCE OF UNION DUES AND FEDERATION LEVY

L27.01 For each pay date on which an employee is paid, the Board shall deduct from each employee the OSSTF dues and any levies chargeable by the Bargaining Unit. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and notification shall be forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

L27.02 The OSSTF dues deducted under Article L27.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittances shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, salary for the period, and the amounts deducted.

L27.03 Levies specified by the Bargaining Unit in Article L27.01 shall be deducted and remitted to the Treasurer of OSSTF District 11, at the District Office no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, salary for the period, and the amounts deducted.

L27.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

Federation Levy

L27.05 The Bargaining Unit shall provide the Board with a copy of the motion(s) passed at a general meeting of District 11 authorizing the Board to deduct from the payroll of all members of District 11 such amount(s) as are authorized by motion. Such amount(s) shall be in the form of a one-time per year levy or a fixed percentage or dollar amount to be deducted on each pay date as set forth in the Agreement. The Board agrees to make such a deduction on the date(s) requested provided the Union motions are received by the Board at least thirty (30) days prior to the date of expected implementation. The Board shall forward the amounts so deducted to the Treasurer of OSSTF District 11 in accordance with Article L27.03.

ARTICLE L28.00 - COPIES OF THE COLLECTIVE AGREEMENT

- L28.01** The current Collective Agreement will be available through the Employee Portal.
- L28.02** The Board and the Union shall share equally the cost of printing the Agreement. The number of copies of the Agreement to be printed shall be mutually agreed to by the Union and the Board.
- L28.03** The Board shall provide a maximum of twenty-five (25) copies of the Agreement to the president at the time of printing of the Agreement.

ARTICLE L29.00 - ACCESS TO BOARD INFORMATION

- L29.01** The Board shall provide to the Union a copy of any agendas, minutes and support documents that are available to the public prior to all public Board meetings and public committee meetings.
- L29.02** The Board shall provide to the Union, by September 30th each year, a list stating the total number of days of secondary short-term and long-term occasional teaching days by Teacher for the previous school year.
- L29.03** The Board shall share pertinent information affecting the negotiation process.

ARTICLE L30.00 - PERSONAL INFORMATION

Documents Respecting Performance, Conduct or Discipline

- L30.01** Copies of any document respecting the performance, conduct or discipline of an Occasional Teacher shall be given to the Occasional Teacher.

Signature Not Approval

- L30.02** The signature of an Occasional Teacher on any document respecting the performance, conduct or discipline of that Occasional Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

Records Management and Access to Personnel File

- L30.03** The primary non-medical personnel file respecting an Occasional Teacher shall be maintained in the Human Resource Services Department of the Board, recognizing that certain non-medical personnel material may be situated at the Occasional Teacher's

school or workplace. Material in such a file shall be available to the Occasional Teacher for inspection in the presence of appropriate Board personnel at a mutually agreeable time during regular working hours.

- L30.04** An Occasional Teacher shall be provided with a copy of all materials contained in her/his personnel file when so requested. Occasional Teachers shall receive copies of any materials placed in their personnel and school or workplace files which shall normally occur within five (5) school days of the material being filed. Additional copies shall be made available to the Occasional Teacher upon request where the Occasional Teacher has misplaced his/her material.
- L30.05** Where an Occasional Teacher authorizes in writing access to her/his personnel and school or workplace files by a Union Representative acting on the Occasional Teacher's behalf, the Board shall provide such access at a mutually agreeable time during regular working hours, as well as copies of materials contained therein, if also authorized and requested.

Disputed Contents of Personnel File

- L30.06** An Occasional Teacher shall be entitled to dispute the content of documents contained in the personnel file within twenty (20) days of issuance of the document and to that end the Occasional Teacher may provide to the Board written notice of the dispute which sets forth the Occasional Teacher's opinion of the error or inaccuracy.
- L30.07** If an Occasional Teacher disputes the accuracy or completeness of information in the personnel file the Board shall, where possible, within fifteen (15) days from receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the Occasional Teacher in writing of its decision including reasons for that decision. Thereafter, disciplinary documents stand unless altered or removed as a result of a timely grievance or by virtue of the application of Article L30.09.
- L30.08** Where the Board amends information in accordance with Article L30.07, the Board shall at the request of the Occasional Teacher attempt to notify all persons who received a report based on inaccurate information.

Adverse Material to be Removed

- L30.09** Disciplinary material shall be removed from an Occasional Teacher's personnel file after two (2) discipline free years where no follow-up difficulty has occurred during the two (2) year period unless the Associate Director, Organizational Support Services determines that the discipline was for serious misconduct.

Evaluation reports (and letters of concern and letters of doubt if utilized) shall be removed from the Occasional Teacher's personnel file after six (6) years of teaching without reoccurrence of unsatisfactory performance.

Medical Information

L30.10 The Board shall keep any medical information in separate files in a secure location and in a completely confidential manner. Access to such records and information shall be confidential and strictly limited to the Board's Abilities and Wellness staff. No Information from a Teacher's medical record shall be given to any person or party unless the Teacher has provided written consent.

A Teacher may request copies of information contained in their non occupational medical record. Such a request will be submitted in writing to the Abilities and Wellness Specialist. An appointment to review the record will be made within five (5) working days from receipt of the letter. The Teacher will be provided with photocopies of any medical information requested from the record. A Teacher may request copies of information contained in their occupation medical record by sending the request directly to Workplace Safety and Insurance Board.

ARTICLE L31.00 - GRIEVANCE AND ARBITRATION PROCEDURE

Informal Discussion

L31.01 An Occasional Teacher who has a complaint relating to the interpretation, application, administration or alleged violation of the Agreement shall discuss the complaint with the Principal or immediate Supervisor in cases where there is no Principal. Such a complaint shall be brought to the attention of the Principal or immediate Supervisor within twenty (20) days after the Teacher becomes aware or should have been reasonable expected to be aware of the circumstances giving rise to the complaint. The Principal or immediate Supervisor shall meet with the Occasional Teacher and the Bargaining Unit President within ten (10) days of the complaint. The Principal or immediate Supervisor shall respond to the Occasional Teacher within five (5) days of the meeting. If the Occasional Teacher is not in agreement with the decision of the Principal or immediate Supervisor, the Union may submit a formal grievance on behalf of the Occasional Teacher at Step One. Nothing precludes a discussion taking place between the Union and a Board representative.

Step One

L31.02 Failing resolution of the complaint by informal discussion, a grievance may be submitted by the Union on behalf of the Occasional Teacher(s) as provided for herein. The Union shall commit the grievance to writing, setting out the facts of the grievance

together with the provisions of the Agreement claimed to have been violated and indicate the relief sought.

The grievance, signed by the President of the Bargaining Union or designate, shall be sent to the Superintendent of Human Resource Services or designate within twenty (20) days of the Union becoming aware of the circumstances giving rise to the grievance if the informal discussion stage is not utilized or ten (10) days after the informal discussion stage has been completed.

The Superintendent of Human Resource Services or designate will meet jointly with the Union Representative(s) within fifteen (15) days of receipt of the grievance.

The Superintendent of Human Resource Services or designate shall forward a written decision to the grievor and Union Representative within fifteen (15) days of the date on which the grievance meeting was held.

Step Two

If no settlement is reached at Step One, the Union may, within ten (10) days of receipt of the written reply of the Superintendent of Human Resource Services, refer the matter to the Associate Director, Organizational Support Services. The Associate Director, Organizational Support Services shall meet with the Union Representative(s) within ten (10) days of receipt of the written request. The Associate Director, Organizational Support Services shall respond to the grievance in writing within fifteen (15) days of the meeting.

Step Three

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) days of receipt of the response.

Arbitration

- L31.03** (a) When either Party requests that a grievance be submitted to a single Arbitrator, the request shall be conveyed in writing to the other Party to the Agreement indicating the name(s) of a proposed Arbitrator. Within ten (10) days thereafter, the other Party shall respond in writing indicating their agreement with a proposed Arbitrator or suggesting another name(s). If the Parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either Party.

Board of Arbitration

- (b) When both Parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other Party to the Agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within five (5) days inform the other Party of the name of its appointee to the Arbitration Board. The two (2) so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as

Chair of the Arbitration Board shall be made by the Minister of Labour of Ontario upon the request of either Party. If either Party fails to appoint a nominee to the arbitration board, the other Party may request the Minister of Labour to appoint such a nominee.

Decision of the Arbitrator

- (c) An Arbitrator or Board of Arbitration shall endeavour to give a decision within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the Parties and upon any employee or employees affected by it.

Powers of the Board

- (d) An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the *Labour Relations Act*.

L31.04 The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the Parties.

Discharge Grievance

L31.05 Where an Occasional Teacher has received a termination notice, the Occasional Teacher may file a grievance at Step One within ten (10) days of written notice of termination.

Policy Grievance

L31.06 The Union and the Board shall have the right to file a grievance or Policy Grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of the Agreement at Step One with the words of Step One and Two modified as appropriate.

General Guidelines

L31.07 “Days” shall mean instructional days.

L31.08 Time limits under the grievance and arbitration process are to be adhered to, although the Parties may extend any such time limits by written, mutual consent. The single Arbitrator or Board of Arbitration has the authority to extend time limits under the grievance procedure in accordance with S.48 (16) of the *Labour Relations Act*.

L31.09 If the grievor fails to act within the time limits set out at any step, the grievance will be considered abandoned.

L31.10 If the Party against whom the grievance is lodged fails to respond within the time limits, the grievance shall automatically move to the next step in the process.

L31.11 At any time of the grievance procedure either or both Parties may be represented by legal counsel so long as notification of the use of legal counsel has been submitted to the other Party at least one (1) week prior to any meeting, or such shorter time as the Parties agree.

Grievance Mediation

L31.12 Nothing in this article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and time for grievance mediation to occur.

Grievance Definition

L31.13 A grievance shall be defined as any question, dispute or difference of opinion involving the interpretation, application, administration or alleged violation of any term, provision or condition of the Agreement, including the question of whether a matter is arbitrable.

L31.14 An Occasional Teacher’s attendance at a meeting at any stage of the grievance procedure shall be without loss of pay or any other entitlement. As far as practicable, such meetings shall be held during the school day.

(See also [Central Article 5.00](#) for Grievance Process)

ARTICLE L32.00 - TERMINATION OF EMPLOYMENT

L32.01 A notice of termination of employment from the position of Occasional Teacher with the Board shall be copied to the Bargaining Unit President.

ARTICLE L33.00- DEFINITIONS

L33.01 “Occasional Teacher” means an Occasional Teacher as defined in the *Education Act*.

L33.02 “Occasional Teacher List” means a list of all Teachers qualified to teach in Ontario who have been accepted by the Board to teach as Occasional Teachers in the secondary panel.

L33.03 “Long-Term Occasional Teacher” means an Occasional Teacher who is required to teach for a period of ten (10) or more consecutive teaching days as a substitute for the same Teacher.

L33.04 “Short-Term Occasional Teacher” means an Occasional Teacher who is not a Long-Term Occasional Teacher.

L33.05 “Secondary Teachers” means the Secondary Teachers, other than Occasional Teachers, employed by the Board in its secondary panel.

L33.06 “Qualified” means qualified in accordance with *The Education Act and Regulations* made thereunder and “qualifications” has a corresponding meaning.

L33.07 “Day” means a school day unless otherwise stipulated in the Agreement.

(See Also [Central Article C3.00](#) for Definitions)

Pursuant to the Provisions of the *School Boards Collective Bargaining Act, 2014*

Memorandum of Settlement on Local Terms

BETWEEN

The Ontario Secondary School Teachers' Federation – District 11 (the "Union")

And

Thames Valley District School Board (the "Employer")

1. The parties agree that this Memorandum and the attached Appendix A constitute the basis for the full and final settlement of the local terms of the collective agreement. The parties agree to recommend these terms to their respective principals for ratification.
2. The parties will endeavour to complete the ratification process by June 26, 2020.
3. Except as provided in the attached Appendix A and in the Memorandum of Settlement respecting central terms dated April 20, 2020, the local terms of the collective agreement, and any agreement of the parties in local bargaining and as otherwise required by law, continue without amendment for the duration of the collective agreement.
4. Except as provided otherwise herein, the terms of this Memorandum and accompanying Appendix A shall be effective on the date of the ratification of these local terms pursuant to the *School Boards Collective Bargaining Act, 2014*.
5. The parties shall meet to determine the structure and content of the collective agreement within 90 days of the ratification of this Memorandum. Any dispute with respect to the terms to be included in the collective agreement, including any dispute with respect to a conflict between the local terms and the central terms, shall be referred by either party to the central dispute resolution process provided for under the central terms of the collective agreement.

Dated at London, Ontario, this 17th day of June, 2020



The Ontario Secondary School Teachers' Federation
District 11



Thames Valley District School Board



The Ontario Secondary School Teachers' Federation
District 11



Thames Valley District School Board



The Ontario Secondary School Teachers' Federation
District 11



Thames Valley District School Board


LETTER OF UNDERSTANDING #1

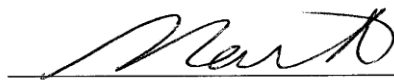
District 11 OSSTF Occasional Teachers Bargaining Unit

At the 2005 October 26 bargaining session, the following clauses in the [TBU Collective Agreement](#) were confirmed by both sides as also applying to Occasional Teachers:

- Article L1 - Recognition
- Article L2 - Term of Agreement, Renewal, and Amendment
- Article L4 - Rights and Responsibility
- Article L20 - Medical Procedures - Pupils
- Article L21 - Occupational Health and Safety
- Article L22 - Violence Protection
- Article L23 - Harassment
- Article L38 - Labour Management Meetings
- Article L39 - Correspondence
- Article L40 - Copies of the Collective Agreement
- Article L41 - Access to Board Information

Dated 2006 January 13


For OSSTF District 11 Thames Valley


For the Thames Valley District School Board

LETTER OF UNDERSTANDING #2

BETWEEN

**Thames Valley District School Board
(hereinafter called 'BOARD')**

AND

**The Ontario Secondary School Teachers' Federation District 11 Thames Valley
(hereinafter called the 'Union')**

RE: OCCASIONAL TEACHER COMPLEMENT

If the needs of the Board cannot be met by maintaining the present complement of Occasional Teachers, additional Occasional Teachers may be added to the list after consultation with the Local President in order to address:

- (i) A demonstrated need for Occasional Teachers with specific subject area qualifications.
- (ii) A demonstrated need due to the insufficient numbers of Occasional Teachers available to serve particular geographic areas.
- (iii) A need based on changes and/or limitations of on-calls or demonstration of unfilled Occasional Teacher jobs.

Dated: November 13, 2015, 3:30 p.m.


For OSSTF District 11 Thames Valley


For the Thames Valley District School Board

SCHEDULE A

OCCASIONAL SECONDARY TEACHERS ANNUAL SALARY PAY SCHEDULE

2019 – 2020

September 13, 2019	March 13, 2020
September 27, 2019	March 27, 2020
October 11, 2019	April 9, 2020
October 25, 2019	April 24, 2020
November 8, 2019	May 8, 2020
November 22, 2019	May 22, 2020
December 6, 2019	June 5, 2020
December 20, 2019	June 19, 2020
January 3, 2020	July 3, 2020
January 17, 2020	July 17, 2020
January 31, 2020	July 31, 2020
February 14, 2020	August 14, 2020
February 28, 2020	August 28, 2020

2020 - 2021

September 11, 2020	March 12, 2021
September 25, 2020	March 26, 2021
October 9, 2020	April 9, 2021
October 23, 2020	April 23, 2021
November 6, 2020	May 7, 2021
November 20, 2020	May 21, 2021
December 4, 2020	June 4, 2021
December 18, 2020	June 18, 2021
December 31, 2021	July 2, 2021

January 15, 2021	July 16, 2021
January 29, 2021	July 30, 2021
February 12, 2021	August 13, 2021
February 26, 2021	August 27, 2021

2021 - 2022

September 10, 2021	March 11, 2022
September 24, 2021	March 25, 2022
October 8, 2021	April 8, 2022
October 22, 2021	April 22, 2022
November 5, 2021	May 6, 2022
November 19, 2021	May 20, 2022
December 3, 2021	June 3, 2022
December 17, 2021	June 17, 2022
December 31, 2021	June 30, 2022
January 14, 2022	July 15, 2022
January 28, 2022	July 29, 2022
February 11, 2022	August 12, 2022
February 25, 2022	August 26, 2022



AGREEMENT

Between

THE THAMES VALLEY DISTRICT SCHOOL BOARD

and

**THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION**

DISTRICT 11

2019 SEPTEMBER 01

TO

2022 AUGUST 31

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ALPHABETICAL LIST OF KEY TERMS AND ARTICLE NUMBERS

TITLE	CENTRAL ARTICLE	LOCAL ARTICLE
Access to Board Information		L41.00
Act of Nature		L12.03
Acting Principal or Vice-Principal		L5.04
Additional Professional Assignments (APAs)		L18.00
Adoption Leave		L15.00
Amendment During Life of Agreement		L2.00
Benefits	C7.00,	L11.00
Bereavement		L16.04
Care Days		L12.03
Central Labour Relations Committee	C4.00	
Class Size/Staffing Levels	Letter #3	L19.00
Compassionate Leave		L16.09
Copies of the Collective Agreement		L40.00
Correspondence		L39.00
Creation of a New Position		L33.03
Critical Illness Leave	C8.1	
Cross-Panel Transfers		L29.18
Definitions	C3.00	L44.00
Discretionary Time		L16.02
Examination		L16.05
Family Medical Leave	C8.1	
Graduation		L16.06
Grid Placement and Increments		L8.00
Grievance/Mediation/Arbitration Process	C5.00	L43.00
Harassment		L23.00
Headships/Positions of Added Responsibility		L25.07
In-School Staffing Committee		L28.00
Jury Duty		L16.03
Labour Management Meetings		L38.00
Learning Coordinators		L25.01
Leaves of Absence	C8.00	L16.00
Length of Term/Notice to Bargain/Renewal	C2.00	
Long Term Leave of Absence		L16.16
Medical Procedures - Pupils		L20.00
Ministry/School Board Initiatives	C11.00	
No Strike or Lockout		L3.00
Occasional Teachers & PA Days	C12.00	

Occupational Health and Safety		L21.00
On-Calls		L18.00
Parental Leave		L14.00
Part Time Assignments		L34.00
Part-Time Leave		L34.02
Personal Business Leave		L16.13
Personal Information		L42.00
Personal Leave of Absence		L16.15.2
Personnel File		L42.03
Positions of Added Responsibility		L25.00
Posting of Positions		L33.04
Pregnancy Leave		L13.00
Preparation Time		L34.03
Probationary Period		L6.00
Professional Activity Days		L24.02
Provincial School's Authority/PSAT	C10.00	
Quarantine		L16.08
Recall		L32.00
Reciprocal Transfers		L29.03
Recognition		L1.00
Redundant Teachers		L31.00
Religious Holiday		L16.11
Resignation/Retirement		L7.00
Retirement Gratuities		Appendix B
Rights and Responsibilities		L4.00
RRSP		Appendix C
Salary Grids and Allowances		L9.00
Secondary Staffing Committee		L27.00
Secondments		L35.00
Self-Funded Leave		L17.00
Seniority		L26.00
Short Term Leave of Absence with Deduction of Salary		L16.15.1
Sick Leave	C9.00, Letter #1	L12.00
Structure and Content of Collective Agreement	C1.00	
Surplus Placement		L30.06
Surplus Teachers		L30.00
Teacher Temporarily In Charge		L5.02
Teaching Experience Credit		L8.06
TOSAs		L25.32
Transfers - Administrative		L29.34
Transfers - Teacher Initiated		L29.38

Union Dues and Assessments		<u>L36.00</u>
Union Release Time/Leave		<u>L37.00</u>
Violence Prevention		<u>L22.00</u>
Wedding		<u>L16.13</u>
Witness (Subpoena)		<u>L16.03</u>
Work Experience Credit		<u>L8.11</u>
Working Conditions		<u>L19.00</u>
WSIB	<u>C7.40</u>	<u>L12.00</u>

PART A CENTRAL ARTICLES

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

(See Also [Local Article L44.00](#) for Definitions)

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining

on issues of joint interest.

- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.

- ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the information discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

(See also [Central Article L43.00](#) for Grievance Process)

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.—

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for

non-union groups in accordance with an agreement between the trustees and the applicable board.

- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in

Staffing by Employee/Bargaining Group (referred to as “Appendix H”) for job classifications that are eligible for benefits.

- b) The FTE used to determine the board’s benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT’s administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards’ submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards’ benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator’s policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.

- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

(See also [Local Article L11.00](#) for Benefits, See also [Local Article L12.00](#) for Workplace Safety Insurance)

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

(See also [Local Article L13.00](#) for Pregnancy Leave Benefits)

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDLP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDLP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDLP.
- v. When Teachers use any part of an STLDLP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDLP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and

STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

(See also [Local Article L12.00](#) for Sick Leave)

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.

- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

(See also Local [Agreement Appendix B](#) for Retirement Gratuities)

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: No <input type="checkbox"/> Yes <input type="checkbox"/>	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:								
Employee ID:	Telephone No:								
Employee Address:	Work Location:								
1. Health Care Professional: The following information should be completed by the Health Care Professional									
Please check one: <input type="checkbox"/> Patient is capable of returning to work with no restrictions. <input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3									
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.									
First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____								
Date of Assessment: dd mm yyyy									
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.									
PHYSICAL (if applicable)									
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):								
Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand								
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping								
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching								
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):								

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy			

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

LETTER OF AGREEMENT #1

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2014.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

(See also [Local Article L12.00](#) for Sick Leave)

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
 - a) Local parties may agree to amend local collective agreement class size language_ to accommodate the change in maximum average class size to 23:1.

- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;

- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF—provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be

designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).

- b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent

positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the

review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of

the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.

- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or

distributed in cash, but may be used, as determined by the Trust to:

- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
- b. Fund claims stabilization or other reserves;
- c. Improve plan design;
- d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

HISTORICAL APPENDIX OF CENTRAL TERMS – FOR REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6)

weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year. Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

(See also [Local Article L13.00](#) for Pregnancy Leave Benefits, See also [Local Article L12.00](#) for Workers Safety Insurance, See also [Local Article L12.00](#) for Short Term Paid Leaves, See also [Local Article L7.00](#) for Retirement, See also [Local Agreement Appendix B](#) for Retirement Gratuities)

PART B LOCAL ARTICLES

- BETWEEN -

The Thames Valley District School Board

- AND -

The Ontario Secondary Teachers' Federation - District #11

ARTICLE L1.00 - RECOGNITION

- L1.01 The Board, being the Thames Valley District School Board (hereinafter referred to as "the Board") recognizes the Ontario Secondary School Teachers' Federation (O.S.S.T.F.) (hereinafter referred to as "the Union") as the bargaining agent for all Teachers employed by the Board in its secondary panel according to the Education Act and its Regulations (including Learning Co-ordinators), Secondary Occasional Teachers and Continuing Education Teachers.
- L1.02 The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- L1.03 The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any OSSTF advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent the Teachers in all matters pertaining to the negotiation and administration of the Agreement.
- L1.04 The Board further recognizes the right of OSSTF to represent a member at the member's request at any meeting when the conduct or competence of the member is being considered. The Board or school/worksite administrator shall notify the member of his/her right to Union representation.
- L1.05 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.
- L1.06 The Union recognizes the Negotiating Team of the Board as officially authorized to negotiate on the Board's behalf.
- L1.07 The Union recognizes the right of the Board to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of the Agreement.

ARTICLE L2.00 - AMENDMENT DURING LIFE OF AGREEMENT

- L2.01 No changes can be made to the Agreement without the written consent of the parties; nor can any changes be made to the Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

ARTICLE L3.00 - NO STRIKE OR LOCKOUT

- L3.01 There shall be no strike or lockout during the term of the Agreement. The terms "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act*.

ARTICLE L4.00 - RIGHTS AND RESPONSIBILITIES

Management Rights

- L4.01 The Parties recognize the right and obligation of the Board to exercise its management rights and functions including the right and obligation of the Board to manage the affairs of the Board in all respects and to carry out such responsibilities of the Board which are not specifically abridged or amended or limited by the terms of the Agreement and which are in compliance with the prevailing statutes and regulations.
- L4.02 In the event that the Government of Ontario passes or amends Statutes and/or Regulations and/or Guidelines/Formula that, in the opinion of either party, impact on the operation of the Agreement the parties shall meet within fifteen (15) days of the written request of either party to discuss such impact.
- L4.03 The parties shall attempt, in accordance with the provisions of Article L2.01, to address the concerns raised under Article L4.02. It is understood and agreed that any such modification(s) will be in compliance with the change(s) identified under the provisions of Article L4.02.
- L4.04 Should the parties fail to reach agreement within fifteen (15) days, the Board will effect such changes as it deems necessary to bring the Agreement into compliance with the new or amended Statute(s) and/or Regulation(s) and/or Guideline(s)/Formula.

Just Cause

- L4.05 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of the Agreement. The Board agrees that no Teacher shall be disciplined, demoted or discharged without just cause. It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the termination of probationary Teachers.

- L4.06 Matters related to the discipline or termination of a Teacher shall be communicated in writing between the Parties. The Teacher shall have the right to Union representation throughout the process.
- L4.07 In the case where the Teacher is terminated during or at the conclusion of a performance evaluation process, termination with the reasons therefore shall be given on or before May 31 for effect on August 31 following or on or before November 15 for effect on a date that is the next natural break in the school year calendar of the applicable school. In all other cases, termination for just cause shall take effect upon the date determined by the Board subject to any relevant provisions of the *Education Act* and *Regulations*.
- L4.08 A Teacher receiving benefits from the Long Term Disability Plan shall remain employed by the Board for a period of two (2) years, which may be extended:
- (i) For an additional three (3) years if the Teacher's physician provides annually to the Abilities and Wellness Officer, in writing, a prognosis that the physician believes the Teacher may return to teaching or some other occupation prior to the end of the three (3) years or
 - (ii) An additional period of time beyond the period set out in (i) if approved by the Superintendent of Human Resources.

Should the Teacher's employment cease because the extension has not been provided, or the extension period has expired, the Teacher shall be entitled to severance of 2 weeks per year of employment.

Such a termination shall only occur by mutual agreement of the Board, the Union, and the Teacher.

No Penalty For Lawful Union Activity

- L4.09 The Board agrees not to penalize or discriminate against any Teacher for participating in the lawful activities of the Union, including exercising any rights under the Agreement or the prevailing statutes of Ontario.

No Discrimination

- L4.10 The Board and the Teachers agree that there shall be equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender expression, gender identity, age, record of offences, marital status, family status or disabilities as those terms are defined in the *Ontario Human Rights Code*.

Board To Provide Insurance

- L4.11 The Board shall provide adequate insurance protection for Teachers against risks arising in the course of their employment that may involve pecuniary loss or liability on the part of Teachers covered by the Agreement.

Working for Another Employer

- L4.12 A Teacher covered by the Agreement, also employed by another school board, whose duties with the boards are in conflict, shall first fulfill all obligations to the Thames Valley District School Board.

ARTICLE L5.00 - REPLACEMENT OF PRINCIPALS/VICE-PRINCIPALS

- L5.01 Except as specified in Article L5, Teachers will not normally be assigned administrative duties regularly performed by management.

Teacher Temporarily in Charge

- L5.02 In the event of all management personnel having to leave the school, a Teacher must be designated as Teacher Temporarily in Charge by the Principal or Vice-Principal. Such Teacher will normally be a person holding a position of added responsibility within the school or holding the qualifications to assume the role of Vice Principal or Principal. No Teacher will be required to assume the role of a Teacher Temporarily in Charge.
- L5.03 For periods of up to five (5) days or less, the Teacher designated under Article L5.02 will be responsible for the school in emergency situations. At no time will the Teacher Temporarily in Charge be responsible for the day to day administrative duties regularly performed by management.

Acting Principal or Vice-Principal

- L5.04 Should a Principal or Vice-Principal be absent from his/her duties for a period greater than five (5) days or there be an unfilled position, the Board may appoint a Teacher to the position of Acting Principal or Acting Vice-Principal, as the case may be. Such appointment will not exceed twenty (20) teaching months.
- L5.05 The Board shall notify the Union of the names of all Teachers appointed to the position of Acting Principal or Acting Vice-Principal under the provisions of Article L5.04, and shall notify the Union of the date when the appointment becomes permanent or the Teacher returns to the teaching position.

- L5.06 A Teacher appointed under the provisions of Article L5.04 shall assume the duties of the administrator, except for those related to discipline of Teachers or to Teacher Performance Appraisal, and shall be replaced by an Occasional Teacher.
- L5.07 The Teacher shall receive the same salary and be entitled to the same working conditions as other Principals or Vice-Principals who have the same administrative experience and hold an equivalent position with the Board.
- L5.08 A Teacher in an Acting Principal or Acting Vice-Principal position shall continue as a member of the Union with all rights and privileges subject to any modifications indicated in the Agreement.
- L5.09 The Teacher in an Acting Principal/Vice-Principal role shall be entitled to return to the Teacher's former position if it still exists, or a comparable position if it does not, in accordance with the surplus/redundancy provisions of the Agreement.
- L5.10 A Teacher in an Acting Principal or Acting Vice-Principal position shall continue to accrue seniority and have Union dues and the levy(ies) deducted.
- L5.11 A Teacher appointed under the provisions of Article L5.02 or L5.04 shall be covered by the Board's liability insurance in the same manner and to the same extent that a Principal or Vice-Principal is covered.

ARTICLE L6.00 - PROBATIONARY PERIOD

- L6.01 A newly hired Teacher shall serve a probationary period of ten (10) months with an extension of the period by a length of time in month(s) for absences in excess of twenty (20) teaching days in that ten (10) month period.
- e.g. The probationary period for a Teacher absent thirty-five (35) days in a ten (10) month probationary period will be extended to the end of the eleventh (11th) teaching month provided said Teacher is in regular attendance during that eleventh (11th) month.
- L6.02 Notwithstanding Article L6.01, a probationary Teacher who has received two (2) satisfactory performance appraisals shall be deemed to have served their probationary period.

ARTICLE L7.00 - RESIGNATION/RETIREMENT DATES

Resignation/Retirement from a Teaching Position

- L7.01 A Teacher may resign or retire on the last day of any given month, provided the Teacher submits their written notice to the Board by the first day of that particular month.

To minimize impact on students, resignations or retirements on January 31, June 30, July 30 or August 31 are preferred.

- L7.02 Teachers requesting retirement for a date other than those defined in Article L7.01 shall observe the deadlines defined in Article L7.01 and shall include with their retirement notice a request for a leave commencing at the beginning of the semester/term immediately preceding their retirement date and terminating with retirement.

Resignation from a Position of Responsibility

- L7.03 A Teacher who wishes to resign from an in-school position of responsibility, as established in Article L27, and yet maintain his/her teaching position may do so by giving written notice to the Board according to the following:

- (a) To resign effective September 01, on or before the last preceding 15th day of April; or
- (b) To resign effective January 31, or at the end of Semester I, on or before the last preceding 30th day of November.

- L7.04 A Learning Co-ordinator who wishes to resign from a Learning Co-ordinator's position and return to his/her teaching position effective September 01 may do so by giving written notice to the Board on or before the last preceding 15th day of April. The Learning Co-ordinator will be placed according to the provisions of Articles L25.02 through L25.06.

(See also [Central Article C6.00](#) for Vested Retirement Gratuities, See also [Central Letter of Agreement #6](#) for Retirement Gratuities, See also [Local Agreement Appendix B](#) for Retirement Gratuities)

ARTICLE L8.00 - GRID PLACEMENT AND INCREMENT

Certification Rating Statement

- L8.01 Teachers shall be placed, for salary purposes, in the appropriate categories as certified by the OSSTF.
- L8.02 Notwithstanding Article L8.01, Teachers employed with an Interim Certificate of Qualification shall be placed in the salary group for which they are eligible as determined by a Letter of Evaluation from the OSSTF.
- L8.03 Any Teacher who was placed in Category 2, 3 or 4 in accordance with Article L8.02 and who, after twelve (12) months from the effective date of appointment, has not provided

the Human Resource Services Department with a Certification Rating Statement shall be placed in Category 1 until such time as the Certification Rating Statement is produced.

- L8.04 A Teacher who has neither an OSSTF Certification Rating Statement nor a Letter of Evaluation issued by the OSSTF Certification Department shall be placed in Category 1 until such time as the necessary documentation is provided to the Human Resource Services Department.

Change in Salary Category

- L8.05 In order to be placed in a higher salary category, the Teacher shall [submit to the Human Resource Services Department](#) the required Certification Rating Statement from the Ontario Secondary School Teachers Federation.
- (a) If the work for the higher qualification was completed between January 01 and August 31 (both dates inclusive) then the salary increase will become effective on September 01 of the same year in which the work was completed provided documentation specified in Article L8.05 is received on or before June 30 of the following year.
 - (b) If the work for the higher qualification was completed between September 01 and December 31 (both dates inclusive) then the salary increase will become effective on January 01 of the year following the one in which the work was completed provided documentation specified in Article L8.05 is received on or before June 30.
 - (c) Notwithstanding the foregoing, if through no fault of the Teacher confirming documents are delayed beyond the required date, the appropriate adjustment will be made retroactive to the applicable date.

Definition of Allowable Teaching Experience

- L8.06 Effective 1999 September 01, teaching experience for salary purposes is defined as:
- (a) post-certification teaching in a publically-supported elementary or secondary school, a board recognized privately-supported school, college, university, technical institute, professional school, trade school, or other educational organization or institution.
 - (b) pre-certification teaching in an elementary or secondary school on a Letter of Permission.
 - (c) continuing education teaching after 1996 August 31, excluding night school teaching and summer school teaching, credited as point one seven (0.17) year for every credit taught to a maximum of one (1) year in any school year.

- (d) effective 2008 September 01, until August 31, 2019, continuing education teaching including night school teaching and summer school teaching credited as point one seven (0.17) year for every credit taught to a maximum of one (1) year in any school year. For experience gained after August 31, 2019, continuing education teaching including night school teaching and summer school teaching credited as point one seven (0.17) year for every credit taught.
- (e) Effective 2020 September 01, Teaching experience with the Board shall be recognized such that twenty (20) days of accumulated post-certification experience in Ontario shall equate to one-tenth of a year of credit. All credited experience shall be maintained for subsequent teaching assignments.
- (f) effective 2008 September 01, occasional teaching within TVDSB, for Teachers hired on or after 1998 September 01 credited as point one (0.1) year of experience for every twenty (20) days of teaching up to a maximum of one (1) year in any school year.

L8.07 Teaching experience for salary purposes does not include university teaching that is concurrent with university studies.

L8.08 Teaching experience, for salary purposes, shall be credited annually on September 1.

Allowance for Previous Part-Year and Part-Time Teaching Experience

L8.09 Part-year teaching experience shall be credited in the ratio of days worked to one hundred and ninety-four (194). Part-time teaching experience shall be credited in the ratio of the sum of day fractions worked divided by one hundred and ninety-four (194). Part-year and part-time experience credit shall be expressed in tenths rounded to the nearest tenth.

Credit for Directly Related and Military Experience and Pre-Certification Teaching

L8.10 GENERAL

- (a) An allowance shall not be granted for related experience if the period claimed by a Teacher was concurrent with military service credited to the Teacher by the Teacher's Pension Plan Board, a post-graduate program or other university studies.
- (b) No part-month related experience shall be credited for salary purposes.

TRADE OR WORK EXPERIENCE

L8.11 (a) The following types of full-time experience shall be credited as directly related experience:

- (i) Years of employment in a vocation, profession or trade related to the university degree obtained from an accredited university and to the teaching responsibilities to be assumed.
 - (ii) Trade or work experience of technical Teachers, other vocational and occupational Teachers, beyond six (6) years or the number of years required for admission to an Ontario College of Education, whichever is less, as certified by a Statement of Acceptability supplied by the Faculty of Education concerned.
 - (iii) No type of part-time related trade or work experience shall be recognized for salary purposes.
- (b) For the purpose of directly related experience, a working year shall mean twelve (12) months of full-time related experience. Each part-year period of related working experience shall be at least four (4) full working months or four-twelfths (4/12) of a working year before it may be credited. Such part-year periods of related work experience distributed over more than one (1) working year of twelve (12) months and amounting, for each part-year period, to at least four (4) full working months may be added together and calculated in twelfths (12^{ths}).

PRE-CERTIFICATION TEACHING

- L8.12 (a) Teaching experience obtained in an organization or institution other than an elementary or secondary school before securing basic certification shall be credited for salary purposes, subject to the provisions of this article.
- (b) A working year shall mean the equivalent of ten (10) full-time months of such pre-certification teaching experience.
- (c) Part-year and/or part-time pre-certification teaching shall be credited as outlined in Article L8.20 (a)

MILITARY EXPERIENCE

- L8.13 Credit shall be granted to eligible Teachers for military service credited to them by the Teachers' Pension Plan Board, and for which receipts are produced verifying contribution to the Teachers' Pension Fund.

ALLOWANCE ON SALARY GRID

- L8.14 (a) Effective September 1, 2004, subject to a maximum credit of ten (10) years of experience on the salary grid, each year of directly related and/or military experience shall be converted to one year on the salary grid.

- (b) The resulting credit shall be rounded upward to the nearest tenth (10th) of a year.

Placement and Progression on the Salary Grid

- L8.15 All Teachers shall be placed at the appropriate level of experience effective September 01 in the school year in which they are hired. Teachers employed by the Board prior to 1999 September 01 will maintain the entitlement to grid placement that they had under a predecessor Board Agreement.

PROGRESSION ON THE SALARY GRID

- L8.16 The year level of experience shall advance on September 01 each year for full-time Teachers continuing on staff whose service during the previous school year:
- (a) Extended from September 01 to June 30, and was not interrupted by a leave of absence without pay B one (1) full year,
 - (b) Extended for only part of the school year - the fraction of the next year level that the number of full months during which salary was received is of ten (10).

Implementation

- L8.17 Subject to the grievance procedure, the Associate Director, Organizational Support Services or designate, shall be responsible for determining which types of experience are eligible to be granted in accordance with Articles L8.06 and L8.10.
- L8.18 No adjustment shall be retroactive beyond September of that current year unless it is demonstrated that the adjustment corrects an error of the Board.
- L8.19 The regular salary of a full-time Teacher shall be calculated by:
- (a) placing the Teacher in the documented group on the salary grid at a level equal to the sum of the Teacher's years of approved:
 - i) teaching experience, as of September 01 each year, and
 - ii) converted directly related and/or military experience, as provided for in Article L8.10, subject to the maximum number of years allowable for the particular salary category, and
 - (b) adding to the amount determined in (a) the allowance for any approved extra degree, and any responsibility allowance to which the Teacher is entitled.

PART-TIME/PARTIAL YEAR TEACHERS

- L8.20 (a) For experience gained during the 1998-99 school year and thereafter, Teachers on a part-time assignment shall receive credit for part-year experience equivalent to their full-time equivalent contractual status during their previous school year correct to one (1) decimal place, rounded to the nearest tenth (10th).
- (b) Effective 2002 September 01, Teachers on a part-time assignment shall receive the percentage of grid salary and allowances equal to the percentage that their assignment is to that of a full-time Teacher correct to five (5) decimal places.
- (c) Part-time Teachers who are employed for less than half ($\frac{1}{2}$) a school year, as defined in Article L19.08, shall be paid a per diem rate calculated in accordance with Article L8.20 (b). These amounts shall be paid on the same schedule as regular day school Teachers.
- (d) Teachers who are employed part-time or for part of the school year shall receive a letter prior to commencing a new assignment which shall delineate their term of assignment and the percentage equivalence of the assignment. Upon completion of their teaching assignment such Teachers shall, for the purpose of salary administration and Teacher benefits, be deemed to be on a leave of absence without pay for the remaining part of the school year.

TEACHERS ON, GOING ON, OR RETURNING FROM LEAVE

- L8.21 (a) The salary of Teachers on, or going on a leave of absence with pay, and of Teachers returning from any kind of leave, shall be calculated according to the current schedule subject, however, to the policies under which their leave was granted.
- (b) Teachers who leave the employ of the Board will be paid any salary owed up to and including the last day under contract. Such salary shall be received within three (3) weeks of the last day worked.
- (c) Where a Teacher works only a part of the school year, the Teacher shall be paid a salary in the proportion that the number of days which the Teacher works bears to the total number of days in the school year according to the school calendar.

ARTICLE L9.00 - SALARY GRIDS AND ALLOWANCES

Teacher Salary Grids

- L9.01 All salaries, wage rates and allowances generally accepted as pensionable earnings will be increased by 1% on 2019 September 01, 1% on 2020 September 01 and 1% on 2021 September 01

L9.02 a) The following salary grid represents the annual salary rate effective 2019 September 01:

	CAT. I	CAT. 2	CAT. 3	CAT. 4
0	46,773	48,839	52,901	55,985
1	49,526	52,301	56,466	59,944
2	52,881	55,843	60,036	63,894
3	56,280	59,356	63,896	68,033
4	59,620	62,897	67,986	72,570
5	62,990	66,374	72,079	77,106
6	66,331	69,904	76,167	81,643
7	69,719	73,415	80,254	86,179
8	73,074	76,928	84,347	90,714
9	76,458	80,458	88,435	95,251
10	81,702	83,967	95,352	100,966

b) The following salary grid represents the annual salary rate effective 2020 September 01.

	CAT. I	CAT. 2	CAT. 3	CAT. 4
0	47,241	49,327	53,430	56,545
1	50,021	52,824	57,031	60,543
2	53,410	56,401	60,636	64,533
3	56,843	59,950	64,535	68,713
4	60,216	63,526	68,666	73,296
5	63,620	67,038	72,800	77,877
6	66,994	70,603	76,929	82,459
7	70,416	74,149	81,057	87,041
8	73,805	77,697	85,190	91,621
9	77,223	81,263	89,319	96,204
10	82,519	84,807	96,306	101,976

- c) The following salary grid represents the annual salary rate effective 2021 September 01:

	CAT. 1	CAT. 2	CAT. 3	CAT. 4
0	47,713	49,820	53,964	57,110
1	50,521	53,352	57,601	61,148
2	53,944	56,965	61,242	65,178
3	57,411	60,550	65,180	69,400
4	60,818	64,161	69,353	74,029
5	64,256	67,708	73,528	78,656
6	67,664	71,309	77,698	83,284
7	71,120	74,890	81,868	87,911
8	74,543	78,474	86,042	92,537
9	77,995	82,076	90,212	97,166
10	83,344	85,655	97,269	102,996

Administrative Allowances

L9.03 LEARNING CO-ORDINATOR

- (a) A Teacher in the role of Learning Co-ordinator shall receive, in addition to the applicable grid salary set forth in Article L9.01 and post graduate degree allowance, if applicable, as set forth in Article L9.06, an allowance as set forth below:

Effective Date	Step 0	Step 1	Step 2
2019 September 01	5977	6641	7305
2020 September 01 *	6037	6707	7378
2021 September 01	6097	6774	7452

- (b) Notwithstanding Article L9.03 (a), any Teacher in the position of Learning Co-ordinator shall continue to receive the annual salary and allowance which the Teacher was receiving on 1998 September 01 unless the Teacher would be entitled to a higher amount under Article L9.03 (a), in which case Article L9.03 (a) shall apply.
- (c) Teachers covered by Article L9.03 (a) shall be placed at the step reflective of their previous experience in a predecessor Board plus any experience in the position of Learning Co-ordinator with the Board.

L9.04 DEPARTMENT HEADS/ASSISTANT HEADS/COMPUTER FACILITATOR**(a) DEPARTMENT HEADS**

Teachers in the position of Department Head shall receive in addition to the applicable salary grid amount set forth in Article L9.01 and post graduate degree allowance, if applicable, as set forth in Article L9.06, an allowance as set forth below:

Effective Date	I (7-17 Sections)	II (18-29 Sections)	III (30-41 Sections)	IV (42 or Greater)
2019 September 01	1696	2625	3556	4483
2020 September 01*	1713	2651	3592	4528
2021 September 01	1730	2678	3628	4573

*1% of earned wages on the above grid will be paid throughout the school year.

(b) Each school shall have a Department Head of Guidance and a Department Head of Library and the allowance for each position will be not less than \$1,606.

(c) ASSISTANT HEADS

Teachers in the position of Assistant Head shall receive, in addition to the applicable grid amount set forth in Article L9.01 and post graduate degree allowance, if applicable, as set forth in Article L9.06, an allowance as set forth below:

Effective Date	Allowance
2019 September 01	1327
2020 September 01	1340
2021 September 01	1353

(d) COMPUTER FACILITATOR

Teachers in the position of Computer Facilitator shall receive, in addition to the applicable grid amount set forth in Article L9.01 and post graduate degree allowance, if applicable, as set forth in Article L9.06, an allowance as set forth below:

Effective Date	Allowance
2019 September 01	1560
2020 September 01	1576
2021 September 01	1592

(e) **IMPACT OF FUNDING FORMULA**

It is understood and agreed by the Parties that the total amount payable under Article L9.04 (a) to (d) inclusive shall not exceed the amount contained in the Department Head line of the Ministry of Education and Training Funding Formula for the relevant school year. Unless otherwise agreed by the Parties, it is recognized that this may require an adjustment upwards or downwards in the amount of the allowances set forth in Article L9.04 (a) to (d) inclusive.

L9.05 ATHLETIC CO-ORDINATORS

Teachers in the position of Athletic Co-ordinator shall receive, in addition to the applicable grid amount set forth in Article L9.01 and post graduate degree allowance, if applicable, as set forth in Article L9.06, an allowance as set forth below:

Effective Date	Allowance
2019 September 01	2658
2020 September 01*	2685
2021 September 01 (+1.0%)	2712

Post Graduate Degree Allowances

L9.06 Effective 1999 September 01 there will be a one (1) time payment to a Teacher not eligible for an allowance under the provisions of Articles L9.07 or L9.08 of five hundred dollars (\$500) for the successful completion of a Masters degree or Doctorate degree (from an accredited Canadian University or equivalent) payable on September 01 following receipt of an OSSTF Certification Rating Statement with seal certifying that none of the graduate courses comprising the extra degree has been used in determining the certification grouping.

Effective 2015 September 01 the degree allowance will be as set forth below:

Post Graduate Degree Allowance	
Effective Date	Allowance
2019 September 01	669
2020 September 01	676
2021 September 01	683

L9.07 Any Teacher in receipt of an extra degree allowance from the Board prior to 1999 September 01 shall continue to receive said allowance.

- L9.08 Any Teacher employed by the Board during the 1998-99 school year not eligible for an allowance under Article L9.07 but who completed a Masters degree or Doctorate degree (from an accredited Canadian University or equivalent) prior to 1999 September 01 shall receive an allowance in accordance with the terms of the relevant predecessor Board Agreement provided an OSSTF Certification Rating Statement with seal certifying that none of the graduate courses comprising the extra degree has been used in determining the certification grouping and proof that the degree was completed prior to 1999 September 01 is received by the Human Resource Services Department.
- L9.09 A list of Teachers eligible for an allowance under Articles L9.07 and L9.08 with the respective amount payable to each Teacher will be maintained by the Board. Only Teachers whose names appear on this list are eligible to receive an on-going post graduate degree allowance.
- L9.10 A Teacher shall only be required to reconcile an overpayment for the twelve (12) month period prior to an error being discovered.

The Board shall only be required to reconcile an underpayment for the twelve (12) month period prior to an error being discovered.

Any overpayment reconciliation plan shall be with the mutual agreement of the Union and the Teacher. Any underpayment shall be made on the next possible pay date or in a manner mutually agreeable to the Union and the Teacher.

ARTICLE L10.00 - SALARY ADMINISTRATION

- L10.01 Annual salaries for Teachers teaching an entire school year shall be paid in twenty-six (26) instalments, all of which shall be one twenty-sixth (1/26) of the annual salary, according to the schedule mutually agreed to and posted on the employee portal. Teachers teaching less than an entire year will have adjustments made to their salary instalments such that they receive pro rata salary based on the percent of the school year for which salary is earned.
- L10.02 Annual salaries for Teachers reducing their teaching time effectively September 01 in accordance with Article L34.2 shall be paid in twenty-six (26) instalments, all of which shall be one twenty-sixth (1/26) of the annual salary, according to the schedule mutually agreed to and posted on the employee portal.
- L10.03 Annual salaries for part-time Teachers teaching an entire school year shall be paid in twenty-six (26) installments on a pro rata salary based on the semestered full-time equivalency (FTE), according to the schedule mutually agreed to and posted on the employee portal.

- L10.04 Salary instalments shall be payable on the second Friday after the previous pay date, except where the pay date falls on a statutory holiday, in which case the pay date will be the last banking day preceding that statutory holiday.
- L10.05 Notwithstanding the provisions of Article L10.04, any Teacher who retires, resigns or commences a Pregnancy Leave during the period June 30 to August 31 shall have the annual salary to which she/he is entitled for the previous school year paid in full on the pay date following the date of retirement, resignation or commencement of the leave, as the case may be, provided sufficient notice is received by Payroll Services to effect such a payment.
- L10.06 The payment shall be deposited electronically at the financial institution of the Teacher's choice and payment information shall be maintained in the Employee Portal which can be printed by the Teacher. In addition, upon written request by the Teacher, the Board shall provide to the Teacher a written copy of the payment information maintained in the Teacher's Employee Portal.
- L10.07 The Teacher may change the financial institution referred to in Article L10.06 no more than once a year by providing the Board with notice in writing at least thirty (30) days in advance of the effective date of change.
- L10.08 For the purpose of deduction from salary for time not worked, the salary shall be considered to be disbursed over the number of days prescribed in Article L19.08 plus the following statutory holidays: New Year's Day, Good Friday, Easter Monday, Queen's Birthday, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day, and any other holiday declared a statutory holiday.
- L10.09 For the purposes of reporting hours worked for Employment Insurance, the Employer shall record each full work day as eight (8) hours worked.

ARTICLE L11.00 - BENEFITS

- L11.01 Teachers shall have access to the Board's Employee and Family Assistance Plan at no cost to the Teacher.

(See also [Central Article C7.00](#) for Benefits)

ARTICLE L12.00 - SICK LEAVE

Sick Leave With Full Salary

L12.01 A Teacher, where required, shall provide to the Board evidence of illness reasonably satisfactory to the Employer stating the dates of absence and the reason therefore. Any costs of a medical certificate shall be borne by the Board.

The Teacher may be required to undergo a medical examination by a physician selected by the Board. Should the Board deem this necessary, the costs of the medical examination shall be borne by the Board.

L12.02 The Board shall maintain a record of each Teacher's credited and accumulated sick leave and shall maintain the record in the Employee Portal which can be printed by the Teacher. In addition, upon written request by the Teacher, the Board shall provide to the Teacher a written copy of the credited and accumulated sick leave record maintained in the Teacher's Employee Portal.

- L12.03 a) A Teacher may be granted up to five (5) days leave per school year with no deduction of sick leave credit(s) where it is necessary for the Teacher to care for a child, parent, partner or family member for which the Teacher is the legal guardian of personal care. This includes paternity leave and adoption.
- b) A Teacher who is unavoidably absent due to a local act of nature over which no one has control may be granted up to three (3) school days leave per school year with no deduction of sick leave credit(s). A Teacher may apply in writing to the Associate Director, Organizational Support Services or designate for an increase in the maximum allowable days under this section. It is understood as agreed to under the Central agreement Letter of Agreement #6 that the combined maximum number of days for care days and act of nature days is five (5) days per school year. The days shall not be used for the purpose of sick leave nor shall they be accumulated from year to year.

Workers' Safety Insurance

L12.04 A teacher who is unable to perform the Teacher's regular duties because of a condition compensable under the Workplace Safety and Insurance Act shall receive such benefits as awarded by WSIB. In addition to WSIB benefits, the Board shall provide for a top-up such that the Teacher shall receive full salary and benefits.

- c) The top-up amount shall be paid for a maximum of four years and six months.

- d) If, as a result of an accident, an employee received benefits under the Workplace Safety and Insurance Act, 1997 in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- e) The Teacher will comply with all directions given by W.S.I.B. as it relates to the benefit program. Failure to comply will result in the stoppage of any further payments by the Board to the Teacher.

L12.05 A Teacher must provide at least five (5) teaching days notice to the Board of their intent to return to their position following a prolonged illness and whose position is being temporarily filled by a Long Term Occasional Teacher.

(See also [Central Article C9.00](#) for Sick Leave, See also [Central Letter of Agreement #1](#) for Sick Leave, See also [Central Letter of Agreement #6](#) for WSIB)

ARTICLE L13.00 - PREGNANCY LEAVE

Pregnancy Leaves shall be granted in accordance with the provisions of *The Employment Standards Act, R.S.O. 2000*, as amended. Complications relating to the pregnancy or birth of the child, miscarriage, premature birth and still birth are covered in detail by the statute. Specific questions relating to any of these areas should be referred to the Associate Director, Organizational Support Services or designate.

L13.01 The Board shall grant to a pregnant Teacher, who has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Pregnancy Leave of seventeen (17) weeks or such shorter leave as the Teacher requests. The leave may commence any time within the seventeen (17) weeks prior to the expected date of birth but in no case later than the expected date of birth. (For mutually agreed to extensions of related leaves see Article L14.13 Parental Leave).

L13.02 Requests for Pregnancy Leave shall be made in writing on the Application for Pregnancy Leave/Parental Leave Form and submitted to the Associate Director, Organizational Support Services or designate as far in advance as possible but in no case any later than two (2) weeks before the expected date of birth.

L13.03 The written request for a Pregnancy Leave shall contain:

- (a) the start date of the Pregnancy Leave, and
- (b) the end date of the Pregnancy Leave.

L13.04 The Board may request a completed Medical Certificate from a legally qualified medical practitioner indicating the expected date of delivery.

L13.05 A Pregnancy Leave shall be without salary or allowances.

L13.06 Pregnancy Leave Benefits

- a) The employer shall provide for permanent teachers who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.

A Teacher qualifying for such a leave, and who is entitled to a SEB top up, shall not be financially disadvantaged by the reduced waiting period for EI benefits.

- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- d) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP. [Proof of declined E.I. Benefits will need to be submitted to Human Resources]
- e) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- f) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- g) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- h) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- i) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

- j) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

L13.07 The duration of the plan referred to in Article L13.06 shall coincide with the term of the Agreement. For the purpose of Article L13.06 Teacher's weekly earnings are 5/194 of the Teacher's annual salary.

L13.08 The Board shall continue to pay its normal share of premiums for such benefits under Article L11 as the Teacher is currently enrolled in, for that part of the statutory seventeen (17) week Pregnancy Leave taken by the Teacher.

L13.09 The Teacher may opt not to continue benefits during the leave period by providing written notice to the Associate Director, Organizational Support Services or designate that the Teacher does not intend to pay her share of contributions. Upon returning to work the Teacher's benefits will be reinstated.

L13.10 Provided that such alteration does not contravene the provisions of the Act, a Teacher may alter the requested start date of a Pregnancy Leave:

- (a) to an earlier date if the Teacher gives the Associate Director, Organizational Support Services or designate at least two (2) weeks written notice before the earlier start date; or
- (b) to an earlier date due to the complications caused by pregnancy or because of a miscarriage, premature birth or still birth and the Teacher provides the Associate Director, Organizational Support Services or designate with written notice and medical certification within two (2) weeks after the employee starts the leave; or
- (c) to a later date if the Teacher gives the Associate Director, Organizational Support Services or designate at least two (2) weeks written notice before the date the leave was to begin.

L13.11 A Teacher may alter the requested termination of a Pregnancy Leave:

- (a) to an earlier date if the Teacher gives the Associate Director, Organizational Support Services or designate at least four (4) weeks written notice before the earlier termination date; or
- (b) a later date if the Teacher gives the Associate Director, Organizational Support Services or designate at least four (4) weeks written notice before the leave was

to end and the later date does not contravene the provisions of *The Employment Standards Act*.

L13.12 A Teacher returning from a Pregnancy Leave shall return to the position most recently held unless the Teacher would otherwise have been declared surplus or redundant to the system in which case the provisions of Articles L30, L31 and L32 - Surplus, Redundant Teachers and Recall - shall apply.

(See also [Central Letter of Agreement #6](#) for Pregnancy Leave Benefits)

ARTICLE L14.00 - PARENTAL LEAVE

Parental Leaves shall be granted in accordance with the provisions of Section 48 of *The Employment Standards Act, R.S.O. 2000*, as amended.

L14.01 The Board shall grant to a Teacher who becomes a parent, provided said Teacher has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Parental Leave.

L14.02 A mother requesting a Parental Leave must commence that leave on the date following the conclusion of her Pregnancy Leave.

L14.03 The other parent requesting a Parental Leave may commence that leave anytime within the seventy-eight (78) week period following the actual date of birth. The request may be for up to sixty-one (61) weeks if a pregnancy leave has been taken and for up to sixty-three (63) weeks if a pregnancy leave has not been taken. The term "other parent" includes a person who intends to care for the child.

L14.04 Requests for Parental Leave shall be made in writing on the Application for Pregnancy Leave/Parental Leave Form and submitted to the Associate Director, Organizational Support Services or designate as far in advance as possible but in no case any later than two (2) weeks before the requested start date of the leave.

L14.05 The written request for a Parental Leave shall contain:

- (a) the commencement date of the Parental Leave;
- (b) the termination date of the Parental Leave; and
- (c) the date or expected date of the birth of the child.

L14.06 A Parental Leave shall be without salary or allowances.

L14.07 The Board shall continue to pay its normal share of the premiums for such benefits under Article L11 as the Teacher is currently enrolled in, for that part of the statutory Parental Leave taken by the Teacher.

L14.08 Teachers may opt not to continue benefits during the leave period by providing written notice to the Associate Director, Organizational Support Services or designate that they do not intend to pay their share of contributions. Upon returning to work the Teacher's benefits will be reinstated.

L14.09 Provided that such alteration does not contravene the provisions of the Act, a Teacher may alter the requested start date of a Parental Leave:

- (a) to an earlier date if the Teacher gives the Associate Director, Organizational Support Services or designate at least two (2) weeks written notice before the earlier start date; or
- (b) to an earlier date if the child comes into the custody, care and control of a parent for the first time sooner than the expected date of delivery and the Teacher provides the Associate Director, Organizational Support Services or designate with written notification within two (2) weeks after the employee starts the leave; or
- (c) to a later date if the Teacher gives the Associate Director, Organizational Support Services or designate at least two (2) weeks written notice before the date the leave was to begin.

L14.10 A Teacher may alter the requested termination date of a Parental Leave:

- (a) to an earlier date if the Teacher gives the Associate Director, Organizational Support Services or designate at least four (4) weeks written notice before the leave was to end and the earlier date does not contravene the provisions of *The Employment Standards Act*; or
- (b) to a later date if the Teacher gives the Associate Director, Organizational Support Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.

L14.11 A Teacher returning from a Parental Leave shall return to the position most recently held unless the Teacher would otherwise have been declared surplus or redundant to the system in which case the provisions of Articles L30, L31 and L32 - Surplus, Redundant Teachers and Recall - shall apply.

L14.12 Extended Leaves may be requested in writing by parents who are on or will be on a Parental Leave. These are leaves that continue beyond the statutory Parental Leave period and may be granted by the Associate Director, Organizational Support Services or designate on the basis of the mutual consent of the employee and employer but shall not exceed one (1) year unless such extensions would allow the leave to conclude on the day prior to the start of the next term or semester.

L14.13 Teachers who extend a leave under Article L14.12 beyond the statutory limits for Pregnancy/Parental leaves may maintain the level of benefit coverage that was established during the statutory leave period (subject to Article L11) at their own expense for the duration of the extended Leave.

The Teacher may opt not to continue benefits during the Extended Leave period by providing written notice to the Associate Director, Organizational Support Services or designate that the Teacher does not intend to pay her/his share of contributions. Upon returning to work the Teacher's benefits will be reinstated.

ARTICLE L15.00 - ADOPTION LEAVE

Adoption Leaves shall be granted in accordance with the provisions of *The Employment Standards Act*, as amended.

L15.01 The Board shall grant to a Teacher who becomes a parent, provided said Teacher has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, an Adoption Leave of sixty-three (63) weeks or such shorter leave as the Teacher requests. The leave may commence anytime within the seventy-eight (78) week period following the child coming into the custody, care and control of a parent for the first time. The term "parent" includes a person with whom the child is placed for adoption and who intends to care for the child.

L15.02 Requests for Adoption Leave shall be made in writing on the Application for Adoption Leave Form and submitted to the Associate Director, Organizational Support Services or designate as far in advance as possible but in no case later than two (2) weeks before the requested start date of the leave.

L15.03 The written request for an Adoption Leave shall contain:

- (a) the commencement date of the Adoption Leave;
- (b) the termination date of the Adoption Leave;
- (c) the date or expected date of the child coming into the custody, care and control of the parent for the first time.

L15.04 An Adoption Leave shall be without salary or allowances.

L15.05 The Board shall continue to pay its normal share of the premiums for such benefits under Article L11 as the Teacher is currently enrolled in, for that part of the statutory Parental Leave taken by the Teacher.

L15.06 Teachers may opt not to continue benefits during the leave period by providing written notice to the Associate Director, Organizational Support Services or designate that they do not intend to pay their share of contributions. Upon returning to work the Teacher's benefits will be reinstated.

L15.07 Provided that such alteration does not contravene the provisions of the Act, a Teacher may alter the requested start date of an Adoption Leave:

- (a) to an earlier date if the Teacher gives the Associate Director, Organizational Support Services or designate at least two (2) weeks written notice before the earlier start date; or
- (b) to an earlier date if the child comes into the custody, care and control of a parent for the first time sooner than the expected date and the Teacher provides the Associate Director, Organizational Support Services or designate with written notification within two (2) weeks after the employee starts the leave; or
- (c) to a later date if the Teacher gives the Associate Director, Organizational Support Services or designate at least two (2) weeks written notice before the date the leave was to begin.

L15.08 A Teacher may alter the requested termination date of an Adoption Leave:

- (a) to an earlier date if the Teacher gives the Associate Director, Organizational Support Services or designate at least four (4) weeks written notice before the earlier termination date; or
- (b) to a later date if the Teacher gives the Associate Director, Organizational Support Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.

L15.09 A Teacher returning from an Adoption Leave shall return to the position most recently held, unless the Teacher would otherwise have been declared surplus or redundant to the system in which case the provisions of Articles L30, L31 and L32 - Surplus, Redundant Teachers and Recall - shall apply.

L15.10 Extended Leaves may be requested in writing by parents who are on or will be on an Adoption Leave. These are leaves that continue beyond the statutory Adoption Leave period and may be granted by the Associate Director, Organizational Support Services or designate on the basis of the mutual consent of the employee and employer but shall not exceed one (1) year unless such extension would allow the leave to conclude on the day prior to the start of the next term or semester.

L15.11 Teachers who extend a leave under Article L15.10 beyond the statutory limit for Adoption Leave may maintain the level of benefit coverage that was established during the statutory leave period (subject to Article L11) at their own expense for the duration of the Extended Leave. The Teacher may opt not to continue benefits during the Extended Leave period by providing written notice to the Associate Director, Organizational Support Services or designate that the Teacher does not intend to pay her/his share of contributions. Upon returning to work the Teacher's benefits will be reinstated.

ARTICLE L16.00 - LEAVES OF ABSENCE

Leave of Absence With Full Salary

L16.01 Special leave without a deduction from salary and without loss of sick leave credits shall be available to Teachers for the circumstances and under the conditions outlined hereunder. Leaves under Articles L16.04 to L16.11 require advance approval of the Principal or Supervisor, unless otherwise indicated.

L16.02 Notwithstanding Articles L16.01 to L16.11 a Teacher may be excused from school for up to two (2) hours for reasons acceptable to the Principal. In such cases, the Teacher shall make adequate and acceptable arrangements as approved by the Principal for the care and instruction of the Teacher's classes. Any Teacher who assumes the responsibilities of the absent Teacher shall have such time credited as on calls.

Such requests must be submitted to the Principal of the school at least three (3) days prior to the absence whenever possible. Approval of such requests shall not be denied unreasonably.

L16.03 JURY DUTY - When called for Jury Duty or when subpoenaed as a witness in any court proceedings to which the Teacher is not one of the persons charged, the Teacher must refund to the Board all monies received as a juror or witness exclusive of traveling allowances and living expenses. The court summons or subpoena must be submitted by the Principal to the Associate Director, Organizational Support Services or designate for approval.

L16.04 BEREAVEMENT - Up to three (3) days will be granted in the case of the death of a member of the immediate family. When used herein, immediate family shall include

parent, sibling, spouse or partner, child, parent-in-law, child-in-law, sibling-in-law, legal guardian, grandchild, grandparent, step-parent, step-child, step-grandparent or person who has acted as father or mother in lieu of the natural parent. Notwithstanding the above, the leave may be extended by a maximum of two (2) days due to exceptional circumstances subject to the approval of the Superintendent of Human Resources or designate.

L16.05 EXAMINATION - Up to one (1) day per school year shall be available to permit a Teacher to write examinations leading to the advancement of the Teacher's academic or teaching qualifications. This leave shall be for the period of the examination only plus any required travel time to the place of the examination.

L16.06 GRADUATION - Up to one (1) day per school year shall be available for the Teacher to attend the Teacher's own graduation ceremonies or the convocation of a child, spouse or partner.

L16.07 CURRICULUM - Leave shall be granted to a Teacher to participate on curriculum committees sponsored by the Ministry of Education and Training and endorsed by the Associate Director, Organizational Support Services or designate.

L16.08 QUARANTINE - Leave shall be granted when a Teacher is absent from duty in any case where because of exposure to a communicable disease, the Teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the Teacher's duties.

L16.09 One (1) day per school year shall be granted for compassionate reasons due to an emergency situation or to attend the funeral of a friend or family member not included in Article L16.04.

L16.10 A Teacher who is delayed by local weather conditions but arrives at school as soon as possible during the regular school hours of that day will not have a salary deduction made.

L16.11 A Teacher shall be entitled to leave for religious holidays in accordance with Board procedure.

Leave of Absence With Occasional Teacher Cost Deduction

L16.12 Deduction of Occasional Teacher costs from a Teacher's salary will occur under the provisions of Articles L16.13 and L16.14. Such leaves require advanced approval of the Principal. Where possible, requests must be submitted to the Principal of the school at least three (3) days prior to the absence.

L16.13 Up to one (1) day leave per school year may be granted to attend the Teacher's own wedding or the wedding of a son or daughter or to attend to the Teacher's personal business. This day may not be used as vacation time.

L16.14 Leave with deduction of Occasional Teacher costs, but with no loss of sick leave credits for the total period of absence, shall be available to Teachers under the terms outlined hereunder.

- (a) To attend a provincial, national or international competition as either an official or competitor where the Board determines that it is a significant event.
- (b) One (1) competition per school year.
- (c) Approval of the Associate Director, Organizational Support Services or designate.

Short-Term Leave of Absence With Deduction of Full Salary

L16.15.1 A special leave of absence of up to five (5) days in any one (1) school year with deduction of full salary for exceptional circumstances may be granted by the Associate Director, Organizational Support Services or designate. A copy of the request must have been submitted to the Principal prior to being sent to the Associate Director, Organizational Support Services or designate.

The special leave of absence may not be used to extend a vacation period.

In light of the semester end demands within a school, whenever possible, the Teacher should avoid making requests that impact the end of a semester.

L16.15.2 A personal leave of absence with deduction of full salary will be granted by Human Resource Services. A Teacher may apply for up to five (5) days of leave per school year for personal reasons. The request must be copied to the Principal and forwarded by email to Human Resources at least three (3) weeks prior to the leave start date.

It is understood that the teacher taking this leave shall be required to provide appropriate work for each of their classes and other regular teaching and assessment responsibilities including but not limited to preparation of report cards and exams.

Requests for this leave of absence will not include the first week following the start of each semester, PA days, the week prior to the start of exams, the exam period or the weeks surrounding March Break.

Requests for this type of leave will not be denied provided that, if necessary, there are expected to be enough available occasional teachers to cover for the absent teacher, and subject to reasonable system and school requirements.

The first (1) day of L16.15.1 or L16.15.2 will be granted as a Leave of Absence with Occasional Teacher Cost.

Long-Term Leave of Absence Without Pay

L16.16 A leave of absence for one (1) year to commence September 01 may be granted by the Associate Director, Organizational Support Services or designate, upon written request of a Teacher. A copy of the request must have been submitted to the Principal prior to being sent to the Associate Director, Organizational Support Services or designate. Such requests are subject to the following provisions:

- (a) The request must be received by March 15 of the year in which the leave is to begin.
- (b) The leave shall be without pay or sick leave and time spent on leave shall not count as teaching experience.
- (c) The Teacher on leave under this Article may request an extension of the leave by March 15 of the first year of leave for a maximum of one (1) additional year.
- (d) Subject to continuing eligibility under the master contract, the Teacher will continue benefit participation during the leave of absence by paying one hundred percent (100%) of the premium costs. The Teacher may opt not to continue benefits during the Extended Leave period by providing written notice to the Associate Director, Organizational Support Services or designate that the Teacher does not intend to pay her/his share of contributions. Upon returning to work the Teacher's benefits will be reinstated.

L16.17 A leave of absence for less than one (1) year but greater than ten (10) days may be granted by the Associate Director, Organizational Support Services, or designate for exceptional circumstances upon the written request of a Teacher. A copy of the request must have been submitted to the Principal prior to being sent to the Associate Director, Organizational Support Services or designate. Such requests are subject to the following provisions:

- (a) The request will not be used to extend a vacation period. In light of the semester end demands within a school, whenever possible, the Teacher should avoid making requests that impact the end of a semester.

- (b) The leave shall be without pay or sick leave and time spent on leave shall not count as teaching experience.
- (c) Subject to continuing eligibility under the master contract, the Teacher may continue benefit participation during the leave of absence by paying one hundred percent (100%) of the premium costs. The Teacher may opt not to continue benefits during the Extended Leave period by providing written notice to the Associate Director, Organizational Support Services or designate that the Teacher does not intend to pay her/his share of contributions. Upon returning to work the Teacher's benefits will be reinstated.
- (d) The request must be received far enough in advance to allow for the hiring of a qualified Occasional Teacher.

L16.18 A leave of absence not to exceed five (5) school years shall be granted by the Associate Director, Organizational Support Services or designate, upon the written request of a Teacher, who is elected or appointed to public office or OSSTF provincial office subject to the following provisions:

- (a) The leave shall be without pay or sick leave and time spent on leave shall not count as teaching experience.
- (b) The leave will commence upon the assumption of the office but in no case earlier than one (1) month after the receipt of the written request for the leave, except in extenuating circumstances.
- (c) The initial leave period will be to the conclusion of the school year.
- (d) The Teacher on leave under Article L16.18(c) may request an extension of the leave by March 15 of the year of leave for one (1) additional school year. Such annual extension shall be granted up to the maximum time of leave permitted under Article L16.18. Effective 2005, September 01 a Teacher who is elected or appointed to OSSTF provincial office may request annually by March 15 of each year an extension so long as the Teacher continues to be elected or appointed to an OSSTF provincial office position.
- (e) Subject to continuing eligibility under the master contract, the Teacher may continue benefit participation during the leave of absence by paying one hundred percent (100%) of the premium costs. The Teacher may opt not to continue benefits during the Extended Leave period by providing written notice to the Associate Director, Organizational Support Services or designate that the Teacher does not intend to pay her/his share of contributions. Upon returning to work the Teacher's benefits will be reinstated. A Teacher must return to teach for the Board for a minimum of two (2) school years prior to retirement to be

eligible for such retirement benefits for which he or she would otherwise be eligible.

- (f) On return from leave of one (1) school year, a Teacher will be assigned to the same position and school or, if due to declining or changing enrolment patterns said position no longer exists, the Teacher will be governed by the appropriate terms of the current Agreement.
- (g) Should the term of office end at a time other than the end of a school year, the Teacher will remain on leave until the end of the school year of leave unless a vacancy exists for which the Teacher has the necessary qualifications. Should there be such a vacancy, the Teacher may, with the agreement of the Teacher, Principal and Superintendent of Schools, be placed in it for the remainder of the school year. At the conclusion of the school year said Teacher shall be placed in accordance with the applicable staffing provisions.

Teachers Returning From a Leave of Absence

L16.19 Teachers returning from a leave of one (1) school year or less shall be placed at the school from which they took the leave, subject to seniority and qualifications.

L16.20 Teachers returning from a leave greater than one (1) school year will be returned to the staff list of their previous school for the purposes of tracking staff during the staffing process. If there is no vacancy for which the Teacher is qualified, the teacher will be declared surplus to the school, regardless of seniority.

L16.21 Teachers returning from leave who wish to be placed at a school other than their previous school must follow the transfer process described in Article L29.

ARTICLE L17.00 - DEFERRED SALARY LEAVE PLAN/SELF-FUNDED LEAVE PLAN

Description

L17.01 The deferred salary leave plan allows a full-time Teacher who is not an Occasional Teacher or a Continuing Education Teacher to teach, according to the chart below "x" years over "y" years such that the last part-year/year is a leave of absence by accepting a pro-rated percentage of the salary that the Teacher would have received if the Teacher had not been enrolled in the Plan.

	Teach "x" years	Over "y" years	at % salary
(a)	2.5	3	83.333%
(b)	3	4	75%
(c)	4	5	80%

NOTE: Revenue Canada Regulations stipulate that a Teacher must return to employment

with the Board after the leave period for a period of time that is not less than the leave period. Thus, Revenue Canada will not permit a Teacher to take this type of leave immediately prior to retirement.

Qualifications

L17.02 Any Teacher having three (3) years of teaching experience with the Board or predecessor Boards is eligible to participate in the Plan.

Application

- L17.03 (a) A Teacher must make written application to the Associate Director, Organizational Support Services or designate on or before March fifteenth (15th) requesting permission to participate in the Plan.
- (b) Written acceptance, or denial, of the Teacher's request with explanation, will be forwarded to the Teacher by April fifteenth (15th) in the school year the original request is made.
- (c) Approval of the individual requests to participate in the Plan shall rest solely with the Associate Director, Organizational Support Services or designate.
- (d) All Teachers wishing to participate in the Plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted. (See Appendix "A").
- (e) The Board assumes no responsibility for any consequences arising out of the Plan related to effects on the Teacher's Pension Plan provisions, income tax arrangement, Employment Insurance and the Canada Pension Plan. All financial or legal liabilities arising from this Plan shall be borne by the Teacher.

Payment Formula and Leave of Absence

L17.04 The payment of salary, fringe benefits and the timing of the leave of absence shall be as follows:

- (a)
- (i) In each year of the Plan, preceding the year of the leave, a participating Teacher will be paid a reduced percentage of the Teacher's proper grid salary and the applicable allowances. The remaining percentage of annual salary will be deferred and this accumulated amount plus any interest earned shall be retained for the Teacher by the Board to finance the period of leave.
- (ii) Payroll deductions will be deposited in a separate daily interest account held in trust at the Board's financial institution. The calculation of interest under

the terms of this Plan shall be done monthly (not in advance).

(iii) A participating Teacher is allowed once each school year, in the two (2) week period between February 1 and February 15, to indicate his/her desire to transfer a specific amount which has accumulated in the daily interest account, to a Guaranteed Investment Certificate. The Board will then arrange for the transfer of said funds by March 1. It is understood that some funds are to remain in the daily interest account.

- (b) During the non-leave years that the individual Teacher is participating in the Deferred Salary Leave Plan, all Teacher Benefit Plans, subject to continuing eligibility under the master contract, shall be maintained at a level as if the Teacher was being paid at one hundred percent (100%) of the Teacher's salary.

Teachers participating in the Plan shall receive full fringe benefits during the non-leave years according to the Agreement in effect during each year of participation in the Deferred Salary Leave Plan.

Teachers who elect to continue benefit coverage during the period of the leave shall arrange coverage directly with the insurer.

- (c) The Teacher must select Article L17.02 (a) or (b) or (c) at the time of applying for participation in the Deferred Salary Leave Plan.
- (d) No Teacher will be permitted to take the leave of absence until it has been fully funded by payroll deduction.
- (e) All individual Teacher contributions to the Plan shall commence with the first pay of the school year following acceptance of the Teacher's application.
- (f) During the period of time the Teacher is on leave under the provisions of Article L17.02(a), payment will be made according to the payment schedule in effect in the Agreement. The amount of funds, including interest, in the individual's account as at the end of Semester I of the "y" year of participation in the plan will be divided by the number of pays remaining to August 31 to arrive at the regular amount stipulated in Article 10 of the Agreement. After the last pay in August, any additional accumulated interest will be payable to the Teacher.
- (g) During the year the Teacher is on leave under the provisions of Article L17.02 (b) or (c), payment will be made according to the payment schedule in effect in the Agreement. The amount of funds, including interest, in the individual's account as at the end of June will be divided by twenty-six (26) to arrive at the regular payment as stipulated in Article 10 of the Agreement. At the end of the year's leave of absence, any additional accumulated interest will be payable to the

Teacher.

- (h) Throughout the period of leave of absence, the employee can not receive any salary or wages from the employer or from a person with whom the employer does not deal at arm's length other than the amount by which the employee's salary under the plan was deferred or is to be reduced and reasonable fringe benefits.

Terms of Reference

L17.05 (a) POSITION ON COMPLETION OF LEAVE

On return from the leave, a Teacher will normally be assigned to the same position (including any position of responsibility), except in the case of :

- (i) an accepted promotion;
- (ii) a requested and accepted transfer;
- (iii) a requested and accepted exchange;
- (iv) the elimination of the position held when the leave was granted. The assessment of this position is to be made on the basis of the staffing as it would have occurred had the Teacher remained in the school rather than taking the leave of absence. In the event that the position no longer exists, the Teacher will be governed by the provisions of Articles L30, L31 and L32 - Surplus, Redundant Teachers and Recall.

(b) EXPERIENCE, SICK LEAVE AND PENSION

- (i) Time spent on a leave shall count for seniority purposes but shall not count as teaching experience for salary purposes.
- (ii) The taking of a leave under this Plan shall not be considered as an interruption in service.
- (iii) Pension deductions are to continue during the leave as provided for by the Teachers' Pension Plan Act.**

****NOTE:** The Act obliges the Board to deduct pension contributions for each year of the Teacher's participation in the Plan on the full salary that the Teacher would have earned had the Teacher not participated in the Plan.

- (c) Teachers declared redundant must withdraw from the Plan. In such case, the Teacher shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan. Repayment shall be made as soon as possible but no later than sixty (60) days after withdrawal from the Plan.
- (d)
- (i) A Teacher may withdraw from the Plan any time prior to March 1st of the school year prior to the school year in which the leave is to be taken by providing written notice to the Superintendent of Human Resources or designate. Any exceptions to the aforesaid shall be by mutual consent of the individual and the Board administration. Repayment shall be as per Article L17.06 (c) provided that the Teacher pays to the Board an administrative fee of one hundred dollars (\$100.00), in advance, to cover the cost of withdrawing from the Plan.
 - (ii) In the event that a suitable replacement cannot be hired for a Teacher who has been granted a leave and if the Teacher has been so notified by April 15th of the school year prior to the school year in which the leave is to commence, the Board may defer the year of the leave. In this instance, a Teacher may choose to remain in the Plan or withdraw from the Plan and receive repayment within sixty (60) days of withdrawal without the payment of an administrative fee. A Teacher may defer the year or semester of the leave any time prior to March 1st of the school year prior to the school year in which the leave is to be taken by providing written notice to the Superintendent of Human Resources or designate. It will only be deferred for up to one year from when the leave was to commence. No exceptions will be granted.
- (e) Should the Teacher die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death, will be paid to the Teacher's estate.

ARTICLE L18.00 - ADDITIONAL PROFESSIONAL ASSIGNMENTS

L18.01 All full-time Teachers shall be assigned a maximum of 6 periods. In addition, Teachers may be assigned Additional Professional Assignments (APA) that include on-calls, supervision and mentoring as defined below:

Effective	Total/Year	On-Calls/Year	APA's other than On-Calls/year
Sept 1, 2011	up to 54 half-periods	up to 24 half-periods	up to 34 half-periods

The sum of the On-Calls and APA's other than On-Calls must not be greater than the Totals/Year listed at the effective date above.

L18.02 It is understood that part-time Teachers will have their APA's pro-rated.

L18.03 Guidance Councillors, Teacher-Librarians, Co-op Teachers, Learning Support Teachers and Congregated Special Education Teachers (DC and PDD) may be assigned APAs in their designated areas as follows:

Effective	Total/Year
Sept. 1, 2011	58 half-periods

ARTICLE L19.00 - WORKING CONDITIONS

L19.01 Effective September 1, 2005, all full-time teachers will be assigned for 6 periods, and for Additional Professional Assignments as specified in Article L18 "Additional Professional Assignments".

L19.02 A part-time Teacher's workload shall be pro-rated to that of the Teachers set forth in Article L19.01.

L19.03 All Teacher workload issues shall be discussed at the In-School Staffing Committee in accordance with Article L28. If unresolved, the matter shall be referred to the Secondary Staffing Committee for resolution.

L19.04 All "Additional Professional Assignments" will be developed in consultation with the OSSTF members of the In-School Staffing Committee and assigned equitably amongst the staff.

L19.05 Assignments that are above the regularly scheduled instructional duties shall be monitored by the In-School Staffing Committee.

L19.06 All absences must be reported by the Teacher to the Thames Valley Absence Reporting and Replacement Information System, (TVARRIS), as soon as the absence is known to the Teacher.

School Year

L19.07 The school year shall be determined in accordance with the Act and Regulations. Union input shall be requested prior to finalization of the school year calendar. No Teacher shall be required to work before the start of the student's school year except in the case of a school year where the number of Instructional days required by the Act and Regulations plus the number of P.A. Days established by the statutory maximum cannot be accommodated within the student's normal school year. Any work performed outside of the parameters set out above shall be on a voluntary basis.

L19.08 The P.A. day scheduled at the end of the January exam period will be designated as a turnaround day for the purpose of preparation for the next semester.

Instructional Day

L19.09 In the absence of any Act or Regulation to the contrary, the normal expectation of the Parties is an instructional day of three hundred (300) minutes. It is recognized that special rules will apply for Special Education and Section 23. Any other exceptions to this provision will be referred to the Labour Management Committee for resolution. Extracurricular activities are voluntary.

L19.10) Parent-Teacher interviews will be scheduled no more than once per semester, and shall not exceed two (2) hours in length.

Time for Traveling and Traveling Expenses

L19.10 A Teacher who is assigned duties at two (2) or more locations on the same day shall be provided with adequate time to travel between locations as determined by the Parties.

L19.11 Travel time for Teachers covered by Article L19.12 shall be exclusive of preparation time and when it occurs during the lunch period it shall be exclusive of the forty (40) minute lunch period unless otherwise agreed by the Parties.

L19.12 Reimbursement for kilometers traveled shall be paid to an itinerant Teacher, Co-operative Education Teacher, Learning Coordinator or Special Assignment Teacher who is required by the Board to travel between schools or worksites on a regular basis in the performance of the normally assigned duties.

L19.13 The kilometrage reimbursement shall be calculated at the rate established in accordance with Board policy/procedure.

Coverage by an Occasional Teacher

L19.14 To be covered by an Occasional Teacher, notification of the absence must be given to the Thames Valley Absence Reporting and Replacement Information System, (TVARRIS), at least ninety (90) minutes prior to the start of the school day.

Performance Appraisal

L19.15 The Board will seek OSSTF District 11 membership on any committee involved in the development of and any proposed modifications to the Board's policy and procedure on Teacher performance appraisal.

Any differences between the parties arising from alleged violations of the Board's policy and procedure on Teacher performance appraisal are grievable under Article L43 of this agreement.

When a teacher receives a performance appraisal which is rated unsatisfactory the Bargaining Unit President will be notified.

Class Sizes

L19.16 As the basis for timetabling, the following class size maximums are effected:

Category	To Present
University (U) and University/College (M) Level (except science)	31
University (U) and University/College (M) Level Science, Academic (D), College (C), and Grade 11-12 Open (O) Level, Communications Technology, Design Technology	29
Grade 9-10 Open (O) Level, OLC	27
Cooperative Education	25
Applied (P), GLS	24
Grade 9-12 Technological Studies, Open Foods or Fashion (HFN10, HFN20, HNC30, HNB40), Workplace (E), Credit Recovery	20
Locally Developed (L) Level, GLE	17
Flex	1
ASPIRE Program (with no Flex)	25

Note: Supervised Alternative Learning of Excused Pupils (SALEP) students are not included in Article L19.16

L19.17 In the event that a new course code or new program is created that is not listed in L19.16, the Board agrees to consult with the Union regarding class size prior to implementation when possible.

L19.18	(a) Multi-level	Maximum for the lower applicable level.
	(b) Multi-grade	90% (rounded down to the next whole number) of the maximum for the applicable level.
	(c) Multi-level /Multi-grade combined	Maximum for the lower applicable level, or 90% (rounded down to the next whole number) of the maximum of the higher level, whichever is lower.

Maximum Teacher Workload

- L19.19 A Teacher's time-table shall have a maximum number of pupil contacts determined as follows:
- a) the calculation of the number of pupil contacts is based on the classes taught all year, and
 - b) a Teacher's workload shall not exceed the sum of the Class Size Maximums.

Maximum Class Size

- L19.20 Subject to Article L19.19, classes may exceed the Class Size Maximum above by the flex factor as indicated in L19.19.
- L19.21 Where the In-School Staffing Committee does not agree on the application of this article, they may refer the situation to the Secondary Staffing Committee for resolution.
- L19.22 A Class Size Report must be submitted by each school to the Board by the 20th school day of each semester after which the Secondary Staffing Committee will review progress on meeting the requirements of Article L19.16. The Board shall ensure compliance with this Article by October 31st and March 31st.
- L19.23 Exiting 2014-2017 Collective Agreement language for all class size caps, guidelines, flex factors, and pupil contacts or equivalent shall remain, subject to the following amendments:
- (a) Further, for 10% of classes in the school Board where Local class size caps exist, they may be exceed by up to two (2) students.
 - (b) Where the school Board has class size caps, any Teacher who teaches classes as per (a) will have their pupil contacts or equivalent adjusted accordingly.
 - (c) Where a school Board has a staffing guidelines or equivalent, the guideline shall be adjusted per (a) for any Teacher in such a course for the calculation of the pupil contacts or equivalent.
 - (d) No Teacher will have more than two (2) classes per semester or equivalent in non-semestered schools impacted by paragraph (a) without mutual consent.
 - (e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.

- (f) The exceptions as per (a) and (c) shall be shared with the District Secondary Staffing Committee and In-school staffing committees.

Work of Other Bargaining Units

- L19.24 A Teacher's assigned duties shall not change as the result of a strike by the members of another bargaining unit.

Credit Recovery

- L19.25.1 Where the subject Teacher is recommending a student for Credit Recovery, the subject Teacher shall be required to provide the following information using the Credit Recovery Profile:
- i. the student's final mark;
 - ii. a breakdown of all marks for the course attached to the Recommended Course Placement Form using whatever format the subject Teacher employs for recording marks;
 - iii. reasons for Credit Recovery recommendations;
 - iv. units, concepts, and/or expectations not successfully achieved;
 - v. relevant learning skills information.
- L19.25.2 All other consultation between the subject Teacher and the credit recovery Teacher is voluntary.
- L19.25.3 Where the credit recovery team identifies a student as eligible for a credit recovery program, the subject Teacher is required to complete a Credit Recovery Profile.
- L19.25.4 Should there be new directives from the Ministry regarding Credit Recovery the parties shall meet to determine implications, if any, for Thames Valley.

ARTICLE L20.00 - MEDICAL PROCEDURES - PUPILS

- L20.01 The Board shall not require any Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety of the pupil or subject the Teacher to the risk of injury or liability for negligence.
- L20.02 It shall not be part of the duties and responsibilities of a Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

ARTICLE L21.00 - OCCUPATIONAL HEALTH AND SAFETY

- L21.01 The Board, the Union and its members shall comply with the provisions of the *Occupational Health and Safety Act and Regulations*, as they may be amended from time to time.
- L21.02 The Board shall maintain a Main/Central Joint Health and Safety Committee which will include representatives from the District per that Committee's Terms of Reference.
- L21.03 The Board shall supply to Teachers (at no cost to the Teacher) protective clothing and equipment deemed necessary by the Joint Health and Safety Committee.

ARTICLE L22.00 - VIOLENCE PREVENTION

- L22.01 The Board agrees that when the Safe Schools Policy and Procedures are reviewed, they will be reviewed by a committee which contains Union representation.

ARTICLE L23.00 - HARASSMENT

- L23.01 The Union and the Board recognize the right of Employees to work in an environment free from harassment, including sexual harassment. The Board has established a Harassment Policy and Procedure consistent with the principles under the Ontario Human Rights Code and will protect from reprisal those individuals participating in the process unless the person acts maliciously.

ARTICLE L24.00 - PROFESSIONAL DEVELOPMENT

Professional Development Committee

- L24.01 There shall be a professional development committee composed of up to three (3) Union representatives and up to three (3) academic Supervisory Officers or designates to examine and discuss a program that would include:
- attending professional conferences
 - attending workshops
 - local curriculum development
 - other professional activities
 - administration of the funds.

Professional Activity Days

- L24.02 Prior to March 15, the professional development committee shall meet to discuss

the use and distribution of Professional Activity Days designated by the Board in accordance with the Regulations for the following school year.

Professional Development Expenses

- L24.03 The Board shall reimburse Teachers for all reasonable expenses connected with any educational or teaching conferences, conventions, workshops or courses attended by the Teacher at the request of the Board.

ARTICLE L25.00 - POSITIONS OF ADDED RESPONSIBILITY

Learning Co-ordinators

- L25.01 The term for a Learning Co-ordinator shall be for one (1) to four (4) years, with the possibility of renewal, in accordance with the posting for the specific position. Renewal of a position is not automatic and is to be determined in accordance with the needs of the system.
- L25.02 Should the appointment of a Learning Co-ordinator to a first term result in a vacant position in a school for a Department Head, Assistant Head, Athletic Co-ordinator or Computer Facilitator position, then that position shall be filled on an acting basis for up to the first two years of the Learning Co-ordinator's first term. If that Learning Co-ordinator relinquishes the position of Learning Co-ordinator effective by the end of his/her second year, then s/he shall have the right to the position left vacant in the school where s/he was last placed unless, by mutual agreement, the Learning Co-ordinator accepts an Administrative Transfer to a vacant position in another school.
- L25.03 Should the position of an individual Learning Co-ordinator not be renewed or should the Learning Co-ordinator relinquish the position of Learning Co-ordinator effective the end of the school year or should the work of the Learning Co-ordinator be determined to be unsatisfactory, the Teacher holding the position of Learning Co-ordinator shall have the right to return to a position equivalent to that held prior to assuming the position of Learning Co-ordinator should such a position exist.
- L25.04 Should the Learning Co-ordinator be eligible to return to a Department Head, Assistant Head, Athletic Co-ordinator or Computer Facilitator position, the Learning Co-ordinator will have the right to exercise the following options:
- (a) prior to the effective conclusion of the first term of a Learning Co-ordinator, the Learning Co-ordinator may return to an Athletic Co-ordinator, Computer Facilitator, Department Head or Assistant Head position, in the subject area previously held, as the case may be, and receive the allowance for that position,

- (b) the first right to any vacant Athletic Co-ordinator position, Computer Facilitator position or vacant Department Head or Assistant Head position, in the subject area previously held, as the case may be, and receive the allowance for that position,
 - (c) if the Learning Co-ordinator opts not to exercise the applicable option contained in either Article L25.04 (a) or L25.04 (b), the Learning Co-ordinator will return to a teaching position in the school where s/he was last placed unless, by mutual agreement, the Learning Co-ordinator accepts an Administrative Transfer to a vacant position in another school. Such Teacher shall be placed on a re-call list for future vacancies for the position of Athletic Co-ordinator, Computer Facilitator, Department Head or Assistant Head in the subject area previously held, as the case may be, and shall have the right to refuse two re-calls before being removed from the re-call list. During the time on re-call, the Teacher will not receive any responsibility allowance.
- L25.05 A Learning Co-ordinator not covered by the provisions of Article L25.04 shall return to a teaching position in the school where s/he was last placed unless, by mutual agreement, the Teacher accepts an Administrative Transfer to a vacant teaching position in another school.
- L25.06 Evaluations of Learning Co-ordinators will be performed primarily by the Learning Supervisors but may also involve the appropriate Superintendent.

Department Heads/Assistant Department Heads

- L25.07 The duties of a Teacher in a Department Head position are as follows:

SCHOOL-BASED DUTIES

The Department Head of an organizational unit reports to the Principal and advises the Principal, in conjunction with all other Department Heads, on the development of school policies and procedures.

DUTIES WITHIN THE ORGANIZATIONAL UNIT

- (a) Assist the Program Department in co-ordinating the curriculum process and curriculum resources.
- (b) Provide input to the Principal on personnel, program offerings and timetable priorities.
- (c) Ensure development and distribution of all expectations concerning student

classroom responsibilities and learning and evaluation policies.

- (d) Support Teachers and encourage exemplary practices.
 - (e) Assist with the development and implementation of school-based budget policies and procedures.
 - (f) Co-ordinate adherence to Board recognized health and safety procedures.
- L25.08 In order to qualify for a Department Head position for a subject or subject association, a Teacher's Ontario Certificate of Qualification must have an area of emphasis or at least an additional qualification part one in the subject or one of the subjects in a subject association. Such a Teacher must have a 1.0 FTE teaching timetable.
- L25.09 Subject departments are arranged in subject associations. A subject department shall have a department head position if the number of lines assigned to that subject meet the criteria for any of the levels of headship. Where a subject does not meet the criteria for a level one headship, it will be grouped with another subject(s) in the subject association to create a subject grouping that meets the criteria for one of the levels of headship. The head of a subject association will be responsible for representing all subject areas in the association not qualifying for a subject headship. The Principal, in consultation with the In-School Staffing Committee, shall determine the qualifying departments and the corresponding associations for non-qualifying subject areas where the model seems inappropriate. Situations which deviate from the model must be approved by the Secondary Staffing Committee.
- L25.10 Allowances for subject or subject associations will be based on the number of lines (periods) allocated to courses in the subject or subject association. There will be a head of a department for a subject or subject association that at least meets the number of lines criteria for a level one headship.
- L25.11 A Teacher cannot hold more than one Position of Added Responsibility, as defined in L25.13 through L25.15, in any given year.
- L25.12 (a) The criteria for heads of subject departments or subject associations shall be as follows:
- | | |
|-------------|---------------------------------|
| Level One | more than 6 to 17 lines |
| Level Two | more than 17 to 29 lines |
| Level Three | more than 29 to 41 lines |
| Level Four | more than 41 lines |
- (b) All lines in each school shall be assigned to a subject department. If any new

lines are created, the Principal shall, in consultation with the In-School Staffing Committee, determine the department to which they will be assigned.

L25.13 Notwithstanding Article L25.12, where a school has less than seven lines allocated to Guidance and/or Library, there shall be a Level One Head of Guidance and/or Library.

L25.14 Subjects to which headships may be assigned and the subject associations in which each is grouped are as follows:

The Arts	Dance/Drama Music Visual Arts
Student Services	Guidance Co-Operative Education Special Education
English	English English-as-a-Second Language
Languages	French Classical Studies International Languages Native Languages French Immersion
Mathematics	
Science	
Social Sciences	Family Studies (including Sociology, Psychology, Anthropology) History (including Economics, Law, Politics, Canadian World Studies, Native Studies) Geography
Health and Physical Education	
Business Studies	

Technological Education

Teacher Librarian

ASPIRE Program

L25.15 In schools where there are programs that deliver a wide variety of offerings and congregate students from a large area, there will be an assistant head position assigned to such programs. Schools which qualify for such positions in 2019-2020 are:

Arthur Voaden	technological education
Clarke Road	technological education
H.B. Beal	technological education
H.B. Beal	vocational art
Saunders	technological education

Programs that qualify for such positions will be reviewed annually by the Secondary Staffing Committee.

L25.16 Year-to-year fluctuations in department size causing a change in the current head entitlement will be identified by the In-School Staffing Committee and a recommendation for resolution will be submitted to the Central Staffing Committee for a final decision.

L25.17 Any head who loses a headship by virtue of the subject or subject grouping falling below the Level One criteria, shall retain rights of recall to that headship when the criteria are met. While retaining rights to the headship, the headship allowance will not be paid.

L25.18 If a headship becomes vacant after June 01 during a school year, the headship will be filled on an acting basis by a qualified Teacher within the school until the end of the school year. A Teacher in an acting position will be paid the appropriate responsibility allowance.

L25.19 The level that a headship qualifies for, as defined in Article L25.12, can vary from year-to-year depending on the number of lines in the subject or subject grouping. The allowance will be based on the number of lines in the subject or subject grouping as at the May 31 timetable projections. November 15 section numbers will be used to verify the number of lines in each headship. Where the number of lines falls below or above the projected number of lines and the difference impacts on the level of headship, the allowances paid will be adjusted accordingly.

Department Head Vacancies

- L25.20 All Headship or Assistant Headship positions that are vacant for September 01 must be posted before April 30 of each year.
- L25.21 Any Teacher who is qualified may apply for a vacant Headship or Assistant Headship position by submitting the appropriate form to the Principal of the school in which the vacancy exists.
- L25.22 If more than one qualified Teacher applies for a vacant Headship or Assistant Headship at a school, the Principal shall initiate an interview process to select a Teacher for the position. Seniority should be a consideration in the selection for an interview.
- (a) In the first round of a Headship posting, where there are three (3) or more qualified applicants, the Board shall offer the Headship to one of them. If the person offered the Headship declines the offer because they are taking a position of Added Responsibility as set out in Article L25, or a promotion to another position such as Vice Principal, the Board must offer the Headship to one of the other qualified applicants, provided there are at least two (2) or more qualified applicants remaining. If there are two (2) or fewer applicants initially, the Board need not offer the Headship to either.
- (b) Where the Board does not offer a Headship to a qualified applicant from the first round of a Headship posting, it agrees to provide information regarding the number of applicants in that round to the Union, within a reasonable time.
- L25.23 Current Heads who have applied for a Permanent Headship vacancy at a school must be given an interview for the Headship vacancy.
- L25.24 Under normal circumstances, this process will end after two (2) rounds of posting.
- L25.25 Teachers scheduled to hold permanent Department Head or Assistant Head positions in the next school year will be protected from being declared surplus to their school but not from being declared redundant to the system.
- L25.26 Unless otherwise agreed by the Parties, the cost of this structure shall not exceed the Ministry Funding Model line for Department Heads.

Computer Facilitator

- L25.27 There shall be a Computer Facilitator in each school. The Computer Facilitator

reports to the Principal and assists departments that have computer-assisted learning with curriculum development and applications to maximize the use of computer resources within the school. If the position of Computer Facilitator becomes vacant then it shall be communicated within the school.

Athletic Co-ordinator

L25.28 There shall be an Athletic Co-ordinator in each school except for B. Davison. The Athletic Co-ordinator reports to the Principal and will assist in the organization and running of the extra-curricular athletic program by, amongst other things, ordering buses, ensuring that necessary officials are obtained, ensuring the facilities are ready on game-day, assisting in making decisions related to eligibility and assisting in the planning for the co-ordination of Thames Valley extra-curricular athletics for future years.

The Athletic Co-ordinator shall not hold any position of responsibility in the school. If the position of Athletic Co-ordinator becomes vacant then it shall be communicated within the school.

Temporary Withdrawal

L25.29 A Teacher holding a Position of Added Responsibility as defined in Articles L25.13 through L25.15 may request a temporary withdrawal from the position for a period of one (1) year effective September 01 and retain his/her regular teaching duties by submitting written application to the Board on or before the last preceding fifteenth (15th) day of April. The Position of Added Responsibility of a Teacher on such a temporary withdrawal shall be filled on an acting basis for the duration of the temporary withdrawal.

L25.30 On returning from a temporary withdrawal under L25.29, the Teacher shall resume the Position of Added Responsibility that he/she held prior to the temporary withdrawal subject to the provisions of Article L25.17.

L25.31 A Teacher on temporary withdrawal under L25.29 may request an extension of the temporary withdrawal by April 15 of the year of temporary withdrawal for one (1) additional year.

TOSAs

L25.32 The term for a Teacher on Special Assignment (TOSA), shall be for one year renewable up to a total of four years subject to funding and system needs. During the term of a TOSA a Teacher shall withdraw from any position of added responsibility.

L25.33 Should the appointment of a TOSA result in a vacant position in a school for a

Department Head, Assistant Head, Athletic Co-ordinator or Computer Facilitator position, then that position shall be filled on an acting basis for up to the first two years. If that TOSA relinquishes the TOSA position effective by the end of his/her second year, then s/he shall have the right to the position left vacant in the school where s/he was last placed unless, by mutual agreement, the TOSA accepts an Administrative Transfer to a vacant position in another school.

- L25.34 Should the position of an individual TOSA not be renewed or should the TOSA relinquish the position effective the end of the school year or should the work of the TOSA be determined to be unsatisfactory, the TOSA shall have the right to return to a position equivalent to that held prior to assuming the TOSA position should such a position exist.
- L25.35 Should the TOSA be eligible to return to a Department Head, Assistant Head, Athletic Co-ordinator or Computer Facilitator position, s/he will have the right to exercise the following options:
- a) the TOSA may return to an Athletic Co-ordinator, Computer Facilitator, Department Head or Assistant Head position, in the subject area previously held, as the case may be, and receive the allowance for that position,
 - b) the first right to any vacant Athletic Co-ordinator position, Computer Facilitator position or vacant Department Head or Assistant Head position, in the subject area previously held, as the case may be, and receive the allowance for that position,
 - c) if the TOSA opts not to exercise the applicable option contained in either Article L25.35 a) or L25.35 b), s/he will return to a teaching position in the school where s/he was last placed unless, by mutual agreement, the TOSA accepts an Administrative Transfer to a vacant position in another school. Such Teacher shall be placed on a re-call list for future vacancies for the position of Athletic Co-ordinator, Computer Facilitator, Department Head or Assistant Head in the subject area previously held, as the case may be, and shall have the right to refuse two re-calls before being removed from the re-call list. During the time on re-call, the Teacher will not receive any responsibility allowance.
- L25.36 TOSA's not covered by the provision of L25.35 shall return to a teaching position in the school where they were last placed unless, by mutual agreement, the Teacher accepts an Administrative Transfer to a vacant teaching position in another school.
- L25.37 Evaluations of TOSA's will be performed primarily by the Learning Supervisors but may also involve the appropriate Superintendent.

ARTICLE L26.00 - SENIORITY

L26.01 Articles L26.01 to L26.05 inclusive apply to Teachers on Secondary Contracts with the predecessor Boards to the Thames Valley District School Board effective 1997 December 31, including secondary Teachers on leaves of absence or on exchange as of that date. It is the intent that those articles ensure that all secondary Teachers employed by the predecessor school boards at the time of amalgamation will retain at least the years of seniority that they had accumulated up to 1997 December 31. The purpose of the calculations in Articles L26.02 to L26.05 inclusive is to ensure that no Teacher has fewer years of seniority than s/he would have had, had s/he been employed by one of the four boards that have formed the Thames Valley District School Board, other than the one by which they were employed on 1997 December 31. It is an attempt to harmonize the method of calculating seniority for all Teachers.

26.02 For the purposes of Article L26, the following definitions apply:

- (a) Predecessor Board - shall mean the employing board (Elgin, London, Middlesex or Oxford) on 1997 December 31.
- (b) Contract - shall mean a permanent or probationary contract.
- (c) Time under contract - shall mean the time in years that a Teacher is employed under a permanent or probationary contract of any FTE equivalence (assumes no pro-rating). Part-time teaching experience while a Teacher is under contract with Thames Valley District School Board (or the predecessor Board) shall be considered as equal to the amount of time under contract that would have accumulated had the Teacher been employed on a full-time basis. For seniority purposes only, part-time teaching means part-year teaching while under contract or part-time teaching all year while under contract.
- (d) Teaching Time - shall mean the sum total of all FTE equivalent placements (assumes pro-rating).

L26.03 For Teachers on secondary contract with a predecessor Board on 1997 December 31 including secondary Teachers on leaves of absence or on exchange as of that date, seniority shall be determined as:

- (a) total time under a contract with the predecessor Board plus,
- (b) total time under a contract with an Ontario School Board other than the predecessor Board, multiplied by a factor of one-half (0.5), plus

- (c) continuous time under a secondary contract with the Thames Valley District School Board.

L26.04 For Article L26.03 (a) and (b), all contracts for the first year of teaching are assumed to have begun on September 01.

L26.05 For Article L26.03 (a) and (b), the first full school year on unpaid leave of absence shall be credited as one (1) year for seniority purposes. Additional full school year unpaid leaves of absence shall not receive credit for seniority purposes.

L26.06 For Teachers hired after 1997 December 31 but before 1998 September 01, seniority shall be determined as:

- (a) total time under a secondary contract with the most recent employer if it is one of Elgin, Oxford, Middlesex or London Boards of Education, plus
- (b) total time under a secondary contract with Elgin, Oxford, Middlesex and London Boards of Education other than the most recent employer, multiplied by a factor of one-half (0.5), plus
- (c) total time under a secondary contract from the date of last appointment with the Thames Valley District School Board.

L26.07 For Teachers hired on contract for work commencing 1998 September 01, seniority shall be determined as time under a secondary contract from the date of last appointment with the Thames Valley District School Board.

L26.08 As of 1998 January 01, approved absences including layoff with recall rights will be considered time under contract.

Tie Breakers

L26.09 If seniority is identical on 1997 December 31, or under Articles L26.06 or L26.07, the following tie breakers shall be used in order:

- (a) total time under secondary contract with the Thames Valley District School Board and Elgin, Oxford, London and Middlesex,
- (b) total FTE equivalent secondary teaching time in the Thames Valley District School Board and Elgin, Oxford, London and Middlesex,
- (c) total time under contract in Ontario,
- (d) by lot in a manner to be determined by the Board and Union.

- L26.10 The seniority rights of a Teacher shall cease for any one (1) of the following reasons:
- (a) the Teacher resigns,
 - (b) the Teacher retires,
 - (c) the Teacher is discharged for cause and such discharge is not reversed through the grievance/arbitration process,
 - (d) the Teacher ceases to be employed under a secondary contract.
 - (e) the Teacher is terminated under Article L4.08

Seniority List

- L26.11 By November 30 of each year, the Board shall prepare and publish in the Employee Portal a seniority list updated to September 01 of the current year. By April 1 of each year, the Board shall prepare and publish in the Employee Portal an updated seniority list of the current year. The seniority list shall list Teachers from the most senior to the least senior according to the seniority as determined in Articles L26.01 to L26.10. The list shall be posted in three formats, sorted by rank, sorted by alpha, and sorted by worksite.
- L26.12 The list shall include the name and location of each Teacher and shall show separately each determinant used in calculating seniority as defined in Articles L26.01 to L26.10.
- L26.13 The Union shall also be provided with a copy of such a list.
- L26.14 A Teacher's placement on the seniority list must be verified by the Teacher each year before the final seniority list is published. Errors in the calculation of a Teacher's seniority shall be brought to the attention of the Board and the Union by the Teacher within thirty (30) working days of posting or the list shall be deemed correct.
- L26.15 This list shall apply to all permanent and probationary contract Teachers.

ARTICLE L27.00 - SECONDARY STAFFING COMMITTEE

- L27.01 A Secondary Staffing Committee, composed of two (2) Superintendents or designates, one (1) of whom shall be the voting Chairperson, two (2) Principals, and four (4) members of OSSTF District 11, shall be established by February 15 of each school year.

L27.02

The Committee shall provide input to Senior Administration on the following matters no later than April 07 unless the date on which Funding Formula information from the Ministry of Education and Training is released is such that the task can not be completed. The Committee shall be provided with a copy of the Secondary Enrolment report submitted by each school by April 07 of each school year.

- (a) Projected F.T.E. Enrolment for the following school year in accordance with relevant Ministry of Education and Training grant calculation guidelines and Average Daily Enrolment calculation dates and Board projected enrolment data.
- (b) Total Complement of OSSTF Teachers, excluding Learning Co-ordinators, Continuing Education Teachers and Occasional Teachers, to be assigned to the secondary panel for the following school year in accordance with the funds provided for secondary Teachers under the Ministry of Education and Training's Funding Formula and the Agreement.
- (c) Number of eligible courses that secondary classroom Teachers are assigned in accordance with the *Education Act*, any applicable Regulation and the Agreement.
- (d) Achievement of the Average Class Size provision in accordance with the *Education Act* and any applicable Regulation.
- (e) Allocation of OSSTF Teachers to each Secondary School and other Worksites, recognizing the unique needs of individual schools, such that the total staff allocated including any holdback, equals the total number generated.
- (f) The Committee shall receive by April 30, the names of all Teachers declared surplus to their schools.
- (g) The Committee shall review, upon the request of a Teacher, the reasons for that Teacher being declared surplus and render a final and binding decision on the surplus status of that Teacher which is neither grievable nor arbitrable. The Teacher may have representation from the Union in such a review. In the case of a tie vote, the Associate Director, Organizational Support Services shall render a final and binding decision which is neither grievable nor arbitrable.
- (h) The Committee shall receive by May 31 the names of all Teachers declared redundant to the system.

- (i) The Committee shall review, upon the request of a Teacher, the reasons for that Teacher being declared redundant and render a final and binding decision on the redundant status of that Teacher which is neither grievable nor arbitrable. The Teacher may have representation from the Union in such a review. In the case of a tie vote, the Associate Director, Organizational Support Services shall render a final and binding decision. The decision of the Associate Director is subject to the grievance/arbitration process.
- (j) The Committee shall be provided with a copy of each Teacher's timetable for the school year by September 30, and for semester 2 by February 28.
- (k) The Committee shall review the distribution of assigned time to teaching staff within each school once a semester and provide input to the Senior Administration on such distribution.
- (l) The Committee may provide input to the Senior Administration on the procedures for secondary staffing.
- (m) Should the Committee receive a request to review an allocation, the senior administration shall take the necessary actions to implement any recommendations agreed to by the Committee that arise from the review.

ARTICLE L28.00 - IN-SCHOOL STAFFING COMMITTEE

- L28.01 An In-School Staffing Committee, composed of the Principal, one (1) Vice Principal and two (2) Union representatives, shall be established in each school for the school year. OSSTF District 11 shall advise each Principal of the names of the two (2) Union representatives for their school for the school year by September 15. Where a school does not have a Vice-Principal, there shall only be one (1) Union representative.
- L28.02 The Committee will meet regularly and report to the Teaching staff when it is appropriate to do so.
- L28.03 In addition, the Committee shall:
 - (a) Prior to April 25, review any potential surplus Teacher declarations and provide input to the Principal before the Principal declares any Teacher surplus to the school.

- (b) Prior to April 25, provide input to the Principal on school program needs before the Principal declares vacant positions in the school.
- (c) Provide input to Principal regarding the allocation of instructional time to each Teacher. The following list shall be considered in making allocations: school needs, qualifications, equity of workload, teacher preferences, number of preparations and seniority.
- (d) For staffing matters other than those addressed in Article L28.05 that arise during the school year, provide input to the Principal or Secondary Staffing Committee, as appropriate.
- (e) Provide school input on decisions arising from recommendations of the Secondary Staffing Committee and/or to the Secondary Staffing Committee.

- L28.04 Nothing in Articles L28.01 to L28.04 inclusive precludes the Principal from seeking input from department heads, individually or as a group of department heads, on the staffing needs of the school.
- L28.05 For staffing purposes, a Teacher on a leave of absence of one (1) school year or less shall be considered to be on the staff of the school at which they last taught. Time spent on the statutory leave period of a pregnancy, parental or adoption leave, or on Extended Parental Leave under Article L14.12 shall not count as part of the one (1) year leave of absence referred to above.
- L28.06 For staffing purposes, a Teacher who transferred to replace a Teacher on a one (1) school year leave of absence shall be considered as part of the staff of his/her previous school in the subsequent year.
- L28.07 For staffing purposes, a Teacher returning from a reciprocal transfer shall be considered as part of the staff of the school of which s/he was a member immediately prior to the transfer.
- L28.08 For staffing purposes, Teachers who have been on an approved absence from work for personal illness or injury, for less than (24) months shall be considered to be on the staff at the school at which they last taught.
- L28.10 Prior to April 15 of each year, the Union and the Board shall conduct a joint in-service session for all OSSTF and Administrator members of In-School Staffing committees regarding the staffing process and staffing provisions for the following school year as described in the relevant articles in the Collective Agreement. The in-service shall include, but not be limited to, the provisions of Article L19, Article L28, Article L29, Article L30, Article L31, Article L32.

School Supervision Model

- L28.11 The Principal, in consultation with the OSSTF members of the In-School Staffing Committee, shall:
- L28.11.01 Develop a complete list of the areas which will require assigned timetabled teacher instruction time supervision based on the provisions of Article L18 and L19.
- L28.11.02 Develop a supervision plan, the components of which shall include:
- (a) the amount of the supervision planned according to each of the elements of the list in Article L28.01.01
 - (b) the composition of the group of Teachers assigned to provide the level of supervision planned for each of the elements of the list in Article L28.01.01
 - (c) the school timetable format under which the supervision will occur.
- L28.11.03 Prepare and submit supervision schedules based on the supervision plan developed in Article L28.01.02 to the Secondary Staffing Committee for the purposes of:
- (a) providing information to those responsible for implementing and maintaining the terms of the Agreement,
 - (b) reducing the complexity of the task of providing appropriate advice to Administrators and Teachers who are implementing the plans or who have questions about the plans,
 - (c) offering an opportunity for input and amendment to the schedule based on a system and Collective Agreement perspective as provided by the members of the Secondary Staffing Committee prior to the implementation of the plan.
- L28.11.04 School supervision schedules for semester one or for full year schools must be submitted to the Secondary Staffing Committee by October 01 for confirmation. Semester two schedules must be submitted by March 01 for confirmation.

ARTICLE L29.00 - TRANSFERS

Alternative Education and W.D. Sutton

L29.01 When a Secondary Teacher vacancy exists within Alternative Education or W.D. Sutton, the site location will be included in the job posting.

L29.02 Where there is a demonstrated need to transfer a Teacher to a different work location:

- i) The Principal will endeavour to minimize the impact on all Teachers within Alternative Education or W.D. Sutton and minimize any increase in commuting distances for affected Teachers.
- ii) The Principal will meet with the affected Teacher(s) to discuss the transfer.
- iii) Following the meeting(s) described in 2, the Principal, the Union and the Superintendent of Human Resources will meet to review the proposed transfer(s).

In addition to the process outlined above, changes to work locations of Teachers within Alternative Education or within W.D. Sutton can occur with the mutual agreement of all affected Teachers.

Reciprocal Transfers

L29.03 Teachers who wish to be considered for a reciprocal transfer with another Teacher for September 01 shall apply on the Reciprocal Transfer Form to the Superintendent of Education with secondary school staffing responsibilities by February 15 so that their names can be included on the System Reciprocal Transfer List.

L29.04 Applicants for reciprocal transfers shall specify the specific school(s), grade(s) and/or subject area(s) to which they wish to transfer as well as indicate the current position held, their qualifications and any qualifications required for the current position held.

L29.05 The system list of all Teachers requesting a reciprocal transfer shall be posted in all secondary schools and workplaces by March 01.

L29.06 The purpose of the System Reciprocal Transfer List is to allow any Teacher, whether that Teacher's name is on the list or not, to contact a Teacher whose name is on the System Reciprocal Transfer List to discuss the feasibility of a reciprocal transfer in accordance with Article L29.06.

- L29.07 Reciprocal transfers shall receive priority consideration insofar as possible during the staffing process.
- L29.08 Each pair of Teachers and their receiving Principals shall agree to the reciprocal transfer before such transfer is effected. Subject to the program needs of the school, the Principal(s) shall not unreasonably withhold approval for such transfer. It is understood that a transfer may be denied if a Teacher is currently on the "under review" or similar process or currently teaching on a Letter of Permission. A Teacher may not enter into a reciprocal transfer if that Teacher is unqualified for the position sought.
- The parties shall advise the Superintendent of Student Achievement with secondary school staffing responsibilities in writing of their agreement on the reciprocal transfer proposal. Written approval will be provided by the Superintendent of Student Achievement with secondary school staffing responsibilities to the Teachers and Principals with a copy forwarded to the Human Resource Services Department. Once the reciprocal transfer is confirmed the Teachers shall complete the reciprocal transfer, subject to Article L29.08
- L29.09 (a) Should a proposed reciprocal transfer be denied, the reason(s) for the denial will be provided verbally to the Teacher by the Principal responsible for the denial.
- (b) A Teacher wishing to appeal the decision to deny a requested reciprocal transfer shall request a meeting with the Principal responsible for the denial and a Union representative to discuss the rationale for the decision and attempt to resolve the matter.
- (c) Should the matter not be resolved to the Teacher's satisfaction in the meeting as specified in Article L29.07 (b), the Teacher may request an additional meeting with the Principal responsible for the denial, a Union representative and the Superintendent of Student Achievement responsible for secondary school staffing in an attempt to resolve the matter. The decision of the Superintendent shall be final.
- L29.010 Any previously arranged reciprocal transfer is canceled if, prior to the transfer taking effect, one of the transferring Teachers receives a promotion, is declared surplus, resigns or experiences a change in employment status.
- L29.011 If a Teacher involved in a reciprocal transfer arrangement accepts a promotion, resigns, retires or experiences a change in employment status after the transfer has taken effect, the reciprocal transfer arrangement for the other Teacher shall remain unchanged for the remainder of the school year and the provisions of

Articles L29.10, L29.11 and L29.12 or L29.13 and L29.14, whichever are applicable, shall apply for the remaining partner.

- L29.12 At the end of the first school year, the pair of Teachers shall return to their original schools if:
- (a) they have not had their reciprocal transfers made permanent in accordance with Article L29.11; or
 - (b) they have not received an extension in accordance with Article L29.12.
- L29.13 A reciprocal transfer may be made permanent during the first year of the reciprocal transfer if the pair of Teachers and the Principals agree. The Parties shall advise the Superintendent of Student Achievement with secondary school staffing responsibilities in writing during the month of January of the first year of the reciprocal transfer of their desire to have the transfer made permanent. Written approval will be provided by the Superintendent of Student Achievement to the Teachers and the Principals with a copy forwarded to the Human Resource Services Department.
- L29.14 A reciprocal transfer may be extended for a second year if the pair of Teachers and their Principals agree. The parties shall advise the Superintendent of Student Achievement with secondary school staffing responsibilities in writing during the month of January of the first year of the reciprocal transfer of their desire to extend the transfer. Written approval will be provided by the Superintendent of Student Achievement with secondary school staffing responsibilities to the Teachers and the Principals with a copy forwarded to the Human Resource Services Department.
- L29.15 At the end of the second year, the pair of Teachers shall either return to their original schools or, with the agreement of the receiving Principals, have their transfers made permanent in accordance with Article L29.14
- L29.16 The Teachers shall advise the respective Principals and the Superintendent of Student Achievement with secondary school staffing responsibilities in writing during the month of January of the second year of the reciprocal transfer of their desire to have the transfer made permanent. Written approval will be provided by the Superintendent of Student Achievement to the Teachers and the Principals with a copy forwarded to the Human Resource Services Department.
- L29.17 At the conclusion of a reciprocal transfer, a Teacher may apply for another reciprocal transfer or a regular Teacher Initiated Transfer.

Cross-Panel Transfers

L29.18 Cross-panel transfers are reciprocal transfers between a Teacher from the secondary panel and a Teacher from the elementary panel. Teachers who undertake a cross-panel transfer to the elementary panel shall continue to receive salary and benefits, pay union dues and assessments, and accumulate seniority in accordance with the provisions of the Agreement. Working conditions will be established in the collective agreement between the Thames Valley District School Board and the Elementary Teachers' Federation of Ontario - Thames Valley Local.

NOTE: OTF bylaws preclude a cross-panel transfer from extending beyond two (2) school years.

L29.19 Teachers who wish to be considered for a cross-panel transfer with another Teacher for September 01 shall apply on the Cross-Panel Transfer Form to the Superintendent of Student Achievement with secondary school staffing responsibilities by February 15 so that their names can be included on the System Cross-Panel Transfer List.

L29.20 Applicants for cross-panel transfers shall specify the specific school(s), grade(s) and/or subject area(s) to which they wish to transfer as well as indicate the current position held, their qualifications and any qualifications required for the current position held.

L29.21 The system list of all Teachers requesting a cross-panel transfer shall be posted in all secondary schools and workplaces by March 01.

L29.22 The purpose of the System Cross-Panel Transfer List is to allow any Teacher, whether that Teacher's name is on the list or not, to contact a Teacher whose name is on the System Cross-Panel Transfer List to discuss the feasibility of a cross-panel transfer in accordance with Article L29.22.

L29.23 Cross-panel transfers shall receive priority consideration insofar as possible during the staffing process.

L29.24 Each pair of Teachers and their receiving Principals shall agree to the cross-panel transfer before such transfer is effected. Subject to the program needs of the school, the Principal(s) shall not unreasonably withhold approval for such transfer. It is understood that a transfer may be denied if a Teacher is currently on the ~~Aunder review~~ or similar process or currently teaching on a Letter of Permission. A Teacher may not enter into a cross-panel transfer if that Teacher is unqualified for the position sought. The parties shall advise the Superintendent of Student Achievement with secondary school staffing responsibilities in writing

of their agreement on the cross-panel transfer proposal. Written approval will be provided by the Superintendent of Student Achievement with secondary school staffing responsibilities to the Teachers and Principals with a copy forwarded to the Human Resource Services Department. Once the cross-panel transfer is confirmed the Teachers shall complete the cross-panel transfer, subject to Article L29.24

- L29.25
- (a) Should a proposed cross-panel transfer be denied, the reason(s) for the denial will be provided verbally to the Teacher by the Principal responsible for the denial.
 - (b) A Teacher wishing to appeal the decision to deny a requested cross-panel transfer shall request a meeting with the Principal responsible for the denial and a Union representative to discuss the rationale for the decision and attempt to resolve the matter.
 - (c) Should the matter not be resolved to the Teacher's satisfaction in the meeting as specified in Article L29.23 (b), the Teacher may request an additional meeting with the Principal responsible for the denial, a Union representative and the Superintendent of Student Achievement responsible for secondary school staffing in an attempt to resolve the matter. The decision of the Superintendent shall be final.
- L29.26 Any previously arranged cross-panel transfer is canceled if, prior to the transfer taking effect, one of the transferring Teachers receives a promotion, is declared surplus, resigns or experiences a change in employment status.
- L29.27 If a Teacher involved in a cross-panel transfer arrangement accepts a promotion, resigns, retires or experiences a change in employment status after the transfer has taken effect, the cross-panel transfer arrangement for the other Teacher shall remain unchanged for the remainder of the school year and the provisions of Articles L29.26, L29.27 and L29.28 or L29.29 and L29.30, whichever are applicable, shall apply for the remaining partner.
- L29.28 At the end of the first school year, the pair of Teachers shall return to their original schools if:
- (a) they have not had their cross-panel transfers made permanent in accordance with Article L29.27; or
 - (b) they have not received an extension in accordance with Article L29.28.
- L29.29 A cross-panel transfer may be made permanent during the first year of the cross-panel transfer if the pair of Teachers and the Principals agree. The Parties shall

advise the Superintendent of Student Achievement with secondary school staffing responsibilities in writing during the month of January of the first year of the cross-panel transfer of their desire to have the transfer made permanent. Written approval will be provided by the Superintendent of Student Achievement to the Teachers and the Principals with a copy forwarded to the Human Resource Services Department. Teachers who have a cross-panel transfer made permanent will be subject to the seniority provisions of the Collective Agreement for the panel to which they transfer.

- L29.30 A cross-panel transfer may be extended for a second year if the pair of Teachers and their Principals agree. The parties shall advise the Superintendent of Student Achievement with secondary school staffing responsibilities in writing during the month of January of the first year of the cross-panel transfer of their desire to extend the transfer. Written approval will be provided by the Superintendent of Student Achievement with secondary school staffing responsibilities to the Teachers and the Principals with a copy forwarded to the Human Resource Services Department.
- L29.31 At the end of the second year, the pair of Teachers shall either return to their original schools or, with the agreement of the receiving Principals, have their transfers made permanent in accordance with Article L29.30.
- L29.32 The Teachers shall advise the respective Principals and the Superintendent of Student Achievement with secondary school staffing responsibilities in writing during the month of January of the second year of the cross-panel transfer of their desire to have the transfer made permanent. Written approval will be provided by the Superintendent of Student Achievement to the Teachers and the Principals with a copy forwarded to the Human Resource Services Department. Teachers who have a cross-panel transfer made permanent will be subject to the seniority provisions of the Collective Agreement for the panel to which they transfer.
- L29.33 At the conclusion of a cross-panel transfer, a Teacher may apply for a reciprocal transfer or a regular Teacher Initiated Transfer. After a return to the Teacher's panel of a least one (1) year, the Teacher may apply for another cross-panel transfer.

Administrative Transfers

- L29.34 Under special circumstances, administration may transfer a Teacher, in accordance with the Administrative Transfer Procedures for Secondary Teachers, to another secondary school after consultation with the Teacher, the Teacher's current Principal, the receiving Principal and the Union.

Administration will review these Administrative Transfer Procedures with the Union annually.

- L29.35 An administrative transfer will normally not increase the distance traveled by the Teacher from the original residence to the new school by more than forty (40) km.
- L29.36 Administrative transfers shall be effected first in the staffing process.
- L29.37 Any transfers resulting from the application of Article L30 (Surplus), Article L31 (Redundant Teachers), Article L32 (Recall), Articles L29.01 to L29.15 (Reciprocal Transfers), Articles L29.16 to L29.31 (Cross-Panel Transfers), Articles L29.36 to L29.41 (Teacher Initiated Transfers) and Article L34.1 (Increased Time Requests) shall not constitute an Administrative Transfer.
- L29.38 No other Teacher will be declared surplus as a result of an administrative placement.

Teacher Initiated Transfers

- L29.39 Should the allocation of Teachers to schools result in any vacancies, such vacancies shall be posted and made available to all qualified Teachers.
- L29.40 Teachers interested in transferring schools in order to assume a vacant position may do so by submitting a Transfer to Vacancy form to the Principal of the school in which the vacancy exists.
- L29.41 Part-time Teachers who apply for transfer cannot increase their teaching time entitlement solely through the transfer process in the first two rounds of posting.
- L29.42 When a vacancy occurs and there is more than one (1) Teacher interested in transferring to the same school in the same subject area, the Principal will initiate an interview process to select a Teacher for the position. Seniority should be a consideration in the selection for interview.
- L29.43 When there is only one (1) Teacher interested in transfer to a school in a subject area, the Principal will consult with the Teacher to determine the appropriateness of the proposed timetable as compared with the Teacher's qualifications. Subject to the approval of the receiving Principal, the Teacher is expected to accept the offer of transfer.
- L29.43 Under normal circumstances, the transfer process will end after two (2) rounds of posting.

- L29.44 Prior to the second round of posting, by mutual consent Principals may choose to consolidate a Teacher that is shared with two or more locations up to their current FTE entitlement and there is no surplus declarations and there are available vacancies. This will be considered a transfer for the part time teacher as noted in L29.38
- L29.45 At the end of the second round of posting, Principals may choose to increase entitlement for qualified part time contract teachers within their school.

ARTICLE L30.00 - SURPLUS TEACHERS

Surplus Declarations

- L30.01 Should the number of Teachers on the staff of a school be greater than the number assigned to the school, the Principal will declare the requisite number of Teachers surplus to meet the assigned complement.
- L30.02 Should there be a need for the Principal to make a surplus declaration, qualifications required to address program needs in a school will be based on the Act and Regulations.
- L30.03 Should there be a need for the Principal to make a surplus declaration, the least senior Teacher(s) will be declared surplus providing the program needs of the school can be met. A Teacher will not be declared surplus if to do so would mean that the program needs of the school cannot be met.
- L30.04 The Principal shall meet with each Teacher declared surplus to the school within seven (7) days of surplus lists being reviewed by the Secondary Staffing Committee. The Principal will provide the Teacher with an explanation of the decision, and a letter stating that the Teacher is surplus to the needs of the school. This letter shall include a description of the Teacher's rights under the Collective Agreement as it pertains to transfers and surplus. Such Teachers may be included in the transfer process described in Articles L29.36 to L29.41 inclusive.
- L30.05 The requirement to give written notice for resignation outlined in Article 7 will be waived for Teachers declared surplus until such time as they are placed according to Articles L30.06 to L30.13 inclusive.

Placement of Surplus Teachers

- L30.06 If the Teacher Initiated Transfer procedure of Articles L29.36 to L29.41 inclusive, results in a vacancy at a school that a surplus Teacher from that school has the qualifications to fill, the most senior Teacher with the necessary qualifications

will have his/her surplus declaration withdrawn and the Teacher will be staffed at that school.

- L30.07 Each Teacher who was declared surplus and who remains surplus after the transfer process, shall be given a Request for Transfer form. The Teacher shall complete and return the Request for Transfer form within forty-eight (48) hours. The Principal shall submit the form to the Superintendent of Student Achievement with secondary staffing responsibilities within twenty-four (24) hours of receipt of the completed form. The Teacher will be placed on the basis of qualifications and seniority in a school for which they have stated a preference, should an appropriate vacancy exist, or in the school where there is a vacancy for which they are qualified that is closest to the school from which they were surplus, unless otherwise agreed to by the Teacher.
- L30.08 Teachers who were declared surplus and have been placed at another school shall have the right on the basis of seniority and qualifications to return to positions for which they are qualified which become available at the school from which they were declared surplus. If such positions become available prior to June 10, Teachers opting to exercise their right, will be placed in the school from which they were declared surplus. If such positions become available after June 10 and before December 31, Teachers opting to exercise their right will be placed in the school from which they were declared surplus for second semester if it coincides with the start of second semester in the current school.
- L30.09 If, after all vacancies have been filled, there are still surplus Teachers, the surplus Teacher with the highest seniority will displace the most junior Teacher holding a position that the surplus Teacher is qualified to teach provided that the surplus Teacher has more seniority than the Teacher to be displaced.
- L30.10 Any Teacher displaced by this process shall then be declared surplus by letter from the Principal and the Teacher originally declared surplus will have the surplus declaration withdrawn.
- L30.11 The procedure outlined in Articles L30.09 and L30.10 shall be repeated for every surplus Teacher until it is impossible for any surplus Teacher to displace any other Teacher with lower seniority.
- L30.12 A Learning Co-ordinator or any other Teacher at the Education Centre, Community Education Centre or other board work site whose term expires and is not renewed or whose position no longer exists will be staffed according to the provisions of Articles L25.02 to L25.06 inclusive.
- L30.13 Should the re-assignment referred to in Article L30.12 result in more people holding those positions than there are positions available, the least senior person

in terms of time in that position will be re-assigned to the position that person most recently held and the provisions of Articles L30.01 to L30.05 inclusive shall apply.

ARTICLE L31.00 - REDUNDANT TEACHERS

- L31.01 If a surplus Teacher cannot be placed because there are insufficient positions for which the Teacher is qualified, the Teacher shall be declared redundant to the system.
- L31.02 The thirty (30) most senior redundant Teachers will be placed in the Supply Pool. Each Teacher in the Supply Pool will be assigned a home school to which the Teacher is to report unless called to perform the duties of an Occasional Teacher. Unless otherwise agreed, a Teacher in the Supply Pool will be assigned a home school and receive occasional assignments as close to the Teacher's former school as possible. While in the Supply Pool, a Teacher shall receive the same salary, benefits and increment as would have been received had the Teacher not been declared redundant.
- L31.03 A redundant Teacher not placed in the Supply Pool shall be terminated and receive a letter signed by the Associate Director, Organizational Support Services stating the reason for the termination and the date on which it takes effect. Such Teacher shall be placed, on written request, on the Occasional Teachers List with no guarantee of the number of days of employment. Provided that they have the necessary qualifications such Teachers will normally be given priority when Occasional Teachers are called. Redundant Teachers not in the Supply Pool have the right to purchase employee benefits, at their cost, for one (1) year in accordance with Article L11.

ARTICLE L32.00 - RECALL

- L32.01 The right of recall shall apply to full-time and part-time permanent and probationary Teachers and shall extend for two (2) years from the date when the declaration of redundancy took effect. Such Teacher's seniority shall continue to accumulate in accordance with the provisions of Article L26. If no position is found within the two (2) year period, the Teacher's recall, supply pool, seniority rights and all other rights under the Agreement shall cease.
- L32.02 The Board shall maintain, publish and distribute to the Union a recall list of redundant Teachers in order of most senior Teacher to least senior Teacher.
- L32.03 Redundant Teachers must notify the Associate Director, Organizational Support Services or designate by registered letter no later than March 01 that they wish to remain on the recall list for the following school year.

- L32.04 Teachers on the recall list shall be responsible for informing the Board of any new areas of qualification and/or any change of address or phone number.
- L32.05 Teachers on the recall list shall be recalled in the order that their names appear on the recall list established under Article L32.02. Such recall shall be to the Supply Pool or to a vacant teaching position subject to the Teacher being qualified to teach in the subject area in which a vacancy occurs.
- L32.06 The Board shall notify Teachers being recalled in writing by registered mail and such Teachers shall notify the Board of acceptance no later than five (5) days after receipt of the recall notice. Should a Teacher not accept a recall, the Teacher's recall and seniority rights under the Agreement shall cease and the employment relationship under the Agreement shall be terminated.

ARTICLE L33.00 -BOARD OFFICE OR COMMUNITY EDUCATION CENTRE VACANT OR NEW POSITIONS: ADDED RESPONSIBILITY AND SPECIAL ASSIGNMENT

Definition of Vacancy

- L33.01 Should a decision be made to fill an existing or newly created position of added responsibility or special assignment in the Board Office or Community Education Centre, it shall be posted and filled according to the following criteria provided that Teachers who may fill the positions are covered by the Agreement.
- L33.02 A "vacancy" under Article L33 means an assignment listed in Article L33.01 that is unoccupied because:
- (a) the incumbent has been transferred, promoted, or has resigned; or
 - (b) the incumbent has died; or
 - (c) a new position has been created; or
 - (d) a temporary vacancy exists.

Creation of a New Position

- L33.03 If, in accordance with Article L33.01, a new position of added responsibility or special assignment has been created that could be filled by a Teacher covered by the Agreement, the administration will set the tentative salary and allowance for any such position and proceed with appointing a Teacher to the position. The administration will advise the Union of the duties, responsibilities, qualifications

and other relevant information pertaining to the position and shall inform the Union to establish the salary and allowance for the new position.

Posting of Positions

- L33.04 The Board shall post in every school and worksite a notice of all vacancies of positions referred to in Article L33.01 at least five (5) instructional days prior to the closing date for receipt of applications for said position(s). Concurrently a copy of such notice shall be sent to the Union.
- L33.05 All postings shall include the title of the position, a job description, requisite experience if any, qualifications, annual salary and any applicable allowances, effective date and, if it is a temporary vacancy, the probable duration.
- L33.06 Any posting of a position that could be filled by Teachers of either panel, due to the qualifications required for the position, shall apply to both panels.
- L33.07 All applicants for positions covered by this Article shall receive a debriefing, if so requested.
- L33.08 Should the Board be unable to fill a new position or a vacancy that is posted exclusively for secondary panel Teachers from among the Teachers covered by the Agreement the Board may fill the vacancy with a Teacher recruited by means of external advertisement or the Board may choose to re-post internally until the vacancy is filled.

ARTICLE L34.00 - PART-TIME ASSIGNMENTS

Increases in Teaching Entitlement

- L34.01 (a) At the conclusion of the Teacher Initiated Transfer process as described in Article L29.36 through L29.41, and the Placement of Surplus Teachers procedure as described in Article L30.06 through L30.13 if applicable, remaining vacancies shall be posted and made available to those Teachers who wish to be considered for an increase in teaching entitlement for the next semester or the next school year.
- (b) Teachers interested in increasing their teaching entitlement may do so by applying to the Principal of the school in which the posted vacancy exists.
- (c) The posting and application process described in Article L34.01 (a) and L34.01 (b) shall be completed prior to external hiring for either semester two or for the next school year.

Temporary Decreases in Assignment

- L34.02
- (a) A Teacher who, on or prior to March 15, requests a part-time leave commencing the following school year shall have the request granted provided that the program needs of the school can be met. Requests received after March 15 may be granted at the discretion of the employer.
 - (b) A Teacher who requests and is granted a part-time leave for a school year will return to her/his previous assignment at the end of the leave period.
 - (c) A Teacher may apply on or prior to March 15 for an extension of the Teacher's part-time leave for the following school year and such extension shall be granted provided the program needs of the school can be met. Requests received after March 15 may be granted at the discretion of the employer.
 - (d) On return to her/his previous assignment, the Teacher shall be staffed in her/his current school in accordance with the staffing provisions of the Agreement.

Salary and Allowances, Benefits, Sick Leave and Preparation Time

- L34.03 A Teacher on a part-time assignment shall:
- (a) be paid in accordance with the provisions of Article L9 (Salary and Allowances); and
 - (b) receive the Board's portion of the cost of benefits as set forth in Article L11; and
 - (c) be credited with the number of full school days of sick leave in accordance with the provisions of Article C9.00 (Sick Leave)
- all in the same ratio as the part-time employment bears to full-time employment.

- L34.03.1 Allowances under L9.03 to L9.08 shall not be pro-rated based on FTE

Seniority

- L34.0 4 For purposes of seniority, a Teacher on part-time assignment shall be deemed to be on full-time assignment.

Scheduling of Assignments

- L34.05 The assigned duties of a Teacher on a part-time assignment shall be scheduled, whenever feasible, consecutively during the part of the working day which the Teacher has requested to teach.

ARTICLE L35.00 - SECONDMENTS

- L35.01 Teachers covered by the Agreement may not be seconded to positions with the Thames Valley District School Board.
- L35.02 Teachers accepting secondment positions shall be paid salary and benefits in accordance with the provisions of the Agreement and retain the rights of any other relevant sections of the Agreement that are not in conflict with the working conditions of the seconding employer.
- L35.03 Seconded Teachers shall receive salaries and benefits during the term of the secondment in accordance with the provisions of the Agreement provided that the Teacher complies with the agreed upon conditions of the secondment.
- L35.04 Approval of a secondment request is at the sole discretion of the Board.
- L35.05 A secondment leave of absence for one (1) year to commence September 01 may be granted by the Associate Director, Organizational Support Services or designate, upon written request of a Teacher. A copy of the request must have been submitted to the Principal prior to being sent to the Associate Director, Organizational Support Services or designate.
- The Teacher may request an extension of the secondment leave by March 15 of each year of leave for a maximum of three (3) additional years.
- L35.06 Secondments are to start September 1st. Secondment requests at other times during the year may only be granted at the sole discretion of the Board, for exceptional circumstances.
- L35.07 A Teacher returning from a secondment leave of one (1) school year or less shall be placed at the school from which they took the leave, subject to seniority and qualifications.

A Teacher returning from a secondment leave greater than one (1) school year will be returned to the staff list of their previous school for the purposes of tracking staff during the staffing process. If there is no vacancy for which the Teacher is qualified, the Teacher will be declared surplus to the school, regardless of seniority.

ARTICLE L36.00 - DEDUCTION AND REMITTANCE OF UNION DUES

- L36.01 For each pay date on which an employee is paid, the Board shall deduct from each employee the OSSTF dues and any levies chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and notification shall be forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- L36.02 The OSSTF dues deducted under Article L36.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittances shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, salary for the period, and the amounts deducted.
- L36.03 Levies specified by the Bargaining Unit in Article L36.01 shall be deducted and remitted to the Treasurer of OSSTF District 11, at the District Office no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, salary for the period, and the amounts deducted.
- L36.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

Federation Levy

- L36.05 The Bargaining Unit shall provide the Board with a copy of the motion(s) passed at a general meeting of District 11 authorizing the Board to deduct from the payroll of all members of District 11 such amount(s) as are authorized by motion. Such amount(s) shall be in the form of a one-time per year levy or a fixed percentage or dollar amount to be deducted on each pay date as set forth in the Agreement. The Board agrees to make such a deduction on the date(s) requested provided the Union motions are received by the Board at least thirty (30) days prior to the date of expected implementation. The Board shall forward the amounts so deducted to the Treasurer of the Branch Affiliate not later than the last teaching day of the month following the deduction.

Employment Insurance Rebate

- L36.06 The Board shall return to the Bargaining Unit the Federal Employment Premium Rebates to which the individual Bargaining Union members are entitled:
- (a) by March 31 for the period September 01 to February 28/29 and

(b) by September 30 for the period March 01 to August 31.

- L36.07 In returning these monies to the Bargaining Unit, the Bargaining Unit holds the Board harmless with respect to any individual grievances filed by a member of the Bargaining Unit with respect to these funds.

ARTICLE L37.00 - BARGAINING UNIT LEAVE

Bargaining Unit Officers - OSSTF, District 11

- L37.01 The President of the Bargaining Unit and four (4) Bargaining Unit Officers shall be entitled to a full-time leave from classroom duties for a two (2) year term.
- L37.02 The Board and the Union may agree to the full-time release from classroom duties of up to three (3) additional Bargaining Unit Officers.
- L37.03 The Officers referred to in Articles L37.01 and L37.02 shall be paid by the Board and shall experience no loss of salary, allowances or benefits while on leave. The Bargaining Unit will reimburse the Board the cost of benefits and any additional allowance paid to the Officers and President.
- L37.04 The Bargaining Unit shall reimburse the Board the replacement cost of those employees on Bargaining Unit leave at a rate of Category 3, Step 0.
- L37.05 Bargaining Unit Officers shall be entitled to have their leave renewed.
- L37.06 Bargaining Unit Officers shall have the same rights of return as Learning Coordinators under Articles L25.02 to L25.05.
- L37.07 Teachers released from their teaching duties for daily leaves for Bargaining Unit business shall be replaced by Occasional Teachers during their absence.
- L37.08 The Bargaining Unit will reimburse the Board for the cost of Occasional Supply Teachers for daily leaves for Bargaining Unit business.
- L37.09 Identification and notification of Officers to be released in accordance with this article shall be made to the Associate Director, Organizational Support Services or designate by April 15 of each year for Semester 1 release or by November 30 for Semester 2 release.

ARTICLE L38.00 - LABOUR MANAGEMENT MEETINGS

- L38.01 Upon the request of either Party, representatives shall meet for the purpose of engaging in full and effective consultation or discussion with a view to ongoing communication and resolution of any issues which may concern the Parties to the Agreement. The Parties shall develop mutually agreeable processes for this Labour Management forum. It is intended that these discussions will occur at regularly scheduled monthly meetings during the school year, and at other times as required.

ARTICLE L39.00 - CORRESPONDENCE

- L39.01 All correspondence between the Parties arising out of the Agreement shall pass to and from the Associate Director, Organizational Support Services or designate and the President of the Union or designate.

ARTICLE L40.00 - COPIES OF THE COLLECTIVE AGREEMENT

- L40.01 The Board agrees to post the Collective Agreement on its web site within forty-five (45) days of the signing of the Agreement. The Board agrees to provide the Union with 100 copies of the agreement at shared cost, for which the Union will distribute.

ARTICLE L41.00 - ACCESS TO BOARD INFORMATION

- L.41.01 Retirement and Resignation List
- L.41.01.1 The Board shall provide the Union with a list of Teachers covered by the Agreement, including their full time equivalency, the school they were last assigned to, their start date, their termination date, and the reason (retire or resign) by December 15, who have submitted their letter to the Board advising of their intent to retire or resign from the Board on January 31 or at the end of the first semester, whichever comes first.
- L.41.01.2 The Board shall provide the Union with a list of Teachers covered by the Agreement, including their full time equivalency, the school they were last assigned to, their start date, their termination date, and the reason (retire or resign) by April 30, who have submitted their letter to the Board advising of their intent to retire or resign from the Board on any date between and including June 30 and August 31.
- L41.02 The Board shall provide to the Union electronic copies of any agendas, minutes and support documents that are available to the public prior to all public Board meetings and public committee meetings.
- L41.03 The Board shall provide the Union with the following information:

- (a) by February 15 a scattergram showing the number of Teachers at each position on the salary grid effective January 31,
- (b) by October 31 a list of Teachers eligible for each predecessor Board retirement gratuity,
- (c) by November 15 a copy of the seniority list in accordance with Article L26,
- (d) within a reasonable length of time, after submission to the Ministry, the Board will provide to the Union President, or designate, year-end financial statements, revised estimates, and budget documents. It is recognized that these documents may be subject to change pending Ministry approval.
- (e) By September 30 and February 28, a list of new hires indicating their date of hire, full time equivalency, and work location
- (f) By April 15, a list of all department heads and assistant heads who have requested a temporary withdrawal under Article L25.29, indicating their work location and subject area,
- (g) Results of postings (including Positions of Responsibility and Teacher initiated Transfers) and for unfilled vacancies, names of all applicants.

L41.03 The Board shall provide the Union with a list of Teachers covered by the Agreement, including their Full-Time Equivalency, addresses and telephone numbers subject to the Board receiving sufficient governmental authority for release of such information under the prevailing Freedom of Information and Protection of Privacy Legislation by October 31 of each school year. Updates of amendments shall be provided by March 31 of each school year or as otherwise requested.

L41.04 The Board shall provide the Union with a list of all Teachers currently on a Leave of Absence of one (1) year or more, Secondment, LTD or who have recall rights, by October 31. The list shall include any entitlements the unplaced Teacher may have.

L41.05 The Union shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of providing to the Union the information stipulated by Articles L41.01, L41.03 and L41.04

ARTICLE L42.00 - PERSONAL INFORMATION

Documents Respecting Performance, Conduct or Discipline

L42.01 Copies of any document respecting the performance, conduct or discipline of a Teacher shall be given to the Teacher.

Signature Not Approval

- L42.02 The signature of a Teacher on any document respecting the performance, conduct or discipline of that Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

Records Management and Access to Personnel File

- L42.03 The primary non-medical personnel file respecting a Teacher shall be maintained in the Human Resource Services Department of the Board, recognizing that certain non-medical personnel material may be situated at the Teacher's school or workplace. Only material maintained in the primary file may be used or referenced in any matter involving Teacher discipline or performance. Material in such a file shall be available to the Teacher for inspection in the presence of appropriate Board personnel at a mutually agreeable time during regular working hours.
- L42.04 A Teacher shall be provided with a copy of all materials contained in her/his personnel file when so requested. Teachers shall receive copies of any materials placed in their personnel and school or workplace files which shall normally occur within five (5) school days of the material being filed. Additional copies shall be made available to the Teacher upon request where the Teacher has misplaced his/her material.
- L42.05 Where a Teacher authorizes in writing access to her/his personnel and school or workplace files by a Union Representative acting on the Teacher's behalf, the Board shall provide such access at a mutually agreeable time during regular working hours, as well as copies of materials contained therein, if also authorized and requested.
- L42.06 Upon the permanent transfer of a Teacher from a school or workplace, the Teacher's Certificate of Registration, Certificate of Qualification, employee number, data required for completing Ministry of Education and Training reports and all Board initiated documents in the school or workplace personnel file related to performance, conduct or discipline shall be forwarded to the Teacher's new school or workplace. All other information in the school or workplace file shall be returned to the Teacher or transferred to the Teacher's new school or workplace at the Teacher's discretion.

Disputed Contents of Personnel File

- L42.07 A Teacher shall be entitled to dispute the content of documents contained in the personnel file within twenty (20) days of issuance of the document and to that end the Teacher may provide to the Board written notice of the dispute which sets forth the Teacher's opinion of the error or inaccuracy.

- L42.08 If a Teacher disputes the accuracy or completeness of information in the personnel file the Board shall, where possible, within fifteen (15) days from receipt of a written request by the Teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the Teacher in writing of its decision including reasons for that decision. Thereafter, disciplinary documents stand unless altered or removed as a result of a timely grievance or by virtue of the application of Article L42.09.

Where the Board amends such information per the above, the Board shall at the request of the Teacher attempt to notify all persons who received a report based on inaccurate information.

Adverse Material to be Removed

- L42.09 Disciplinary material shall be removed from a Teacher's personnel file after two (2) discipline free years where no follow-up difficulty has occurred during the two (2) year period unless the Associate Director, Organizational Support Services determines, at the time of issuance, that the discipline was for serious misconduct.

Evaluation reports (and letters of concern and letters of doubt if utilized) shall be removed from the Teacher's personnel file after six (6) years of teaching without reoccurrence of unsatisfactory performance.

Medical Information

- L42.10 The Board shall keep any medical information in separate files in a secure location and in a completely confidential manner. Access to such records and information shall be confidential and strictly limited to the Board's Abilities and Wellness staff. No Information from a Teacher's medical record shall be given to any person or party unless the Teacher has provided written consent.

A Teacher may request copies of information contained in their non occupational medical record. Such a request will be submitted in writing to the Abilities and Wellness Specialist. An appointment to review the record will be made within five (5) working days from receipt of the letter. The Teacher will be provided with photocopies of any medical information requested from the record.

A Teacher may request copies of information contained in their occupation medical record by sending the request directly to Workplace Safety and Insurance Board.

ARTICLE L43.00 - GRIEVANCE AND ARBITRATION PROCEDURE

Informal Discussion

L43.01 A Teacher who has a complaint relating to the interpretation, application, administration or alleged violation of the Agreement shall discuss the complaint with the Principal or immediate Supervisor in cases where there is no Principal. Such a complaint shall be brought to the attention of the Principal or immediate Supervisor within twenty (20) days after the Teacher becomes aware or should have been reasonably expected to be aware of the circumstances giving rise to the complaint. The Principal or immediate Supervisor shall meet with the Teacher and the Branch President within ten (10) days of the complaint. The Principal or immediate Supervisor shall respond to the Teacher within five (5) days of the meeting. If the Teacher is not in agreement with the decision of the Principal or immediate Supervisor, the Union may submit a formal grievance on behalf of the Teacher at Step One. Nothing precludes a discussion taking place between the Union and a Board representative.

Step One

Failing resolution of the complaint by informal discussion, a grievance may be submitted by the Union on behalf of the Teacher(s) as provided for herein. The Union shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicate the relief sought. The grievance, signed by the President of the Bargaining Unit or designate, shall be sent to the Superintendent of Student Achievement, Human Resource Services or designate within twenty (20) days of the Union becoming aware of the circumstances giving rise to the grievance if the informal discussion stage is not utilized or ten (10) days after the informal discussion stage has been completed. The Superintendent of Student Achievement, Human Resource Services or designate will meet jointly with the Union Representative(s) within fifteen (15) days of receipt of the grievance. The Superintendent of Student Achievement, Human Resource Services or designate shall forward a written decision to the grievor and Union Representative within fifteen (15) days of the date on which the grievance meeting was held.

Step Two

If no settlement is reached at Step One, the Union may, within ten (10) days of receipt of the written reply of the Superintendent of Human Resource Services, refer the matter to the Associate Director, Organizational Support Services. The Associate Director, Organizational Support Services or designate shall meet with the Union Representative(s) within ten (10) days of receipt of the written request. The Associate Director, Organizational Support Services or designate shall respond to the grievance in writing within fifteen (15) days of the meeting.

Step Three

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) days of receipt of the response.

L43.02 (a) **Arbitration**

When either party requests that a grievance be submitted to a single Arbitrator, the request shall be conveyed in writing to the other party to the Agreement indicating the name(s) of a proposed Arbitrator. Within ten (10) days thereafter, the other party shall respond in writing indicating their agreement with a proposed Arbitrator or suggesting another name(s). If the parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

(b) **Board of Arbitration**

When both parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the Agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the Arbitration Board. The two (2) so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as Chair of the Arbitration Board shall be made by the Minister of Labour of Ontario upon the request of either Party. If either Party fails to appoint a nominee to the Arbitration Board, the other Party may request the Minister of Labour to appoint such a nominee.

(c) **Decision of the Arbitrator**

An Arbitrator or Board of Arbitration shall endeavour to give a decision, including one on whether a matter is arbitrable, within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the parties and upon any employee or employees affected by it.

d) **Powers of the Board_**

An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the *Labour Relations Act*.

L43.03 The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the parties.

Discharge Grievance

- L43.04 Where a Teacher has received a termination notice, the Teacher may file a grievance at Step One within ten (10) days of written notice of termination.

Group/Policy Grievance

- L43.05 The Union shall have the right to file a Group Grievance on behalf of two (2) or more Teachers based on a dispute arising out of the application, administration, interpretation or alleged violation of the Agreement at Step One with the wording modified as appropriate.
- L43.06 The Union and the Board shall have the right to file a Policy Grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of the Agreement at Step One with the wording modified as appropriate.

General Guidelines

- L43.07 "Days" shall mean instructional days.
- L43.08 Time limits under the grievance and arbitration process are to be adhered to, although the parties may extend any such time limits by written, mutual consent. The single Arbitrator or Board of Arbitration has the authority to extend time limits under the grievance procedure in accordance with S.48 (16) of the *Labour Relations Act*.
- L43.09 If the grievor fails to act within the time limits set out at any step, the grievance will be considered abandoned.
- L43.10 If the party against whom the grievance is lodged fails to respond within the time limits, the grievance shall automatically move to the next step in the process.
- L43.11 At any time of the grievance/arbitration procedure either or both parties may be represented by legal counsel so long as notification of the use of legal counsel at Step One has been submitted to the other party at least one (1) week prior to any meeting, or such shorter time as the parties agree.

Grievance Mediation

- L43.12 Nothing in this article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and time for grievance mediation to occur.

Grievance Definition

- L43.13 A grievance shall be defined as any question, dispute or difference of opinion involving the interpretation, application, administration or alleged violation of any term, provision or condition of the Agreement, including the question of whether a matter is arbitrable.

(See also [Central Article C5.00](#) for Grievance Process)

ARTICLE L44.00 - DEFINITIONS

- L44.01 Teacher means a member of the Ontario Secondary School Teachers' Federation who is employed by the Board as a permanent or probationary full-time or part-time Teacher with respect to those teaching duties or other work that is not related to the Teacher's employment as an Occasional Teacher, a Continuing Education Teacher, or a Continuing Education Instructor.
- L44.02 Part-time Teacher shall mean a Teacher that is employed for less than a 1.0 F.T.E. position with the Board.
- L44.03 Surplus Teacher is a Teacher for whom, due to the program needs of the school and the Teacher's seniority and qualifications as established by Regulation, there is no assignment available in that Teacher's current school.
- L44.04 Redundant Teacher is a Teacher for whom, due to the program needs of the system and the Teacher's seniority and qualifications as established by Regulation, there is no assignment available in the secondary panel.
- L44.05 Teacher's terms and conditions are covered by the Collective Agreement. Occasional Teachers' terms and conditions are covered by Appendix E to the Agreement. Continuing Education Teachers' terms and conditions are covered by Appendix F to the Agreement.

(See also [Central Article C3.00](#) for Definitions)

Pursuant to the Provisions of the *School Boards Collective Bargaining Act, 2014*

Memorandum of Settlement on Local Terms

BETWEEN

The Ontario Secondary School Teachers' Federation – District 11 (the "Union")

And

Thames Valley District School Board (the "Employer")

1. The parties agree that this Memorandum and the attached Appendix A constitute the basis for the full and final settlement of the local terms of the collective agreement. The parties agree to recommend these terms to their respective principals for ratification.
2. The parties will endeavour to complete the ratification process by June 26, 2020.
3. Except as provided in the attached Appendix A and in the Memorandum of Settlement respecting central terms dated April 20, 2020, the local terms of the collective agreement, and any agreement of the parties in local bargaining and as otherwise required by law, continue without amendment for the duration of the collective agreement.
4. Except as provided otherwise herein, the terms of this Memorandum and accompanying Appendix A shall be effective on the date of the ratification of these local terms pursuant to the *School Boards Collective Bargaining Act, 2014*.
5. The parties shall meet to determine the structure and content of the collective agreement within 90 days of the ratification of this Memorandum. Any dispute with respect to the terms to be included in the collective agreement, including any dispute with respect to a conflict between the local terms and the central terms, shall be referred by either party to the central dispute resolution process provided for under the central terms of the collective agreement.

Dated at London, Ontario, this 17th day of June, 2020



The Ontario Secondary School Teachers' Federation
District 11



Thames Valley District School Board



The Ontario Secondary School Teachers' Federation
District 11



Thames Valley District School Board



The Ontario Secondary School Teachers' Federation
District 11



Thames Valley District School Board

LETTER OF UNDERSTANDING #1

The Parties agree that, prior to April 15 of each year, the Union and the Board shall conduct a joint in-service session for all OSSTF and Administrator members of In-School Staffing committees regarding the staffing process and staffing provisions for the following school year as described in the relevant articles in the Collective agreement. The in-service shall include, but not be limited to, the provisions of Article L19, Article L28, Article L29, Article L30, Article L31, and Article L32.

The Parties further agree to establish, prior to 2003 December 31, a joint task group for the purpose of developing and implementing the process for the joint in-service session.

For OSSTF District 11 Thames Valley

For the Thames Valley District School Board

LETTER OF UNDERSTANDING #2

Between

THE THAMES VALLEY DISTRICT SCHOOL BOARD

And

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(DISTRICT 11)**

A secondary school's Average Daily Enrolment in Dual Credit courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.

Dated: June 12, 2020



The Ontario Secondary School
Teachers' Federation – District 11



Thames Valley District School Board

LETTER OF UNDERSTANDING #3

Between

THE THAMES VALLEY DISTRICT SCHOOL BOARD

And

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(DISTRICT 11)**

re - E-Learning

Secondary school students under 21 years of age taking credit courses through an electronically delivered curriculum shall be recorded as required by the *Education Act* and Regulations.

For the purposes of staffing in grade 9 to 12 for E-learning credit courses, the Board shall allocate a minimum staffing compliment to achieve a maximum average class size consistent with prevailing E-Learning class size regulations or 30 in the absence of such regulations. No E-Learning credit course shall exceed 35 students.

Any Teacher whose assignment includes E-Learning will have their pupil contact or equivalent adjusted to be pro-rated to that portion of the Teacher's assignment that is not E-learning.

A work station/area in the Teacher's secondary school with all the necessary resources for teaching an on-line course will be made available to a Teacher while teaching an e-learning course. A member assigned to teach electronically delivered credit courses shall be subject to the workload provisions set out in Article L19.

For purposes of staffing and surplus declaration, a Teacher assigned to teach e-learning credit courses shall be included in the staff complement of the secondary school which is the work location of the Teacher. Each time the school is staffed the Teacher has the right to resume a full timetable of regular classes subject to the staffing provisions of this Collective Agreement.

Dated: June 17, 2020



The Ontario Secondary School
Teachers' Federation – District 11



Thames Valley District School Board

LETTER OF UNDERSTANDING #4

BETWEEN

**Thames Valley District School Board
(hereinafter called 'BOARD')**

AND

**The Ontario Secondary School Teachers' Federation District 11 Thames Valley
(hereinafter called the 'Union')**

RE: School Closures and/or Mergers

In the event of an announcement of a secondary school closure, the President of the Union will be notified. The Parties will establish a committee comprised of equal representation of up to three (3) members of the Union and up to three (3) representatives of the Board to develop a staffing protocol.

Any agreed protocol shall include, but is not be limited to the following:

- a) No Teacher shall, by reason of school closure, be deprived of the Teacher's right to placement in a position elsewhere in the system according to Seniority (Article L26) and Transfer and Surplus (Article L 29 and L30).
- b) The impact on Positions of Responsibility.
- c) The feasibility and timing of a dedicated posting round for those teachers who are declared excess from the closing school in advance of the regular posting process.
- d) Reference to Letter of Understanding regarding Staff Procedures for Merging Schools-Sir George Ross S.S. and Thames S.S. (2014) and the Letter of Understanding regarding Staffing Procedures in the event that a Secondary School site is scheduled for closing (2009}.

Dated: June 12, 2020



The Ontario Secondary School
Teachers' Federation – District 11



Thames Valley District School Board

LETTER OF UNDERSTANDING #6

BETWEEN

**Thames Valley District School Board
(hereinafter called 'BOARD')**

AND

**The Ontario Secondary School Teachers' Federation District 11 Thames Valley
(hereinafter called the 'Union')**

RE: Technology

The Board is committed to exploring the feasibility of supplying all permanent Secondary Teachers with a Board supplied technology device. Consideration of funding sources; deployment; refresh/replacement cycles and practices other Boards have undertaken in consultation with the Local, with a decision and plan reached no later than June 30, 2021.

Dated: June 12, 2020



The Ontario Secondary School
Teachers' Federation – District 11



Thames Valley District School Board

LETTER OF AGREEMENT #1

BETWEEN

**Thames Valley District School Board
(hereinafter called 'BOARD')**

AND

**The Ontario Secondary School Teachers' Federation District 11 Thames Valley
(hereinafter called the 'Union')**

Re: ASPIRE

The Parties hereby settle grievance #141216 – ASPIRE on the understanding that:

1. Technological Education courses will have a class size maximum of 20 with no flex, excluding the following courses at all grade levels: Communications Technology, Technological Design, and Computer Technology.
2. Courses other than those described in 1 above will have a class size maximum of 25 with no flex.
3. ASPIRE will be added to the lists of subjects to which a Headship may be assigned.

Dated: June 12, 2020



The Ontario Secondary School
Teachers' Federation – District 11



Thames Valley District School Board

LETTER OF AGREEMENT #2

Between

THAMES VALLEY DISTRICT SCHOOL BOARD

And

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

(DISTRICT 11)

Re: Student Achievement Leader

The Parties agree to a Student Achievement Leadership program which will include the appointment of one (1) Student Achievement Leader position, within each secondary school from existing complement, for a two (2) year period beginning 2020 September 01. The appointment of this position will be at the discretion of the School Administrator.

The Teacher in the Student Achievement position will receive, in addition to their salary, an allowance of three thousand dollars (\$3,000.00) during each year.

This position will offer no protection during the staffing process.

This position cannot be combined with any other Position of Responsibility.

A Teacher who holds a Position of Responsibility who accepts the Student Achievement Leader position will be approved a temporary withdrawal for this period.

Dated: June 12, 2020



The Ontario Secondary School
Teachers' Federation – District 11



Thames Valley District School Board

APPENDIX A

STATEMENT OF AGREEMENT

DEFERRED SALARY LEAVE PLAN

THIS AGREEMENT made in triplicate this _____ day of _____, 20____. between THE THAMES VALLEY DISTRICT SCHOOL BOARD, hereinafter called the "Board", and THE ONTARIO SECONDARY TEACHERS' FEDERATION OF ONTARIO, DISTRICT #11, hereinafter called the "Union" and _____ of the _____ of _____ in The County of _____, hereinafter called the "TEACHER".

1. The Board agrees to employ the Teacher for _____ years beginning 20____ September 01 at the rate of _____% of the Teacher's proper grid salary and any applicable allowances for each of the _____ consecutive years, during which the Teacher will teach _____ years. Payment (less any lawful deductions, and including full fringe benefits) shall be in accordance with the Collective Agreement between the Board and the Union in effect during each of the _____ years of the plan.
2. The Teacher agrees to teach for _____ of the _____ years of this agreement in accordance with the plan as described in the Collective Agreement in effect on the date of the signing of this document. The Teacher will take a _____ leave of absence from 20____, _____ to _____, _____ subject to the hiring of a suitable replacement by the Board.
3. It is understood and agreed by all parties to this agreement that nothing in this agreement shall contradict any of the articles in the Collective Agreement between the Board and the Union or any acts or regulations of the province of Ontario or the Federal government.
4. Throughout the period of leave of absence, the employee can not receive any salary or wages from the employer or from a person with whom the employer does not deal at arm's length other than the amount by which the employee's salary under the plan was deferred or is to be reduced and reasonable fringe benefits.

In witness whereof, the Teacher and the appropriate officers of the Board and the Union have signed this document.

Signature of Associate Director, Organizational Support Services

Signature of the President of OSSTF, District #11

Signature of Chief Negotiator of OSSTF, District #11

Signature of Teacher

APPENDIX B- Historical Reference Only

RETIREMENT GRATUITY COLLECTIVE AGREEMENT PROVISIONS FROM PREDECESSOR BOARDS

Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012., except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above.

ARTICLE 12 - RETIREMENT GRATUITIES

- 12.1** A Teacher employed on 1998 August 31 by the Board under the provisions of one of the Agreements of the predecessor Boards forming the Thames Valley District School Board who has entitlement to the retirement gratuity provisions as set forth in Appendix B shall have her/his Retirement Gratuity entitlements continue in full force until she/he retires under such provisions unless the Teacher resigns or is terminated prior to retirement.
- 12.2** The Board shall maintain a record of all Teachers eligible for each applicable Retirement Gratuity as set forth in Appendix B.
- 12.3** Notwithstanding the provisions of Article L12.1 stipulating that a Teacher must be eligible for an unreduced pension, a Teacher to whom the provisions of Article L12.1 would otherwise apply will be eligible for a retirement gratuity in accordance with all of the relevant criteria set forth in Article 12.1 if that Teacher exercises the commuted value transfer option under the Ontario Teachers' Pension Plan within two (2) years of the date on which the Teacher would lose the right to exercise that option.
- 12.4** Notwithstanding any existing requirement contained in Retirement Gratuity provisions set forth in Appendix B that a Teacher be employed on a full-time basis, a Teacher to whom the relevant Retirement Gratuity provisions would otherwise apply will be eligible for a retirement gratuity in accordance with all of the applicable criteria of those provisions based on the annual full-time salary rate for that Teacher if that Teacher was a full-time Teacher, became a part-time Teacher and retains the right to return to full-time employment.
- 12.5** The gratuity is available in a lump sum payable during a period ranging from one (1) month to one (1) year after retirement, at the option of the Teacher provided said Teacher has advised the Board in writing thirty (30) days prior to retirement.

- 12.6** A Sick Leave Gratuity may be paid to the estate of a Teacher covered by Article 12.1 whose death occurs before retirement and while the Teacher was under contract with the Board. The amount of the gratuity, if any, shall be calculated as though the Teacher had retired on the day before the Teacher's death.

ARTICLE 13 - REGISTERED RETIREMENT SAVINGS PLAN

- 13.1** Effective 1999 September 01, a Teacher employed on 1998 August 31 by the Board under the provisions of one of the Agreements of the predecessor Boards forming the Thames Valley District School Board whose effective date of hire is as set forth below and who has successfully completed his/her probationary period shall have deposited by the Union annually, an amount of money, as determined by the Union, in an account with the Ontario Teachers' Group Investment Funds.
- (a) Teachers currently employed by the Thames Valley District School Board who were employed by the predecessor Elgin County Board of Education on 1997 December 31 and who had an effective date of hire with that Board on or after 1977 September 01 and on or before 1997 December 31; and
 - (b) Teachers currently employed by the Thames Valley District School Board who were employed by the predecessor Board of Education for the City of London on 1997 December 31 and who had an effective date of hire with that Board on or after 1978 September 01 and on or before 1997 December 31; and
 - (c) Teachers currently employed by the Thames Valley District School Board who were employed by the predecessor Oxford County Board of Education on 1997 December 31 and who had an effective date of hire with that Board on or after 1978 September 01 and on or before 1997 December 31; and
 - (d) Teachers currently employed by the Thames Valley District School Board with an effective date of hire with the Thames Valley District School Board on or after 1998 January 01 and on or before 1998 August 31 who, during that time, worked under the terms and conditions of the Elgin County Board of Education, the Board of Education for the City of London or the Oxford County Board of Education Collective Agreement with their respective secondary federation.
- 13.2** Teachers hired by the Thames Valley District School Board with an effective date of hire on or after 1998 September 01 shall, after two (2) years of employment with the Board have deposited annually by the Union an amount of money, as determined by the Union, in an account with the Ontario Teachers= Group Investment Funds.
- 13.3** All funds deposited under the provisions of Articles 13.1 and 13.2 are subject to the provisions set forth in Appendix C.

- 13.4** Effective 2004 September 01, the Board agrees to deposit a minimum of one hundred and fifty dollars (\$150) per FTE Teacher annually, as determined by the October 31 report to the Ministry of Education, to be taken from the Benefit portion of the Funding Formula, in the OSSTF RRSP Fund. Prior to January 31, the Union will notify the Board of the amount to be transferred from the OSSTF RRSP Fund to the OTG Fund. Such amount shall not exceed that which is currently in the OSSTF RRSP Fund.

Allocations credited each year will be as at September 01 and will generate interest.

- 13.5** The Board and Union agree to review the amount set forth in Article 13.4 annually to determine if an additional portion of the Benefit money can be allocated in a given year.
- 13.6** District 11 shall indemnify and save the Board harmless from any claims, suits, judgements, attachments and from any form of liability arising from the handling of the payments remitted to Ontario Teachers' Group in the name of OSSTF, District 11 by the Board. The Board's sole obligation pursuant to this Article is to remit the payment annually to Ontario Teachers' Group in the name of OSSTF, District 11.
- 13.7** The implementation of any and all provisions under Article 13 shall be in compliance with the Income Tax Act.

I. Elgin

7.02A Retirement Gratuity Plans

Plan "A"

This refers to the plan operated by the former St. Thomas Public School Board and the Central Elgin District High School Board. This plan applies only to those Teachers who selected it prior to January 1, 1970 as per the salary agreement for September 1, 1969 to August 31, 1970. A copy of this plan will be provided upon the request of a Teacher.

7.02B Plan "B"

This plan applies only to Teachers who were employed by The Elgin County Board of Education between September 1, 1969 and September 1, 1972 and those Teachers employed by former Boards in Elgin County with the exception of those Teachers employed by the prior St. Thomas Public School Board and the Central Elgin District High School Board who chose Plan A prior to January 1, 1970.

B1) A Retirement Gratuity shall be paid to eligible Teachers who leave the employment of The Elgin County Board of Education on account of age or health provided he /she qualifies for, and is granted a pension under the Superannuation Act.

B2) To be eligible, a Teacher shall have been employed by the Board for a minimum of ten consecutive years immediately prior to retirement.

B3) The Retirement Gratuity shall be calculated in accordance with the following formula:

$$\frac{\text{Salary of Last Year}}{200} \times \frac{\text{Accumulated Days (not exceeding 200 days)}}{2}$$

The gratuity cannot exceed 50% of the last year's salary.

B4) The gratuity is available in a lump sum payable during a period ranging from one month to one year after retirement, at the option of the Teacher.

B5) i) On the death of any Teacher who has been employed by the Board for a minimum of five years immediately prior to his/her death, that Teacher's estate or beneficiary shall receive an amount equal to one-half of the sick leave accumulated by that Teacher during his/her employment with the Board immediately prior to his/her death, multiplied by 1/200 of the annual salary being paid at the time of his/her death.

ii) The Death Benefit shall be calculated with the following formula:

$$\frac{\text{Salary of Last Year}}{200} \times \frac{\text{Accumulated Days (not to exceed 200 days)}}{2}$$

The Death Benefit shall not exceed 50% of the last year's salary.

7.02C Plan "C"

This plan applies only to Teachers who were employed by The Elgin County Board of Education commencing September 1, 1972 or thereafter, but before September 1, 1977.

C1) A Retirement Gratuity shall be paid to eligible Teachers who leave the employment of The Elgin County Board of Education on account of age or health provided he/she qualifies for, and is granted a pension under the Superannuation Act.

C2) To be eligible, a Teacher shall have been employed by the Board for a minimum of ten consecutive years immediately prior to retirement.

C3) The Retirement Gratuity shall be calculated in accordance with the following formula:

$$\frac{\text{No. of days Cumulative Sick Leave (Not to exceed 200 days)}}{200} \times \frac{2}{100} \times \text{Last Year's Salary in Elgin County}$$

The gratuity cannot exceed 50% of the last year's salary.

C4) The gratuity is available in a lump sum payable during a period ranging from one month to one year after retirement, at the option of the teacher.

C5) i) On the death of any Teacher who has been employed by the Board for a minimum of five years immediately prior to his/her death, that teacher's estate or beneficiary shall receive an amount equal to one-half of the sick leave accumulated by that teacher during his/her employment with the Board immediately prior to his/her death, multiplied by 1/200 of the annual salary being paid at the time of his/her death.

ii) The Death Benefit shall be calculated with the following formula:

$$\frac{\text{Salary of Last Year}}{200} \times \frac{\text{Accumulated Days (not to exceed 200 days)}}{2}$$

The Death Benefit shall not exceed 50% of the last year's salary.

II. London

10.5.5 Sick Leave Credit Gratuity

A Teacher whose contract of employment commenced before 1978 January 01 shall be paid, or if deceased the estate shall be paid, a gratuity as calculated in Article 10.5.6, subject to a maximum of one-half the gross annual salary on date of termination.

10.5.6 The formula for calculating the sick leave credit gratuity shall be as follows:

Gratuity =

$$\frac{\text{Accumulated Sick Leave to Date of Termination}}{2} \times \frac{\text{Gross Annual Salary On Date of Termination}}{200}$$

10.5.7 Teachers' Pension Act Requirements

A Teacher intending to retire to pension shall notify the Board in writing of the Teacher's intention to do so not later than the last teaching day in the month of December prior to the calendar year during which the teacher intends to retire.

Failure to so advise the Board shall relieve the Board of responsibility for payment of any sick leave credit gratuity to which the said teacher may be entitled until January of the year immediately following the year in which the teacher retires.

10.5.8 Sick Leave Credit Gratuity Cap

In accordance with Article 17, teachers who retire with more than 35 years of service credited by the Teachers' Pension Plan Board, shall have their sick leave credit gratuity capped at 35 years and calculated on the salary in effect at the time they completed their 35th year of service.

III. Middlesex

17 00 00 **RETIREMENT GRATUITY - PAYMENT POLICY**

17 01 00 A full-time Teacher with an effective hire date prior to 1995 08 31 who has completed ten (10) or more continuous years of service with the Board or its predecessors shall be eligible for a Retirement Gratuity in accordance with the provisions of Board Policy 300-5, as revised 1995 03 06, and the formula set forth below.

Retirement Allowance $\frac{A}{200} \times C \times 50\%$

where

- A represents the number of days of sick leave accumulated to a maximum of two hundred (200) days.
- C represents the annual salary on retirement.

17 02 01 A full-time Teacher hired effective 1995 08 31 or after shall be entitled to the payment of an allowance on retirement in accordance with the formula set forth in Article 17 02 02 if the Teacher has completed ten (10) or more continuous years of service with the Board or its predecessors and if the Teacher fulfils the requirements of one (1) of the following sections:

- 01 is a contributor to the Ontario Teachers' Pension Plan and is eligible for an unreduced pension under the then existing provisions of the Ontario Teachers' Pension Plan Act

OR

02 is a contributor to the Ontario Teachers' Pension Plan, is sixty (60) or more years of age, and is eligible for a pension under the then existing provisions of the Ontario Teachers' Pension Plan Act

OR

03 is a contributor to the Ontario Teachers' Pension Plan and qualifies for an early retirement incentive plan payment under Board Policy 300-9 or otherwise would qualify if one were available, is less than sixty (60) years of age and is eligible for a reduced pension.

17 02 02 The retirement allowance shall be calculated as follows:

$$\text{Retirement Allowance} = \frac{A}{200} \times \frac{B}{25} \times C \times 50\%$$

where

- A represents the number of days of sick leave accumulated to a maximum of two hundred (200) days
- B represents the number of years service with the Board or its predecessor Boards to a maximum of twenty-five (25) years of service
- C represents the annual salary in either
 - i) the school year of retirement or
 - ii) the year in which the Teacher attains thirty-five (35) years of pension service credits, whichever is the lesser salary.

17 03 00 Notwithstanding the requirement contained in Article 17 01 00 that a teacher be employed on a full-time basis, a Teacher to whom Article 17 01 00 would otherwise apply will be eligible for a retirement gratuity in accordance with all of the relevant criteria referred to in Article 17 01 00 based on the annual full-time salary rate for that teacher if that Teacher was a full-time Teacher and became a part-time Teacher in accordance with Article 23 00 00.

17 04 00 Notwithstanding the requirement contained in Article 17 01 00 that a Teacher be employed on a full-time basis, a Teacher to whom Article 17 01 00 would otherwise apply will be eligible for a retirement gratuity in accordance with all of the relevant criteria referred to in Article 17 01 00 based on the actual salary earned by that Teacher, if previously that Teacher was a full-time Teacher, became a part-time Teacher other than through the provisions of Article 23 00 00, has accumulated twenty-five (25) years of equivalent full-time service and still retains the right to return to full-time employment.

- 17 05 00 Notwithstanding the provision of Board Policy 300-5, as revised 1995 03 06, stipulating that a Teacher must be eligible for an unreduced pension, a teacher to whom Article 17 01 00 would otherwise apply will be eligible for a retirement gratuity in accordance with all of the relevant criteria referred to in Article 17 01 00 if that Teacher at age fifty-three (53) or fifty-four (54) exercises the commuted value transfer option under the Ontario Teachers' Pension Plan.
- 17 06 00 A Teacher to whom Article 17 01 00 applies who will become eligible for an unreduced pension during the four (4) month period at the beginning of a school year may take an unpaid leave of absence for that period and still be eligible, upon retirement, for a retirement gratuity under Article 17 01 00 based on the salary rate in effect for that Teacher on the last day of actual work with the Board.

IV. Oxford

11.08 Sick Leave Credit Gratuity Payable on Retirement

- (a) A Teacher who retires from the staff of The Oxford County Board of Education is entitled to a sick leave retirement gratuity if he/she qualifies under the terms of Plan A or Plan B. To qualify for either plan, the Teacher must be eligible for a pension to commence payment as certified by the Teachers' Pension Plan Board immediately upon retirement (within two months of the termination of the contract). Furthermore, to qualify the Teacher must given written notice to the Board of intention to retire and of termination of the contract as follows: prior to November 30 in the case of retirement and termination of the contract on December 31 or at the end of the first semester; or prior to May 31 in the case of retirement and termination of the contract on August 31. A Teacher who is otherwise eligible and who wishes to retire on a date other than December 31, at the end of the first semester or August 31 may qualify only if the Board, in its discretion, agrees.

Plan A:

This Plan applies to a Teacher who commenced continuous employment with The Oxford County Board of Education or any predecessor of the Oxford County Board prior to September 1, 1978. The amount of the sick leave credit gratuity shall be calculated as follows:

$$\frac{\text{Gross Salary of Final Year}}{2} \times \frac{\text{"A"}}{200} \times \frac{\text{"B"}}{20}$$

Plan B:

This Plan applies to a Teacher who commenced continuous employment with The Oxford County Board of Education with duties commencing September 1, 1978 or thereafter. The amount of the sick leave credit gratuity shall be calculated as follows:

$$\$8,000 \times \frac{"A"}{200} \times \frac{"B"}{20}$$

For Both Plans:

"A"= Number of unused sick leave days, not in excess of 200, accumulated during employment with the Board or with any predecessor of the Oxford Board. For the purpose of calculating Sick Leave Credit Gratuity Payable on Retirement, only sick leave credits earned, unused and accumulated while in the employ of the Board or any predecessor of the Oxford Board shall be taken into accounts.

"B" = Number of full-time or equivalent years, not in excess of 20, with the Board or with any predecessor of the Oxford Board.

- (c) Maximum gratuity shall not exceed 50% of the salary of the final year.
- (d) Payment of the gratuity may be made by a method mutually agreeable to both the Board and the Teacher and consistent with legislative requirements. Preferred methods of payment are one lump sum payment at the time of leaving or two equal payments, one at the time of leaving and the other in the next calendar year.
- (e) A Sick Leave Credit gratuity shall be paid to the estate of a Teacher whose death occurs before retirement, while under contract with the Board. The gratuity shall be calculated as though the Teacher had retired, under circumstances which would qualify him/her for the gratuity, on the day before his/her death.

PROVISO: Teachers Commencing Employment After August 31, 1973

A Teacher commencing employment with the Board after August 31, 1973, shall not be eligible for sick leave credit retirement gratuity benefits unless that Teacher has, at the date of retirement, completed at least seven (7) years full time employment with the Board. Credit shall be allowed for the qualifying seven (7) years of employment in calculating the amount of the benefit.

(See also [Central Agreement Appendix A](#) for Retirement Gratuities, See also [Central Letter of Agreement #6](#) for Retirement Gratuities)

APPENDIX C

REGISTERED RETIREMENT SAVINGS PLAN ADMINISTRATION

1. The Union Committee established for the purpose of administration of the Registered Retirement Savings Plan (Appendix B - Article 13) shall set forth the schedule for distribution of monies each year under Appendix B Articles 13.1 and 13.2.
2. The Committee recommendations and decisions shall be based on the data, both personal and financial for the entitled Teachers, proved by the Teachers, Board and Ontario Teachers' Group as appropriate, and upon the financial status of the OSSTF RRSP Fund as monitored by the committee.
3. All entitled Teachers will be required to open a RRSP account with OTG. OTG representatives will attend information meetings to guide Teachers through the sign-up process. Distribution of funds to individual Teacher accounts can only occur when the Teacher's documentation is complete.

COLLECTIVE AGREEMENT

Between

**The Toronto District
School Board (TDSB)**

And

**Ontario Secondary School Teachers' Federation
(representing Secondary Occasional Teachers
employed by the Toronto District School Board)**

September 1, 2019 – August 31, 2022

This collective agreement consists of two parts. Part "A" consists of provisions respecting Central issues. Part "B" consists of provisions with respect to Central and Local Issues

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PART A - CENTRALLY NEGOTIATED TERMS AND PROVISIONS
as per APPENDIX I TO OSSTF Teachers MOS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local terms

- a) The collective agreement shall consist of two parts. Part "A" shall comprise those terms which are central terms. Part "B" shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part "A" may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the School Boards Collective Bargaining Act, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

- C3.2 The "Central Parties" shall be defined as the employer bargaining agency, the Ontario Public School Boards' Association (OPSBA) and the Ontario Secondary School Teachers' Federation (OSSTF/FEESO).

- C3.3 "Teacher" shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4 "Employee" shall be defined as per the *Employment Standards Act*.
- C3.5 "Professional Judgement" shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1 OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2 The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A "grievance" shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The "Central Parties" shall be defined as the Ontario Public School Boards' Association and the Ontario Secondary School Teachers' Federation, OSSTF/FEESO.
- c) The "Local Parties" shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) "Days" shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.

vi. To refer a grievance to final and binding arbitration at any time.

d) The Crown shall have the following rights:

i. To give or withhold approval to any proposed settlement between the central parties.

ii. To participate in voluntary mediation.

iii. To intervene in any matter referred to arbitration.

e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.

f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.

g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

a) Any central provision of the collective agreement alleged to have been violated.

b) The provision of any statute, regulation, policy, guideline, or directive at issue.

c) A detailed statement of any relevant facts.

d) The remedy requested.

C5.4 Referral to the Committee:

a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.

b) The Central Parties may engage in informal discussions of the disputed matter.

c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.

d) The Committee shall complete its review within 10 days of the grievance being filed.

e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.

f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

a) The central parties may, on mutual agreement, request the assistance of a mediator.

b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.

c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

a) Arbitration shall be by a single arbitrator.

b) The central parties shall select a mutually agreed upon arbitrator.

- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE

- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated..

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part- time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDLP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDLP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDLP.
- v. When Teachers use any part of an STLDLP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDLP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDLP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDLP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDLP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDLP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.

- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one:											
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3											
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.											
First Day of Absence: _____		General Nature of Illness (<i>please do not include diagnosis</i>): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of hand(s): <table> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days			Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours			Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				
Completing Health Care Professional Name: (Please Print)				
Date:				
Telephone Number:				
Fax Number:				
Signature:				

LETTER OF AGREEMENT #1

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. E-Learning Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*, 2014.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.

- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non- semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E- Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E- Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.

- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E- Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;

- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the

appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.

- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement ("OSSTF represented employees") and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").

- b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums, then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.

- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;

- d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.

- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

- 1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
- 2. A SEB plan with existing superior entitlements;
- 3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5)

days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

"Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:"

[insert current Retirement Gratuity language from local collective agreement]

PART B - LOCALLY NEGOTIATED TERMS AND PROVISIONS

1.0.0. PURPOSE OF THE AGREEMENT

- 1.1.0. It is the intent of the parties and the purpose of this Agreement to maintain mutually satisfactory relationships by setting forth terms and conditions of employment and to provide a procedure for the equitable settlement of grievances between the parties.

2.0.0. RECOGNITION

- 2.1.0. The Board recognizes the Ontario Secondary School Teacher Federation, hereinafter referred to as the Union, as the sole and exclusive Bargaining Agent for all Secondary Occasional Teachers covered under this Collective Agreement.
- 2.2.0. The Board further recognizes and O.S.S.T.F. confirms that O.S.S.T.F. has duly authorized the Secondary School Occasional Teachers' Bargaining Unit of O.S.S.T.F. District 12 Toronto hereinafter referred to as the OTBU to act as the agent of O.S.S.T.F. in all matters relating to the negotiation, interpretation, administration, and application of this Agreement.

3.0.0. RIGHTS

3.1.0. Management Rights

- 3.1.1. Save and except to the extent specifically modified and limited by any provisions of this Agreement, the Board retains the exclusive right to manage its affairs and schools.
- 3.1.2. The Board agrees that it will not exercise its management rights in a manner that is inconsistent with the terms and provisions of this Collective Agreement.
- 3.1.3. Both the Board and the OTBU shall be compliant with all relevant federal and provincial laws in Canada.

3.2.0. Union Rights

- 3.2.1. No Occasional Teacher shall be disciplined or discharged without just cause. As part of its investigation the Board will give the Occasional Teacher an opportunity to respond to all of the allegations of which the Board is aware. The nature and time frame of the behaviours of concern to the Board, shall be provided to the Occasional Teacher upon notification of the need for an opportunity to respond meeting.
- 3.2.2. If the Board requires an Occasional Teacher to meet with her/his Principal in order to receive a verbal or written reprimand, suspension, discharge or any meeting where it could reasonably be expected that an incident would lead to discipline or discharge, the Principal will inform the Occasional Teacher that she/he has the right to have an O.S.S.T.F. representative from the OTBU present at the meeting. If the Occasional Teacher elects to have O.S.S.T.F. representation, no discussion of the issues will take place until the O.S.S.T.F. representative is present in a timely fashion.

4.0.0. TERM OF THE AGREEMENT

- 4.1.0. This Agreement shall be in effect from September 1, 2014 and shall continue in force up to and including August 31, 2019 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with Ontario Labour Relations Act.
- 4.1.1. Either party wishing to amend or add to this Agreement prior to its expiration shall notify the other party to this effect, such notice to be given in writing, and the parties shall meet within 30 days to determine if the other party will agree to re-open the Agreement.

5.0.0. DEFINITIONS

- 5.1.0. "Bargaining Unit" shall mean the Toronto Occasional Teachers' Bargaining Unit (OTBU), District 12 of the Ontario Secondary School Teachers' Federation.

- 5.2.0. "Board" shall mean the Toronto District School Board.
- 5.3.0. Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of ten (10) or more consecutive school days as a substitute for one teacher
- 5.4.0. "Occasional Teacher" means a teacher employed to teach as a substitute for a teacher or temporary teacher but not for a continuing education teacher, but if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as the substitute for him or her shall not extend past the end of the school year in which the death occurred; and
- if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.
- 5.5.0. "Occasional Teacher List" means a list of Occasional Teachers of the Bargaining Unit, who have been accepted by the Board as Occasional Teachers in the secondary panel. An occasional teacher for the purposes of this agreement shall mean a teacher who is a member of the College of Teachers.
- 5.6.0. "Predecessor Board" shall mean one of the boards which was consolidated into the Toronto District School Board in accordance with the Fewer School Boards Act, 1997.
- 5.7.0. The term "school days" as used herein shall mean a day that is within the school year and is not a school holiday.
- 5.8.0. "Short Term Occasional Teacher" means an Occasional Teacher who is not a Long Term Occasional Teacher.
- 5.9.0. TTBU" shall mean the OSSTF District 12 Toronto Teachers' Bargaining Unit.
- 5.10.0. "Immediate family" means parents, parents-in-law, guardians, spouse, children, brothers, sisters, grandparents and grandchildren, brother-in-law, and sister-in-law.

6.0.0. STRIKES AND LOCK-OUTS

- 6.1.0. There shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement. Lock-out and strike shall have the same meaning as defined in the Ontario Labour Relations Act, R.S.O. 1990, as amended and Education Act R.S.O. 1990 as amended.

7.0.0. BARGAINING UNIT DUES CHECK-OFF AND LOCAL LEVY

- 7.1.0. The Board shall deduct Union dues for every pay period for which an Occasional Teacher receives pay. Dues deducted in accordance with this article shall be forwarded to the Treasurer of O.S.S.T.F. at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 within thirty (30) days of the dues being deducted. The Union shall annually inform the Board of the amount of such dues.
- 7.2.0. In addition to the regular Union dues referred to in 7.1.0., and upon submission of proof to the Board that the Bargaining Unit is authorized by its Constitution to collect a local levy from its members, the Board shall deduct such levy from the pay of each Occasional Teacher and will remit such deduction directly to the District 12 Occasional Teachers' Bargaining Unit Treasurer within thirty (30) days of the levy being deducted. Such levy shall be a percentage of earnings. It shall be the responsibility of the Bargaining Unit prior to August 15th of a given year to provide the Board with the name and mailing address of the Treasurer.
- 7.3.0. A dues submission list shall accompany the remittances referred to above and shall include the Occasional Teacher's name, employee identification number, address, telephone number, number of days worked and gross earnings for the period covered by the dues submission list and the dues/levy deducted.
- 7.4.0. The Union and Bargaining Unit shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union and or the Bargaining Unit.

8.0.0. NO DISCRIMINATION

- 8.1.0. Each of the parties agree there shall be no discrimination, interference, restraint or coercion exercised or practiced upon Occasional Teachers because of participation in any lawful Union activity.

- 8.1.1. Both the Board and the Bargaining Unit shall comply with the Ontario Human Rights Code. Any alleged violation shall be dealt with pursuant to the procedures in the Code.

9.0.0. PROBATIONARY PERIOD

- 9.1.0. All Occasional Teachers, added to the Occasional Teacher List on or after January 1, 1998, shall serve a probationary period of 25 full-time equivalent teaching days worked in the secondary panel.

10.0.0. GRIEVANCE AND ARBITRATION PROCEDURE

- 10.1.0. Except for grievances based on a dispute that payment to an Occasional Teacher was in error, the grievance/arbitration procedures of this section shall not apply to Occasional Teachers who have not completed the probationary period.

- 10.2.0. Within the terms of this Agreement, a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

10.3.0. Pre-grievance informal discussion

An Occasional Teacher or a group of Occasional Teachers prior to the filing of a grievance by the Bargaining Unit, shall attempt by informal discussion with the principal or immediate supervisor, to resolve any matter which could be the subject of a grievance prior to filing a written grievance hereunder. In the pre-grievance informal discussion the Occasional Teacher or group of Occasional Teachers may be accompanied by a representative of the Bargaining Unit.

- 10.4.0. If no resolution is reached under 10.3.0., the Bargaining Unit may submit a grievance on behalf of an Occasional Teacher or group of Occasional Teachers at Step One within 20 school days of the day the cause of the grievance became known or reasonably ought to have been known to the Occasional Teacher or group of Occasional Teachers.

- 10.5.0. In the pre-grievance informal discussions, the Occasional Teacher or group of Occasional Teachers may be accompanied by a representative of the Bargaining Unit.

Step 1 – Submission of a Grievance

- 10.6.0. If no resolution is reached under 10.3.0., the Bargaining Unit may submit a grievance on behalf of an Occasional Teacher or group of Occasional Teachers in writing to the person designated by the employer with a copy to the principal or immediate supervisor.

The representatives shall meet within ten (10) school days of the Bargaining Unit requesting such a meeting in order to attempt to resolve the grievance.

- 10.7.0. The grievance shall state the clause or clauses of this Agreement alleged to have been violated, together with the description of the complaint sufficient to indicate the substance of the complaint and remedy sought.

- 10.8.0. The Board or Bargaining Unit shall initiate such policy or group grievance by giving notice to the other party within 40 school days following the day the cause for the grievance became known or reasonably ought to have been known to the grieving party.

- 10.9.0. The time within which such grievance may be brought may extend up to 40 school days beyond the term of this Agreement if the day the cause became known or reasonably ought to have been known is within 40 school days preceding the end of the term of this Agreement.

- 10.10.0. The parties may, by mutual consent, agree to extend the time limits provided for herein. If a grievance is not initiated within these time limits, or is not processed to the next higher step or to arbitration within the time limits prescribed, the grievance shall be deemed to be abandoned.

Step 2 - Arbitration of Grievance

- 10.11.0. Where a grievance relates to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, the Board or Bargaining Unit may, within 50 school days following the day the cause for the grievance became known or reasonably ought to have been known by the grieving party, notify the other party in writing of its desire to submit this grievance to arbitration.

- 10.12.0. The notice shall specify whether the party giving the notice desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. Such notice shall be delivered to the other party in writing who shall, if they do not wish a single arbitrator, so advise the originating party within 10 school days and shall at the same time name its appointee to the Board of arbitration. The originating party shall then appoint its nominee within five school days of being advised of the appointee of the other party.
- 10.13.0. The two appointees, or in the case of a single arbitrator, representatives of the Board and Bargaining Unit shall as soon as possible appoint an arbitrator or the chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator or arbitration board shall hear and determine the grievance, shall issue a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairperson shall govern.
- 10.14.0. If a grievance concerns the discipline or dismissal of an Occasional Teacher for just cause, the arbitration board or single arbitrator may confirm the decision of the Board or reinstate the Occasional Teacher to the Occasional Teacher List or otherwise modify the penalty.
- 10.15.0. If there are several grievances concerning similar matters they shall be heard or considered together as one grievance.
- 10.16.0. The single arbitrator or arbitration board shall have no jurisdiction to alter, modify or amend any part of this Agreement.
- 10.17.0. No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 10.18.0. Each of the parties shall bear the expense of its own appointee and the parties shall jointly share the expenses of the chairperson of the arbitration board.

11.0.0. SALARIES

Short Term Occasional Teachers

- 11.1.0. A Short Term Occasional Teacher shall be paid a per diem rate according to the following schedule based on the number of full-time equivalent days worked subsequent to September 1, 1989 as an Occasional Teacher with the Board or Predecessor Board.

Effective Date	0 – 100 Full-time Equivalent Days	After 100 Full-time Equivalent Days
August 31, 2019	226.53	249.18
September 1, 2019	228.80	251.67
September 1, 2020	231.08	254.19
September 1, 2021	233.39	256.73

*The above noted rates are inclusive of vacation pay and statutory holiday pay.

Note: The above rates include the negotiated general wage increases as follows:

Effective Date	% increase
September 1, 2019	1.0%
September 1, 2020	1.0%
September 1, 2021	1.0%

- 11.1.1. For purposes of 11.1.0., "Board" includes a Predecessor Board.
- 11.2.0. If an overpayment has occurred, the Board shall communicate with the Occasional Teacher in writing and inform them of the amount of the overpayment. The Board shall establish a repayment schedule in writing prior to any sum representing repayment being deducted from a Teacher's salary. Where the Board and the Teacher are unable to agree to a repayment schedule, the Board shall attempt to resolve through its dispute

resolution process and/or refer the matter to arbitration pursuant to section 49 of the Ontario Labour Relations Act, 1995.

12.0.0. LONG TERM OCCASIONAL TEACHERS

12.1.0. A Long Term Occasional Teacher shall be paid in accordance with the salary grid set out in the current collective agreement for the Board's secondary teachers but such payment shall be made only after the ratification of this Agreement and shall be retroactive to the beginning of the term of this Agreement.

Such payment shall be the amount set out in the grid less an amount equivalent to the total of vacation and statutory holiday pay to which the Occasional Teacher is entitled under applicable legislation.

Placement on the grid shall be in accordance with the Long Term Occasional Teacher's recognized teaching experience and category placement following confirmation by the Board of the appointment to the long term occasional teaching assignment.

Payment on the secondary teachers' salary grid shall be retroactive to the first day of the long term occasional teaching assignment.

The Long Term Occasional Teacher shall be paid as set out herein until the expiration of the long term occasional teaching assignment.

12.2.0. The vacation and statutory holiday pay to which the Long Term Occasional Teacher is entitled under applicable legislation shall be added to the rates set out in 12.1.0 above.

12.3.0. Recognized teaching experience shall include:

- all contract teaching experience,
- all Long Term Occasional Teaching experience,
- all Short Term Secondary Occasional teaching experience with the Toronto District School Board obtained after September 1, 2009,
- Short Term and Long Term Occasional teaching experience as described in the two preceding items will be calculated such that each day of experience shall equate to 1/194 of a year of credit, rounded to the nearest 1/10 of a year as per standard rounding procedures. It is understood that this calculation applies to grid placement for long-term occasional teaching assignments only.

12.4.0. The group placement of a Teacher shall be determined by the Board based upon the Certification Rating Statement of OSSTF or Qualifications Evaluation Council of Ontario (QECO) and the Group definitions set out in the O.S.S.T.F. Certification Plan in effect September 1, 2008.

12.5.0. It shall be the responsibility of the Long Term Occasional Teacher to provide the Board with the teacher's certification rating statement and any supporting documents no later than the end of the long term occasional teaching assignment.

12.6.0. In the event that the assignment of the Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long Term Occasional Teacher will be given five teaching days' notice or five days' pay in lieu of notice. This shall apply only if the termination occurs for reasons other than misconduct, disobedience, or neglect of duty on the part of the Long Term Occasional Teacher.

12.7.0. A Professional Activity/Development Day shall not interrupt the continuity of a Long Term Occasional teaching assignment.

12.8.0. In order to facilitate access to applicable school networks and the appropriate rate of pay, the Board will provide monthly reminders to schools, by way of system updates, to submit LTO appointment forms in a timely fashion after the 10th day of the assignment.

12.9.0. Long Term Occasional Teachers in alternate day or half day assignments shall not be required to attend parent-teacher interviews, staff meetings, or Professional Activity/Development Days during the period for which they are not scheduled to work, without compensation at their LTO rate.

13.0.0. SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS

13.1.0. A Long Term Occasional Teacher's absence for illness or injury for a period:

- 13.1.1. of five consecutive school days or less may require certification by a licensed medical practitioner or, if on account of acute, inflammatory condition of the teeth or gums, a certified licentiate of dental surgery, or
- 13.1.2. of over five consecutive school days shall require certification by a licensed medical practitioner or, if on account of acute, inflammatory condition of the teeth or gums, a certified licentiate of dental surgery.
- 13.2.0. For the purpose of the administration of these sick leave provisions, the Director may at any time require that a certificate be submitted by such a medical practitioner or licentiate of dental surgery appointed by the Board at the Board's expense.
- 13.3.0. Occasional Teachers have the right to union representation at meetings involving return to work after an extended absence owing to illness and/or accommodations and shall be informed by the employer of this right.

14.0.0. MISCELLANEOUS LEAVE

- 14.1.0. Miscellaneous Leave up to a maximum of five days per school calendar year may be granted by the Director to a Long Term Occasional Teacher in an assignment with the Board without loss of salary for the purpose of:
 - a) attending a hearing at the Ontario College of Teachers (one full day during which the hearing occurs),
 - b) attending a hearing at the WSIB (one full day during which the hearing occurs),
 - c) attending the birth or adoption of one's child (one full day during which the birth or adoption occurs),
 - d) observing religious holy days (a limit of two in total),
 - e) writing university or similar examinations, writing a citizenship test or taking an oath (one full day during which the examination, citizenship test or oath occurs),
 - f) attending one's own graduation or the graduation of a child, spouse or grandchild from a recognized post-secondary institution (one full day during which the graduation occurs),
 - g) attending the funeral of a close relative or close friend (one day during which the funeral occurs).
 - h) moving to a new place of residence on the day of the move, limited to once during a school year,
 - i) caring for a member of the Teacher's immediate family in the case of serious illness when the Teacher has been unable to obtain other proper care for such member.
- 14.2.0. **Bereavement Leave**
- 14.2.1. Bereavement Leave shall be granted by the Director without loss of salary for up to three days to a Long Term Occasional Teacher on assignment with the Board at the time of the death of a member of the Long Term Occasional Teacher's immediate family in order for the Long Term Occasional Teacher to make arrangements for and attend the funeral of such family member.
- 14.2.0. **Jury Duty**
- 14.2.1. A Long Term Occasional Teacher who is absent during the long term assignment by reason of a summons to serve as a juror or a witness in any court to which the Long Term Occasional Teacher has been summoned in any proceedings to which the Long Term Occasional Teacher is not a party or one of the persons charged shall be paid the applicable earnings under 12.1.0. during the period of such absence but not beyond the end of the assignment provided that the Long Term Occasional Teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness.
- 14.3.0. **Employment Standards Act Leaves**
- 14.3.1. Unless the Collective Agreement provides a greater right or benefit to the Employee, leaves of Absence referenced in the Employment Standards Act, S.O. 2000, and listed below, are available to employees in accordance with and subject to the provisions of the Act.
- 14.3.2. The Employer shall provide Family Medical Leave in accordance to the Employment Standards Act Section 49.1. Link: <https://www.ontario.ca/document/your-guide-employment-standards-act-0>
- 14.3.3. The Employer shall provide Organ Donor Leave in accordance to the Employment Standards Act Section 49.2. Link: <https://www.ontario.ca/document/your-guide-employment-standards-act-0>
- 14.3.4. The Employer shall provide Family Caregiver Leave in accordance to the Employment Standards Act Section 49.3. Link: <https://www.ontario.ca/document/your-guide-employment-standards-act-0>

- 14.3.5. The Employer shall provide Critical Illness Leave in accordance to the Employment Standards Act Section 49.4. Link: <https://www.ontario.ca/document/your-guide-employment-standards-act-0>
- 14.3.6. The Employer shall provide Child Death Leave in accordance to the Employment Standards Act Section 49.5. Link: <https://www.ontario.ca/document/your-guide-employment-standards-act-0>
- 14.3.7. The Employer shall provide Crime-Related Child Disappearance Leave in accordance to the Employment Standards Act Section 49.6. Link: <https://www.ontario.ca/document/your-guide-employment-standards-act-0>
- 14.3.8. The Employer shall provide Domestic or sexual violence leave in accordance to the Employment Standards Act Section 49.7. Link: <https://www.ontario.ca/document/your-guide-employment-standards-act-0>
- 14.3.9. The Employer shall provide Reservist leave in accordance to the Employment Standards Act Section 50.2. Link: <https://www.ontario.ca/document/your-guide-employment-standards-act-0>
- 14.3.10. If two (2) or more employees wish to share a Parental, Family Medical or Critical Illness leave to care for the same family member, the written notice will be accompanied by an agreed statement of how the weeks of leave will be shared and where applicable will be in accordance with the Employment Insurance Act.
- 14.4.0. **Pregnancy Leave Benefits**
- 14.4.1. The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- 14.4.2. SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- 14.4.3. Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in 14.4.1 above, with the length of the SEB benefit limited by the term of the assignment.
- 14.4.4. Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- 14.4.5. The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- 14.4.6. Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- 14.4.7. For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- 14.4.8. Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- 14.4.9. If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- 14.4.10. The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- 14.4.11. Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- 14.4.12. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;

15.0.0. INSURED EMPLOYEE BENEFITS

15.1.0. Subject to the conditions set out under 15.5.0. and 15.6.0., an Occasional Teacher who worked at least 90 full-time equivalent days as an Occasional Teacher for the Board in a school year shall, in the subsequent school year, be eligible to enroll and participate in each of the Insured Employee Benefit Plans as set out under 15.2.0., 15.3.0. and 15.4.0.

15.2.0. Extended Health Benefits

The Board shall provide an Extended Health Plan for eligible Occasional Teachers that shall continue the level of benefits in effect under the prior agreement, and which will include regular Extended Health Benefits with deductible feature of \$25 per individual and \$50 per family maximum. Subject to the above deductible, the Plan will also include:

health coverage while outside Canada, and

hearing aid benefits to a maximum of \$400 per person, and

effective September 1, 2007, eyeglasses (including contact lenses) benefits to a maximum of \$300 per person for a two year period.

effective September 1, 2010, eyeglasses (including contact lenses) benefits to a maximum of \$400 per person for a two year period.

15.3.0. Semi-private Hospital Care Benefits

The Board shall provide a Semi-private Hospital Care Plan for eligible Occasional Teachers.

15.4.0. Dental Health Care Plan

The Board shall provide a Dental Health Care Plan for eligible Occasional Teachers that shall continue the level of benefits in effect under the prior agreement. It shall include a nine month recall provision.

15.4.1. Effective September 1, 2012, the benefits will be based upon the 2009 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective September 1, 2013, the benefits will be based upon the 2010 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective September 1, 2014, the benefits will be based upon the 2011 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective September 1, 2015, the benefits will be based upon the 2012 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective September 1, 2016, the benefits will be based upon the 2013 Ontario Dental Association Schedule of Fees for General Practitioners.

15.5.0. Application and Eligibility

15.5.1. Each eligible Occasional Teacher shall, not later than June 30 of each year, complete and return the benefits election form provided by the Board.

15.5.2. An eligible Occasional Teacher who elects to participate in one or more Employee Benefit Plans shall be a participant in the plan or plans from September 1 to the following August 31 providing that the eligible Occasional Teacher:

(i) remains on the Board's list of Occasional Teachers;

(ii) either remains available for work as an Occasional Teacher, or is absent

due to illness as certified by an appropriate licensed medical practitioner;

on a pregnancy or parental leave under the Employment Standards Act, or other leave(s) outlined in the Central Agreement; or

as may be otherwise permitted by the Board; and

(iii) pays the Occasional Teacher's share under 15.6.0.

15.5.3. An Occasional Teacher currently enrolled in a Plan may continue participation in that Plan from the next September 1 to the following August 31 providing that the Occasional Teacher:

(i) works at least 90 full-time equivalent school days as an Occasional Teacher with the Board during the current school year; and

(ii) is on a Pregnancy or Parental leave under the Employment Standards Act; or

(iii) has completed and returned from a Pregnancy or Parental Leave under Employment Standards Act; and

(iv) fulfills the conditions set out under 15.5.2.

15.5.4. If the Occasional Teacher fails to comply with any of the conditions of 15.0.0. the Occasional Teacher's enrolment shall immediately terminate and the Occasional Teacher shall not be eligible to re-enroll except as permitted by the Plan(s) and then not until the Occasional Teacher again becomes eligible under 15.0.0.

15.6.0. **Premiums**

15.6.1. Monthly premium costs for each Plan in which the eligible Occasional Teacher participates shall be shared equally between the Board and the eligible Occasional Teacher.

15.6.2. The eligible Occasional Teacher's share of the premium cost shall be paid according to the procedures determined by the Board.

15.7.0. **Benefit Changes re: Letter of Agreement #4 in the Central Terms**

Effective on the date of participation, Benefits for Occasional Teachers and LTO's will be administered in accordance with Letter of Agreement #4 article 4.2.1.k and 4.2.1.l.

16.0.0. EVALUATION OF AN OCCASIONAL TEACHER'S CLASSROOM TEACHING

16.1.0. An evaluation of an Occasional Teacher may be made at the discretion of the Principal, Vice-Principal or a Supervisory Officer. For purposes of clarity, an Occasional Teacher includes an LTO except where otherwise noted.

16.1.1. An Occasional Teacher may request an evaluation, subject to the availability of a Principal/Vice Principal. The date of the classroom observation is to be jointly determined by the Occasional Teacher and the Principal/Vice Principal.

16.2.0 An Occasional Teacher shall be given at least four (4) school days prior notice of a classroom evaluation.

16.3.0. Any classroom evaluation of an Occasional Teacher shall be made in writing and signed by the evaluator with a copy to the Occasional Teacher within 15 school days.

16.4.0. The Occasional Teacher will be given an opportunity to read the evaluation, to sign it and to make any written comments the Occasional Teacher so desires.

16.5.0. The Occasional Teacher's signature will indicate only that the Occasional Teacher has read the evaluation.

16.6.0. The original signed evaluation form shall be kept on file in the Occasional Teacher's personnel file.

16.7.0. If, for any reason, the Occasional Teacher fails to sign the evaluation form, this shall be noted on the copy of the evaluation form maintained in the Occasional Teacher's personnel file.

- 16.8.0. Evaluations of Occasional Teachers, other than LTOs, shall follow the Board's "Secondary Occasional Teacher Evaluation – Short Term" as amended from time to time by the Board in consultation with the OTBU.

Evaluations of LTOs shall follow the Board's "Long Term Occasional Teacher Evaluation Template" as amended from time to time by the Board in consultation with the OTBU.

The Board will consult with the OTBU about professional development opportunities to support Occasional Teachers in respect to the evaluation processes

17.0.0. PROFESSIONAL ACTIVITY/DEVELOPMENT DAYS

- 17.1.0. A Long Term Occasional Teacher who is scheduled to work when there is a Professional Activity/Development Day will be paid for the day and will be required to participate in the scheduled professional activities approved by the Board for the regular day school teachers of the school in which the Long Term Occasional Teacher is employed.
- 17.2.0. A professional activity or development day shall not interrupt the count towards a determination of whether or not an assignment is a long term assignment.
- 17.3.0. There will be a voluntary unpaid professional development day for short term occasional teachers to be held on the same day as the Board-wide Professional Development Day. The priority activities shall be determined and organized by the Union subject to approval of the Executive Superintendent of Employee Services or designate that the activities are consistent with the curriculum and classroom management priorities of the Board or as otherwise agreed.
- 17.4.0. Short Term Occasional Teachers may access professional development being offered by the Board's Professional Learning Unit.

18.0.0. LATE CALLS

- 18.1.0. A Short Term Occasional Teacher shall not be considered late for a teaching assignment as a result of a late request to report for such assignment provided that the Short Term Occasional Teacher arrives on or before the time mutually agreed upon by the Board representative and the Short Term Occasional Teacher.
- 18.2.0. The written record of the Board shall be conclusive as to whether a Short Term Occasional Teacher was called out late.
- 18.3.0. Except where otherwise indicated by the Board representative, as indicated in 18.1.0, an Occasional Teacher shall report for duty at least 15 minutes prior to the commencement of classes.

19.0.0. CALL-OUT ERROR

- 19.1.0. A Short Term Occasional Teacher who reports for a half-day assignment as a result of a call-out error on the part of the Board shall be given employment for one half-day and be paid a half day's pay for such employment.
- 19.2.0. If a Short Term Occasional Teacher has been called in error for a full-day assignment, the Short Term Occasional Teacher shall be given a full day's employment and be paid a full day's pay for such employment.
- 19.3.0. The record of the Board shall be conclusive as to whether a Short Term Occasional Teacher was called out in error.

20.0.0. OCCASIONAL TEACHER LIST

- 20.1.0. To be eligible for inclusion and to remain on the Occasional Teacher List, an Occasional Teacher must maintain membership in good standing with the Ontario College of Teachers.
- 20.2.0. An Occasional Teacher shall notify the person designated by the employer, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

- 20.3.0. The Board shall, on or before, November 1 and May 15 of each year, provide the Bargaining Unit with a copy of an updated Occasional Teacher List which will contain the name, Board employee number, address and telephone number for each Occasional Teacher on the Occasional Teacher List.
- Once a year, on or before November 1, the Board will provide the OTBU with a list of the names of those members working as Occasional Teachers in Continuing Education
- 20.3.1. On or before November 1 the President of the Bargaining Unit will receive, in electronic form, the names of the Occasional Teachers removed from the Occasional Teacher List since June 30.
- 20.4.0. An Occasional Teacher on the Occasional Teacher List may, with reason and 15 school days prior written notice, request to have that Occasional Teacher's name voluntarily removed from the Occasional Teacher List for a specified time period.
- 20.4.1. The 15 school days prior notice may be waived by the person designated by the employer in case of emergency or special circumstance.
- 20.4.2. Subject to the approval of the person designated by the employer, the Occasional Teacher's name may be transferred to the inactive list and shall be returned to the Occasional Teacher List at the conclusion of the specified time period.
- 20.5.0. The Board will review the composition of the Occasional Teacher List and may, at its discretion, remove the name of any Occasional Teacher who has not taught for at least twenty (20) full time equivalent days in the school year.
- 20.5.1. Subject to 20.5.0., an Occasional Teacher who has not taught for at least twenty (20) full time equivalent days may request to be considered for reinstatement.
- 20.5.2. The Board, at its discretion, may provisionally return an Occasional Teacher to the Occasional Teacher List. When an Occasional Teacher is provisionally returned to the Occasional Teacher List, the Occasional Teacher must teach for ten (10) full time equivalent days between February 1 and June 30 to qualify for reinstatement to the Occasional Teacher List.
- 20.6.0. Dispatch of short term occasional teaching assignments shall be as per Board protocol except in emergency situations.
- 20.6.1. The Board will remind schools to enter complete and accurate details into the dispatch system, including teaching subjects, by way of system updates.
- 20.7.0. An Occasional Teacher who refuses four or more assignments, for which they are qualified, within a period of twenty (20) school days or who cannot be personally contacted for an assignment over a period of fifteen (15) consecutive schools days may be removed from the list.
- 20.7.1. The provision of 20.7.0. applies only to assignment calls made before 8:00 am on the day of the assignment.
- 20.7.2. Prior to being taken off the Occasional Teacher List, a notice shall be sent to the last known address of the Occasional Teacher and to the President of the Bargaining Unit advising the Occasional Teacher that she/he may be removed from the Occasional Teacher List under the provisions of 20.7.0.
- 20.7.3. The Occasional Teacher shall have an opportunity to apply, to the person designated by the Employer, within ten (10) school days of the mailing of the notice for continued status on the Occasional Teacher List. Such application for continued status shall not be unreasonably denied.
- 20.8.0. The use of emergency replacement personnel shall be as per Board Protocol as amended from time to time after consultation with the Union
- 20.9.0. The Board shall provide a renewal notice to each Occasional Teacher on the List no later than May 31 of each year. An Occasional Teacher who does not respond by the following June 30 shall be removed from the List prior to the commencement of the next school year.
- 20.9.1. Subject to 20.9.0., an Occasional Teacher who has not responded by June 30th may request to be considered for reinstatement.

20.9.2. The Board, at its discretion, may provisionally return an Occasional Teacher to the Occasional Teacher List. When an Occasional Teacher is provisionally returned to the Occasional Teacher List, the Occasional Teacher must teach for ten (10) full time equivalent days between February 1 and June 30 to qualify for reinstatement to the Occasional Teacher List.

20.10.0. The Board shall provide to the OTBU by November 15 of each year, a list of Occasional Teachers who were on the Occasional Teacher Roster on June 30th of the previous school year and who have been newly hired into half-time or full-time secondary teaching positions.

The Board shall, on or before, November 15 of each year, provide the Bargaining Unit with a list of any new hires to the Occasional Teacher Roster.

21.0.0. SECONDARY OCCASIONAL TEACHERS' CONSULTATION COMMITTEE

21.1.0. The Board and the Bargaining Unit shall jointly establish the Secondary Occasional Teachers' Consultation Committee. The Committee will have as its members up to three members appointed from the Board's staff, one of whom shall be named as co-chairperson, and up to three members of the Bargaining Unit appointed by the Bargaining Unit, one of whom shall be named as co-chairperson by the Bargaining Unit. The composition of this committee may be modified by mutual agreement.

21.2.0. The Committee shall meet at a mutually convenient time and within twenty calendar days of the written request of either party being received by the other.

21.3.0. The Committee shall discuss issues of concern to either the Board or the Bargaining Unit but shall not consider any matter which is under negotiations or which is the subject of a grievance under the grievance procedure of this Agreement.

21.4.0. Should a meeting be convened at a mutually agreed time which requires the early dismissal of an Occasional Teacher, the Occasional Teacher may attend such a meeting without loss of pay provided that the Occasional Teacher has been in the current assignment for at least 5 consecutive school days.

21.5.0. Such a Committee shall be a consultative body and may make recommendations to the person designated by the employer.

21.6.0. Prior to making any changes to the Board's protocol regarding the dispatch system, the Board shall consult with the Union at the Secondary Occasional Teachers' Consultation Committee.

21.7.0. Staffing Committee

A Staffing Committee shall be convened no later than June 1 of each year to review the staffing process for the upcoming year and establish a regular meeting schedule for the upcoming academic year which will consist of no less than 3 meetings a year. This Committee shall be comprised of equal representatives from the Board and the OTBU. This Committee shall be a sub-committee of the Secondary Occasional Teachers' Consultation Committee. The composition of this committee may be modified by mutual agreement. There will be one additional Staffing Committee meeting to do an in-year staffing review that will be held in conjunction with the Secondary Occasional Teachers' Consultation Committee. This additional meeting will occur before January 31 of each year.

The Board will add Teachers to the Occasional Teachers List only after consultation with the OTBU. Additional names will be added to the List in order to satisfy a demonstrable need for Teachers with specifically identified teaching qualifications or where there is a demonstrable need due to insufficient numbers of Occasional Teachers serving a location(s) and or geographical area(s).

The Board and the OTBU will review the process under 20.5.1. including the mechanism available for a teacher to request reinstatement where the teacher did not meet the minimum number of qualifying days.

The OTBU undertakes to inform its members of changes to the Board's occasional teacher requirements.

22.0.0. PRINTING OF THE AGREEMENT

22.1.0. The Board will make available electronically a copy of this Agreement. Both the Board and the OTBU will post the Collective Agreement on their respective websites.

23.0.0. PERSONNEL FILES

- 23.1.0. An Occasional Teacher shall have access during normal business hours to that Occasional Teacher's personnel file upon prior written request and in the presence of the person designated by the employer. The Occasional Teacher may be provided with a copy of any material contained in this file.
- There shall be only one personnel file for a Teacher. The location of such record shall be communicated to the BU including any changes thereto.
- 23.2.0. The Occasional Teacher may be accompanied by one other person who shall have access to such information at the request of the Occasional Teacher.
- Where Occasional Teachers provide appropriate written authorization to a legal representative/union representative to access their personnel file, the employer shall provide such access, as well as copies of materials contained therein.
- 23.3.0. If the Occasional Teacher disputes the accuracy or completeness of any such information other than an evaluation under 16.0.0., the Board shall within 15 days from receipt of a written request by the Occasional Teacher stating the alleged inaccuracy either confirm or amend the information.
- 23.4.0. Where the Board amends such information under 23.3.0. The Board shall, at the request of the Occasional Teacher, attempt to notify all persons who received a report based on the inaccurate information.
- 23.5.0. When a performance appraisal, or record of discipline, is placed in the Occasional Teachers' personnel file, a copy shall be addressed or copied to the Occasional Teacher.
- 23.6.0. At an Occasional Teacher's request to the Executive Superintendent of Employee Services, or designate, documents contained in an Occasional Teacher's personnel file of a disciplinary nature shall be removed at the earlier of three (3) years or 350 days worked for the Board as an Occasional Teacher from their dates of issue, unless further similar disciplinary action has occurred in that period.
- Notwithstanding the foregoing, disciplinary material regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board may remain in an Occasional Teacher's personnel file.

24.0.0. COMMUNICATIONS

- 24.1.0. All official communications between the parties arising out of this Agreement or incidental thereto shall pass between the person designated by the employer and the official designated by the bargaining unit.
- 24.2.0. Upon written request at least fifteen (15) calendar days in advance, and following the Board's approval of the budget, the Board will provide to the Bargaining Unit a copy of the minutes of the Board meeting containing information regarding the current operating budget allocations for Occasional teaching, current operating expenditures and projected staffing and enrolment.
- 24.3.0. Annually after September 1st, upon written request by the Bargaining Unit, the Board shall provide, within 60 calendar days, data showing the number of Occasional Teachers' eligible to participate in the Insured Employee Benefit Plans and the number of Occasional Teachers' that are participating.
- 24.4.0. Annually after September 1st, upon written request by the Bargaining Unit, the Board shall provide, within 60 calendar days, data showing the scattergram of Daily Occasional Teachers' salaries in the preceding school year.
- 24.5.0. The Board shall provide a copy of newly approved and amended Board policies and protocols to the Bargaining Unit office upon request.
- 24.6.0. The Bargaining Unit will, from time to time, inform the Board, in writing, as to who is authorized to act on behalf of the Bargaining Unit. The Board shall make this information available to all Board worksite/school administrators in a timely manner.

25.0.0. POSTING OF NOTICES– BULLETIN BOARD

- 25.1.0. The Board shall provide space on a bulletin board in each secondary school for the posting of notices issued by the Bargaining Unit President or designate. All such notices shall receive prior written approval from the person designated by the employer. Such approval shall not be unreasonably withheld. Where practical, the decision will be communicated to the Bargaining Unit within one business day of receipt, by the person designated by the Employer, of the requested notice.
- 25.1.1. The Board will undertake to periodically, issue a reminder to administrators about the provisions of 25.1.0.

26.0.0. UNION BUSINESS

- 26.1.0. Subject to 26.1.1. to 26.1.2., the Board shall grant a paid leave of absence to an Occasional Teacher who is elected either to O.S.S.T.F. Provincial Office for a two (2) year period or as full time President of the Bargaining Unit for a period of up to two (2) years.
- 26.1.1. The Occasional Teacher shall be paid, at the rate that is set by the Bargaining Unit, provided that the rate conforms to either the appropriate daily or the appropriate long term occasional teacher rate.
- 26.1.2. The Occasional Teacher will be retained on the Board's Occasional Teacher List, in an "inactive" status, for the duration of the period of elected office.
- 26.2.0. If the bargaining unit requests a part-time leave for the President, the Board shall grant such request provided that the part-time leave shall be regularly scheduled in a manner acceptable to the Board.
- 26.2.1. 26.1.1. applies to a part-time leave for the President.
- 26.2.2. It is understood and agreed that the President will be unavailable for long term occasional teaching positions while on a part-time leave for Bargaining Unit business.
- 26.3.0. The Bargaining Unit may appoint or otherwise select a negotiating committee of up to five (5) members. The committee shall represent the Bargaining Unit in all negotiations for the renewal of this Agreement with the representatives of the Board.
- 26.3.1. Subject to the program needs of the Board, a Long Term Occasional Teacher, who is a member of the negotiating committee, shall be paid at the rate that the Occasional Teacher would receive as a Long Term Occasional Teacher.
- 26.4.0. A period of office, during which the Board pays the Occasional Teacher under 26.0.0., shall be considered as teaching experience.
- 26.5.0. The period of office for the President shall be considered as a period contributing to eligibility for participation in the Board's employee benefit plans as set out in 15.0.0. provided that, if the Occasional Teacher participates, the Bargaining Unit reimburses the Board for the Board's share of the premium costs.
- 26.6.0. When the Board requires that an Occasional Teacher, as a representative of the bargaining unit, be present at a meeting, dealing with matters relating to the bargaining unit, during the Occasional Teacher's normal hours of work, the Board shall pay the Occasional Teacher at the rate for the day or half day for which the presence is required.
- 26.7.0. The Bargaining Unit shall reimburse the Board for the full employment costs incurred under 26.1.0. to 26.5.0.
- 26.8.0. Notwithstanding 26.7.0., a member of the negotiating committee under 26.3.0., who is employed in a Long Term Occasional Teacher position at the time when a meeting, or meetings, with the Board's negotiating team has, or have been, scheduled by a mediator or conciliation officer, shall, if the assignment continues on the days of the meeting(s), be released with the applicable pay and benefits for the meeting(s).
- 26.8.1. The time referred to in 26.8.0. is the time when the mediator or conciliator notifies the parties of the meeting(s).

27.0.0. ABSENCE DURING THE QUALIFYING PERIOD OF A PRE-SCHEDULED LONG TERM OCCASIONAL TEACHER ASSIGNMENT

- 27.1.0. Subject to 27.1.1. and 27.1.2., if the prospective assignment of an Occasional Teacher is scheduled to extend beyond the qualifying period, required for a Long Term Occasional Teacher assignment, and the Occasional Teacher has completed at least five (5) days of the assignment but is required to be absent for a period not exceeding one day, the Occasional Teacher shall continue in the assignment after the day of absence.
- 27.1.1. The reason for the absence shall be limited exclusively to an absence for an approved religious holy day, a Board-approved professional development day or for personal illness, the birth of a Member's child, adoption, or bereavement of a family member.
- 27.1.2. Prior to being absent, the Occasional Teacher shall notify the Principal, or designate, of the reason for the absence and confirm to the Principal, or designate, the Occasional Teacher's intent to return to the assignment after the absence.
- 27.2.0. An absence, under 27.1.0., does not count as a day towards the qualifying period under 5.3.0.

28.0.0. ACCESS PROVISIONS

28.1.0. Access to Day School Teacher Positions

- 28.1.1. The Board will, in consultation with the OTBU, establish a process to ensure that Occasional Teachers are aware of the deadlines for applying for day school teaching positions.
- 28.1.2. The Board will provide an information session to which Occasional Teachers shall have access, regarding the selection process, including the criteria for selection to the Long Term Occasional List and the process by which eligible Occasional Teachers on the Long Term Occasional List may apply for permanent Teaching positions.

28.2.0. Access to Long Term Occasional Teaching Positions

- 28.2.1. When, at least 15 school days prior to its commencement, it is known, to the person designated by the employer, that an occasional teaching assignment will become a long term assignment, the assignment shall be advertised on a dedicated telephone line and/or the Board's Intranet for a period of four days. As soon as administratively feasible, such assignments shall be advertised on the Board's Intranet.
- (i) After which time, interviews will be held by the appropriate staff to select the person to fill the long term assignment.
 - (ii) If it is determined, from the interview process, that no available Occasional Teacher is acceptable, then the Employer will appoint a person to the assignment.
 - (iii) To fill a long term occasional teaching assignment with a person, other than an Occasional Teacher already on the Occasional Teacher List, permission must be received from the Central Co-ordinating Principal Secondary Teaching or designate, prior to offering the position.
- 28.2.2. The Board shall provide the Bargaining Unit with a list containing the Long Term Occasional Teacher position(s) posted and the name of the successful candidate for each position.
- 28.3.0. The Board will remind schools about the importance of being flexible when scheduling interviews for Occasional Teachers. Efforts will be made to schedule interviews at times that do not interfere with work

29.0.0. WORKING CONDITIONS

- 29.1.0. A day worked as an Occasional Teacher will be reported as 8 hours of insurable earnings for the purposes of Employment Insurance. A half day will be reported as 4 hours of insurable earnings.
- 29.2.0. No Occasional Teacher shall be required to perform as part of that Occasional Teacher's regular duties any duties normally and regularly performed by members of the secretarial or custodial staff. This shall not preclude the participation of an Occasional Teacher in incidental duties associated with the instructional program or in those duties as prescribed in the Education Act, as amended from time to time, or Regulations thereunder.

29.3.0. No Teacher shall be required to carry out any of the following medical procedures: administer medication by injection on a regular basis, catheterization, tube feeding, feed students with impaired swallow reflex, postural drainage, or manual expression of the bladder.

29.4.0. **Short Term Occasional Teaching Materials**

The Board will facilitate and support Occasional Teachers in their assignment by making a reasonable effort to provide the Occasional Teacher with:

- Emergency contact information for the Main Office
- School Timetable for that day
- A map of the school
- A copy of the school code of conduct
- A listing of all curriculum leaders and assistant curriculum leaders
- Details of any special events planned for the school day
- Current class list for each class assigned
- Detailed lesson plans for each class
- Current seating plan for each class assigned
- Particulars of medical needs and access to safety plans for students in each class assigned
- Keys to the classrooms assigned and washrooms
- Information about the Employee's responsibility to report incidents of workplace violence and threats of workplace violence as per Bill 168, and the link to access the Employee's Report of a Workplace Violent Incident (ERWVI) online form
- Information about reporting a concern of a potential or existing hazard which presents risk to the health or safety of individuals in the workplace, and link to access the Health and Safety Concern/Near Miss Incident Form
- Information about reporting an injury and a link to access the Employee's Report of Accident/Injury (ERA) Form

The Board will undertake to periodically issue a reminder to administrators about the importance of these materials.

29.5.0. **OCCUPATIONAL HEALTH & SAFETY**

The Board shall, in compliance with the Occupational Health and Safety Act, as this applies to Occasional Teachers, respond promptly to Occasional Teachers' complaints re: safety of the working environment.

29.6.0. The Board recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations, including changes resulting from Bill 168 (2009), as amended from time to time.

30.0.0. CONTINUING EDUCATION OCCASIONAL TEACHERS

30.1.0. Except as set out in 30.1.1., only the terms and conditions of employment, in 30.0.0., apply to Continuing Education Occasional Teachers.

30.1.1. The following apply to Continuing Education Occasional Teachers:

- 1.0.0. and 1.1.0
- 2.0.0. to 2.2.0.
- 3.0.0. to 3.2.2.
- 4.0.0. to 4.1.1.
- 5.1.0. to 5.2.0
- 6.0.0. and 6.1.0.
- 7.0.0. to 7.4.0.
- 8.0.0. and 8.1.0.
- 10.0.0.

30.2.0. **Salary**

30.2.1. The hourly rate of pay for a Continuing Education Occasional Teacher shall be inclusive of holiday and vacation pay.

Effective Date	Hourly Rate
August 31, 2019	51.50
September 1, 2019	52.02
September 1, 2020	52.54
September 1, 2021	53.06

Note: The above hourly rates include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2019	1.0%
September 1, 2020	1.0%
September 1, 2021	1.0%

30.2.2. The hourly rate of pay, set out in 30.2.1., shall be payment for the normal duties of a Continuing Education Occasional Teacher and shall be paid for classroom hours only.

LETTER OF UNDERSTANDING
RE: Letters of Concern and/or Discipline

The parties agree that:

- (i) The process of performance appraisal is sometimes separate and distinct from letters of concern and/or discipline.
- (ii) A letter of concern and/or discipline must be forwarded to an Occasional Teacher within the time lines stipulated in Article 16.3.0.

LETTER OF UNDERSTANDING
RE: Member Services Training and Professional Development

The parties agree that the Board shall provide \$40 000 each school year to the Bargaining Unit (OTBU) in order to provide Member Services Training and Professional Development. The OTBU shall upon request provide an accounting each year of the fund's expenditure.

LETTER OF INTENT
RE: Data Collection and Staffing

The Board will gather, on an on-going basis, data concerning unfilled vacancies, Occasional Teacher utilization and emergency appointments. This data will be shared with the Secondary Occasional Teachers' Consultation Committee. If the Secondary Occasional Teacher Consultation Committee does not meet in any given month, upon request, the data will be shared with the President of the Bargaining Unit in a timely fashion.

LETTER OF UNDERSTANDING
RE: Hiring

The board agrees to consult with the Bargaining Unit over the establishment of hiring policies for Long Term Occasional and permanent positions.

LETTER OF UNDERSTANDING
RE: Catastrophic/Crisis Management Response

For catastrophic events requiring a crisis management response, including but not limited to, those declared by government authorities or the Board, the Board shall consult the Bargaining Unit regarding the impact on Employees. Where practicable, the Board shall provide the Bargaining Unit with procedures and policies for review.

LETTER OF UNDERSTANDING
RE: Long Term Occasional Teacher Workload

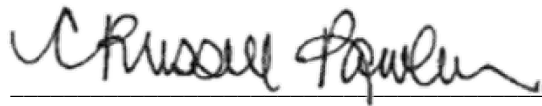
Long Term Occasional Teachers will be assigned the same workload and be subject to equivalent working conditions to the permanent teacher they're replacing for the duration of the LTO assignment.

IN WITNESS WHEREOF the Board has caused to be affixed hereto its seal attested to by the hands of their proper officers duly authorized in that behalf and the Union has by the hands of their duly authorized representatives executed this Agreement.

Toronto District School Board



Chair



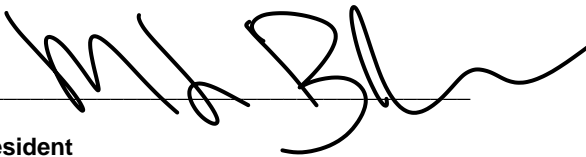
Director of Education and Secretary-Treasurer



Chief Negotiator

The Ontario Secondary School Teachers' Federation

(representing Secondary Occasional Teachers employed by the Toronto District School Board).



President



Chief Negotiator

SUPPLEMENTARY INFORMATION
Secondary Teachers Bargaining Unit Pay Grid
(This information is not part of the Collective Agreement)

Effective August 31, 2019				
Step	Group 1	Group 2	Group 3	Group 4
0	48280	50524	54647	58521
1	50831	53204	58319	61695
2	53787	56294	62199	65472
3	56742	59391	66071	69261
4	60108	62879	70159	73657
5	63468	66398	74237	78054
6	66831	69896	78321	82444
7	70206	73385	82403	86850
8	73571	76888	86482	91239
9	76930	80387	90568	95637
10	80295	83879	94654	100034

Effective September 1, 2019				
Step	Group 1	Group 2	Group 3	Group 4
0	48763	51029	55193	59106
1	51339	53736	58902	62312
2	54325	56857	62821	66127
3	57309	59985	66732	69954
4	60709	63508	70861	74394
5	64103	67062	74979	78835
6	67499	70595	79104	83268
7	70908	74119	83227	87719
8	74307	77657	87347	92151
9	77699	81191	91474	96593
10	81098	84718	95601	101034

Effective September 1, 2020				
Step	Group 1	Group 2	Group 3	Group 4
0	49251	51539	55745	59697
1	51852	54273	59491	62935
2	54868	57426	63449	66788
3	57882	60585	67399	70654
4	61316	64143	71570	75138
5	64744	67733	75729	79623
6	68174	71301	79895	84101
7	71617	74860	84059	88596
8	75050	78434	88220	93073
9	78476	82003	92389	97559
10	81909	85565	96557	102044

Effective September 1, 2021				
Step	Group 1	Group 2	Group 3	Group 4
0	49744	52054	56302	60294
1	52371	54816	60086	63564
2	55417	58000	64083	67456
3	58461	61191	68073	71361
4	61929	64784	72286	75889
5	65391	68410	76486	80419
6	68856	72014	80694	84942
7	72333	75609	84900	89482
8	75801	79218	89102	94004
9	79261	82823	93313	98535
10	82728	86421	97523	103064

Note: The above salaries include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2019	1.0%
September 1, 2020	1.0%
September 1, 2021	1.0%

Additional Information
Secondary Occasional Teachers
Correct at time of Publication
OSSTF, OTBU Information

<ul style="list-style-type: none"> • Helpful information (links to Handbook, Benefits information, TDSB website, Policies & Protocols, etc.) available on the OTBU website • Job Postings can be found on the external site www.tdsb.on.ca in the "About Us Section" and "Recruitment Opportunities". • Job Postings can also be found on the Boards Intranet site http://tdsbweb/, in the "Employee Services" section called "Job Postings" • SmartFind <ul style="list-style-type: none"> • https://secure.tdsb.on.ca/sfe • 416-338-4747, option 2 • Payroll Reception Desk <ul style="list-style-type: none"> ○ Phone → 416-395-9642 ○ Fax → 419-395-8300 or 416-395-4938 • Police Offense Declaration Form completed annually between March and June <ul style="list-style-type: none"> ○ www.tdsb.on.ca/forms/od 	<ul style="list-style-type: none"> • Enterprise Helpdesk contact information: • By E-mail <ul style="list-style-type: none"> • enterprise.helpdesk@tdsb.on.ca • By Phone <ul style="list-style-type: none"> ○ 395-HELP (4357) Option 5 ○ Have your TDSB Employee Number available. ○ Have your Remedy Ticket Number available if you are calling about an existing ticket. ○ If you are leaving a message, please spell your name; provide the phone number and the most convenient times for a call back. • By Fax <ul style="list-style-type: none"> ○ (416) 394-4721 • Government Information <ul style="list-style-type: none"> ○ Lost SIN card, Employment Insurance, Health Card, Passports, etc. <p>http://www.servicecanada.gc.ca/</p>
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Contact OTBU

Correct at time of Publication



Office telephone number: 416 423-3600



Office e-mail address: otbu.office@d12.osstf.ca

<http://www.otbud12.com>

NOTES

COLLECTIVE AGREEMENT

Between

**The Toronto District
School Board**

And


**The Ontario Secondary School
Teachers' Federation**

**for the
2019-20, 2020-21, 2021-22
school years**

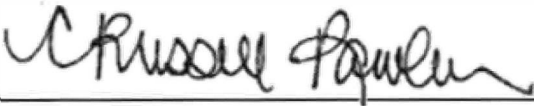
IN WITNESS WHEREOF the Board has caused to be affixed hereto its seal attested to by the hands of their proper officers duly authorized in that behalf and the Union has by the hands of their duly authorized representatives executed this Agreement.

Dated at Toronto this 27th day of August, 2021.

Toronto District School Board



Chair



Director of Education and Secretary-Treasurer



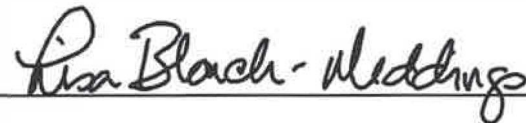
Chief Negotiator

The Ontario Secondary School Teachers' Federation

(representing Secondary Teachers employed by the Toronto District School Board).



President



Chief Negotiator

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Part A: Central Agreement

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:

- i. within 90 (ninety) days of the expiry of the collective agreement; or
- ii. within such greater period agreed upon by the parties; or
- iii. within any greater period set by regulation by the Minister of Education.

c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

C3.2 The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).

C3.3 “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.

C3.4 “Employee” shall be defined as per the *Employment Standards Act*.

C3.5 “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

C4.1 OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C4.2 The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.

C4.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective*

Bargaining Act central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.

- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.

- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).

- iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:

- i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage

under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.

- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-

rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part- time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.

- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data

that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.

- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

CENTRAL APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

CENTRAL APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)		Employee Signature:									
Employee ID:		Telephone No:									
Employee Address:		Work Location:									
1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one:											
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3											
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.											
First Day of Absence: _____		General Nature of Illness (please do not include diagnosis): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (please specify):</td> <td><input type="checkbox"/> Other (please specify):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (<i>Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>)				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy		
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

LETTER OF AGREEMENT #1

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*, 2014.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
 - a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
 - b) Discussions may only include local language pertaining to class size and PTC or equivalent.

- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size

consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E- Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E- Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the *School Boards Collective Bargaining Act*, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;

- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL
AUGUST 31, 2019**

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

Re: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;

- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement ("OSSTF represented employees") and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop

an affordable plan based on the level of funding that the group brings to the Trust.

- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
 - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share

based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.

- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.

- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) “Total cost” means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier’s most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,

iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,

then the in-year deficit in i) would be paid by the board associated with the deficit.

- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.1.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.

- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan (“OTIP”) for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group’s last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees’ Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
 - a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan

design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1 will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL
AUGUST 31, 2019**

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

Re: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Pregnancy Leave Benefits

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph l). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STDLP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-2012 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

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Part B: Local Agreement

RECOGNITION

The Board recognizes the Ontario Secondary School Teachers' Federation (hereinafter referred to as O.S.S.T.F.) mentioned in the description of the parties to this Agreement as the sole and exclusive Bargaining Agent of all teachers, other than occasional teachers, who are assigned to one or more secondary schools or who perform duties in respect of such schools all or most of the time.

- (i) For the purposes of Recognition:

"teacher" bears the same meaning as the "Part X.1 teacher" as defined in the Education Act, as amended from time to time, including Teachers assigned to Section 23 programs/TDSS.

"occasional teacher" bears the same meaning as that given to "occasional teacher" by the Education Act, as amended from time to time.

- (ii) The Board further recognizes and O.S.S.T.F. confirms that O.S.S.T.F. has duly authorized the Toronto Teachers' Bargaining Unit of O.S.S.T.F. District 12 Toronto hereinafter referred to as the Bargaining Unit to act as the agent of O.S.S.T.F. in all matters relating to the negotiation, interpretation, administration and application of this Agreement on behalf of all Teachers and Continuing Education Teachers employed by the Board.
- (iii) All matters and rights, not prescribed by this Agreement, shall remain within the sole and exclusive right of the Board to manage its affairs. The Board shall exercise its management rights in a reasonable manner.

PART I - GENERAL

L1.0 DEFINITIONS

- L1.1 In this Agreement:
- L1.2 "Agreement" means this Agreement made pursuant to the Education Act, as amended from time to time.
- L1.3 "Bargaining Agent" means The Ontario Secondary School Teachers' Federation.
- L1.4 "Bargaining Unit" means the Toronto Teachers' Bargaining Unit as described in Recognition above.
- L1.5 "Board" means the Toronto District School Board.
- L1.6 "Continuing Education Teacher" means a teacher employed by the Board under the working conditions set out in Part VI to teach a continuing education course or class established by the Board in accordance with the regulations for which membership in the Ontario College of Teachers is required.
- L1.7 "Credit" means a sick leave credit entitling a Teacher or Part-time Teacher to payment of salary or part-time salary respectively for one day under the provisions of this Agreement during absence from duty.
- L1.8 "Director" means the Director and Secretary-Treasurer of the Board.
- L1.9 "Equivalent Teaching Experience" means the sum of the years of Teaching Experience and the years of Related Experience as defined herein.
- L1.10 "Evaluation" means an evaluation of a Teacher's classroom teaching by a supervisory officer of the Board (or a Predecessor Board) and/or Principal or Vice Principal which may result in a written report being put in the Teacher's file referred to in L16.0.
- L1.11 "Fixed Term" means a term of employment to which the Replacement Teacher agreed by signing a letter similar to that set out in Appendix C.
- L1.12 "Grid Salary" means salary according to the salary scales in 7.0.
- L1.13 "Occasional Teacher" bears the same meaning as that given to "occasional teacher" by the Education Act, as amended from time to time.
- L1.14 "Part-time Teacher" means a Teacher employed on a regular basis for other than full-time duty.
- L1.15 "Permanent Teacher" means a Teacher who has successfully completed the probationary requirements.

- L1.16 "Position of Responsibility" means a position of responsibility within the Bargaining Unit.
- L1.17 "Predecessor Board" means any of the following:
- The Board of Education for the Borough of East York
 - The Board of Education for the City of Etobicoke
 - The Board of Education for the City of North York
 - The Board of Education for the City of Scarborough
 - The Board of Education for the City of Toronto
 - The Board of Education for the City of York
 - Le Conseil des écoles françaises de la communauté urbaine de Toronto
 - The Metropolitan Toronto School Board
- L1.18 Probationary Teacher means a Teacher who has not actively completed one continuous year of successful teaching as determined by the Board.
- L1.19 "Related Experience" means experience in a trade or business or any other experience relevant to teaching for which credit may be given for advancement on the steps of the salary scale.
- L1.20 "Replacement Teacher" means a Teacher employed for a Fixed Term, to replace a Permanent or Probationary Teacher beginning when a continuous absence is known to extend or has in fact extended into the next school year, but excludes an Occasional Teacher.
- L1.21 "Teacher" means a teacher as defined in Part X.1 of the Education Act, as amended from time to time, but "Teacher" excludes an Occasional Teacher and a Continuing Education Teacher.
- L1.22 "Teaching Experience" means the number of years of experience to the nearest tenth of a year at September 1 in any year for which a Teacher is given credit as experience in teaching in accordance with the provisions of this Agreement.
- L1.23 "Teaching Experience" shall not include credit given for Related Experience and shall not include experience gained as a Continuing Education Teacher or while on a leave of absence without pay from the Toronto District School Board.
- L1.24 "Temporary Teacher" means a person employed to teach under the authority of a letter of permission.
- L1.25 "Total Salary" means Grid Salary and all allowances, except expense allowances, for assignments made pursuant to this Agreement.
- L1.26 "Medical practitioner" includes a medical doctor, doctor of dental surgery, treating midwife, nurse practitioner.

- L1.27 For the purpose of reporting hours worked for Employment Insurance, the Board shall record each full work day as 8 hours worked.

L2.0 TERM OF AGREEMENT

- L2.1 The parties to this Agreement may by mutual consent, at any time during the life of this Agreement, amend or add to any term or condition of this Agreement.
- L2.2 Either party wishing to amend or add to this Agreement as stated under 2.1 shall notify the other party to this effect, such notice to be given in writing, and the parties shall meet within 30 days to determine if the other party will agree to re-open the Agreement.
- L2.3 There shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement. The terms "strike" and "lock-out" shall bear the same meaning given by the Ontario Labour Relations Act, R.S.O. 1990, as amended, the Education Act R.S.O. 1990, as amended and the School Boards Collective Bargaining Act, as amended.

L3.0 TO WHOM THIS AGREEMENT APPLIES

- L3.1 The terms and conditions of employment in this Agreement except those set out in Part VI shall apply to all Teachers.
- L3.2 The terms and conditions of employment in Part VI of this Agreement shall apply to all Continuing Education Teachers including those in continuing education Positions of Responsibility. Part VI of this Agreement does not apply to a Teacher employed in a continuing education site.
- L3.3 The terms and conditions of employment in Part VI do not apply to a Teacher employed to teach in the regular day school program but who is assigned duties in Continuing Education and has not accepted additional employment as a Continuing Education Teacher.
- L3.4 The terms and conditions in Part VI apply to a Permanent or Probationary Teacher who has accepted additional employment as a Continuing Education Teacher with respect only to such additional employment.
- L3.5 The Board shall provide, at the Board's expense, a copy of this Agreement to each Teacher, and shall provide a copy of Part VI and any applicable letters of intent or understanding to each Continuing Education Teacher who is not a Teacher, and shall have other copies available at the Board office for inspection and shall provide copies to the Bargaining Unit Office upon request at the Board's expense. The Board shall consult with the Bargaining Unit prior to printing the Agreement regarding the format in which the Agreement is to be printed.

- L3.6 The Board and Union will make available the new Agreement to all Teachers covered by this Agreement within sixty (60) calendar days after the Agreement has been signed. Both the Board and the Union will post the Collective Agreement on the respective websites.
- L3.7 The Agreement exclusive of Part VI shall be deemed to form part of any contract of employment between the Board and the Teacher.
- L3.8 Part VI and any applicable letters of intent or understanding shall be deemed to form part of the contract of employment between the Board and the Continuing Education Teacher.
- L3.9 Except where otherwise provided, the provisions of this Agreement supersede all previous agreements.
- L3.10 Any teacher(s) newly appointed to the position of Acting Vice-Principal/ Principal directly from a teaching position will be afforded the option of returning to their position with uninterrupted seniority by choosing to continue to pay dues to the OSSTF Toronto Teachers' Bargaining Unit based on their last year of salary earned as a teacher. This arrangement would be available for the period the new administrator's position is acting and may be extended by mutual consent to a maximum of two years
- L3.11 The Board shall provide a list of all teachers in Acting Vice-Principal/ Principal positions by October 31st and March 1st each year.

L4.0 GRIEVANCE AND ARBITRATION PROCEDURE

- L4.1 Within the terms of this Agreement a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- L4.2 Prior to the Bargaining Unit filing a grievance, a Teacher, or group of Teachers, or a representative from the Bargaining Unit Executive shall attempt, by informal discussion with the appropriate principal, or, if the Teacher does not report to a principal, with the Teacher's immediate supervisor, to resolve any matter which could be the subject of a grievance. In this discussion, the Teacher or group of Teachers may be accompanied by a representative of the Bargaining Unit.
- L4.3 Where it could reasonably be expected that an incident would lead to discipline or discharge, the principal or immediate supervisor will inform the Teacher that they may be accompanied by a representative of the Bargaining Unit.
- L4.4 As part of its investigation the Board will give the Teacher an opportunity to respond to all of the allegations of which the Board is aware. The general nature and timeframe of the behaviours of concern to the Board shall be provided to the Teacher prior to the Opportunity to Respond Meeting.

- L4.5 A grievance may be filed on behalf of a Teacher or a group of Teachers by the Bargaining Unit at Step One within the next 20 school days following the day the cause of the grievance became known or reasonably ought to have been known to the Teacher.
- L4.6 A grievance relating to the discharge or discipline of a Teacher may be filed at Step Two with the agreement of the Bargaining Unit. In any other event, such grievance shall be filed at Step One.
- L4.7 **Step One**
- If no resolution is reached under L4.2 a grievance may be submitted by the Bargaining Unit on behalf of a Teacher or a group of Teachers to the Director or designate in writing, signed by the president of the Bargaining Unit or designate. A copy shall be given to the appropriate principal or immediate supervisor.
- L4.8 The grievance shall state the clause or clauses of this Agreement that it is alleged have been violated.
- L4.9 The Director or designate shall attempt to resolve the grievance within ten school days of receipt of the grievance and may meet with the grievor(s) and the Bargaining Unit representative at a mutually agreeable time.
- L4.10 **Step Two**
- If no settlement is reached at Step One, the Bargaining Unit on behalf of the Teacher or group of Teachers may within ten school days, request representatives of the Bargaining Unit and representatives appointed by the Board to meet to attempt to settle the grievance. The representatives shall meet within ten school days of the Bargaining Unit requesting such a meeting.
- L4.11 If the grievance is not settled within ten school days of the meeting or after written response has been given if earlier than ten school days or upon expiry of time limits, it may be referred to arbitration within thirty school days in accordance with L4.16.
- L4.12 The Board or Bargaining Unit may initiate a policy or group grievance beginning at Step Two of the grievance procedure. The Board or Bargaining Unit shall initiate such policy or group grievance by giving notice to the other party within 90 school days following the day that the cause for the grievance became known or reasonably ought to have been known to the grieving party.
- L4.13 The time within which such grievance may be brought may extend up to 90 days beyond the term of this Agreement if the day the cause became known or reasonably ought to have been known is within 90 school days preceding the end of the term of this Agreement.
- L4.14 Any such grievance may be referred to arbitration as provided for below.

- L4.15 A grievance relating to L44.0 will still be lodged within the time limits of the Collective Agreement but its consideration may be deferred until after L44.28 where applicable, has been implemented with respect to a specific Teacher or group of Teachers and any such grievance shall be lodged at Step Two in accordance with the procedure given thereunder. In the event of a grievance or grievances being lodged under this clause other Teachers may be identified as surplus to a maximum equal to the number of Teachers grieving, pending the determination of the grievance.
- L4.16 Where a grievance relates to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, the Board or Bargaining Unit may, after the grievance procedure established by this Agreement has been complied with, notify the other party in writing of its desire to submit the grievance to arbitration.
- L4.17 The notice shall specify whether the Board or the Bargaining Unit giving the notice desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. A Board or Bargaining Unit not wishing a single arbitrator shall so advise the originating party within 15 school days and shall so advise the originating party, at the same time, of the name of the person who the responding Board or Bargaining Unit has appointed to the board of arbitration. The originating party shall then appoint its nominee within five school days of being advised of the appointee of the other party.
- L4.18 It is the right of the Board or Bargaining Unit to have any grievance referred to arbitration heard by an arbitration board rather than a single arbitrator.
- L4.19 The two appointees or, in the case of a single arbitrator, representatives of the Board and Bargaining Unit shall as soon as possible appoint an arbitrator or the chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator or the arbitration board shall hear and determine the grievance, shall issue a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairperson shall govern.
- L4.20 Either party may, if the caseload warrants or if unreasonable delays are encountered in obtaining hearing dates, request the other party to consider means of expediting the process which may include a predetermined list of arbitrators, more expeditious methods of handling certain types of grievances, etc.
- L4.21 The single arbitrator or the board of arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

- L4.22 The single arbitrator or board of arbitration shall have the power to amend technical deficiencies of the grievance and modify penalties including disciplinary penalties but shall not by its decision add to, delete from, modify or otherwise amend the provisions of this Agreement.
- L4.23 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- L4.24 The time limits prescribed in L4.0 to L4.22 shall be calculated excluding the date the cause became known, or reasonably ought to have been known, but including the last day of the prescribed time limit.
- L4.25 Each of the parties shall bear the expense of its appointee, if any, to the arbitration board, and one-half the expense of the chairperson or single arbitrator. The parties shall pay their own expense of appearing at the hearing of the arbitration board.
- L4.26 No action of any kind shall be taken against any person because of that person's participation in the grievance or arbitration procedures under this Agreement.
- L4.27 If a grievance is not initiated within the time limit set forth in L4.5 or L4.12 or is not processed to the next higher step or to arbitration within the time limits prescribed, the grievance shall be deemed to be abandoned. The parties may by mutual consent agree to extend the time limits provided for herein. For the purpose of this grievance procedure the term "school days" as used herein shall mean a day that is within a school year and is not a school holiday.
- L4.28 If there are several grievances concerning similar matters, they may be heard or considered together as one grievance.
- L4.29 A Teacher may be disciplined only for just cause.
- L4.30 If a grievance concerns the discipline of a Teacher, including disciplinary dismissal, or discharge for incompetence, or just cause, the arbitration board may confirm the decision of the Board or reinstate the Teacher with or without full compensation or otherwise modify the penalty.
- L4.31 A grievance involving remuneration may be initiated up to twelve (12) calendar months after the cause reasonably ought to have become known but the twelve (12) month period cannot extend beyond two (2) contract years.

L5.0. INDIVIDUAL RIGHTS

- L5.1 Both the Board and Bargaining Unit shall comply with the Ontario Human Rights Code. Any alleged violation shall be dealt with pursuant to the procedures in the Code.

PART II - SALARY

L6.0 PLACEMENT ON THE SALARY SCALES

- L6.1 All Teachers except for co-ordinators and assistant co-ordinators shall be placed on the salary scale according to the Group as determined in L6.2 and Equivalent Teaching Experience.
- L6.2 The group placement of a Teacher shall be determined by the Board based upon the Certification Rating Statement of Qualifications Evaluation Council of Ontario (QECO) and the Group definitions set out in the Qualifications Evaluation Council of Ontario (QECO) Certification Plan as of July 1 immediately prior to the start of a school year and take effect September 1 of each school year.
- L6.3 The Board shall neither reverse nor reconsider any determination made by it pursuant to L6.2 except in the case of error, fraud or misrepresentation in the documentation furnished by the Teacher.
- L6.4 Notwithstanding the L6.3, in the case of a newly hired Teacher or a Teacher requesting a change in Group placement, the Board shall not be precluded from making a tentative determination of Group placement of a Teacher and reversing or reconsidering the same within one month of receipt of the appropriate certification documentation at the designated office of the Board if such documentation reveals that the tentative determination was made on the basis of incomplete or inaccurate documentation. The Board will provide receipts giving the date, time of delivery, and a list of the documentation provided by the Teacher.
- L6.5 Except in the case of fraud or misrepresentation in the documentation furnished by the Teacher, no Teacher employed with the Board during the current school year shall be paid on the basis of a lower Group than the Group in which that Teacher was last paid prior to September 1 or the first day of the school year for year-round or for schools and worksites with an alternate calendar of the current school year, while the Teacher remains employed as a Teacher with the Board.
- L6.6 A Teacher's Grid Salary shall be determined for a school year on the Teacher's qualifications as at September 1 of that school year provided that if the Teacher furnishes notice in writing by December 15 of a change in qualifications effective September 1 of that school year, Group placement shall be made on the basis of the new qualifications with the corresponding Grid Salary change retroactive to September 1. If the Teacher furnishes notice in writing by June 1 of a change in qualifications effective January 1 of that school year, Group placement shall be made on the basis of the new qualifications with the corresponding Grid Salary change retroactive to January 1. Except when the Board makes a tentative determination of Group placement under L6.4 payment shall not be made on the basis of the changed

qualifications until proof of the change in qualifications has been submitted to the Board.

- L6.7 A Teacher shall submit all necessary written proof of the change in qualifications to the Executive Superintendent of Employee Services or designate within one month of receiving all of the necessary documentation.
- L6.8 It shall be the responsibility of the Teacher to apply promptly for any necessary written proof of a change in qualifications.
- L6.9 No overpayment or underpayment prior to September 1 of the current school year (or the first day of instruction in August for year-round school programs) that resulted from incorrect Group placement shall be recoverable or payable unless the incorrect placement was made as a result of fraud or misrepresentation.
- L6.10 Notwithstanding L6.9 in the case of a dispute in regard to Group placement initiated prior to the commencement of the current school year, an overpayment, or underpayment may be recoverable or payable for a period within the school year commencing immediately prior to September 1 of the current school year.
- L6.11 If a Teacher believes that an underpayment has occurred, the Teacher will contact the appropriate payroll and/or staffing officer.

Any substantiated underpayment should be corrected within one to three pay periods, except in cases where a Teacher is not being paid a basic salary in which case the Payroll Department will issue a cheque.

If a substantiated overpayment has occurred, the Board shall communicate with the Teacher in writing and inform them of the amount of the overpayment. The Board shall establish a repayment schedule in writing prior to any sum representing repayment being deducted from a Teacher's salary. If the Teacher does not respond within 30 days the board will use the following to recover the overpayment

Overpayment Amount	Recovery Period
\$1,000 or less	3 pay periods
\$1,001 - \$5,000	10 pay periods
\$5,001-\$10,000	16 pay periods
\$10,000 and greater	26 pay periods

Where the Board and the Teacher are unable to agree to a repayment schedule, the Board shall refer the matter to arbitration pursuant to section 49 of the Ontario *Labour Relations Act*, 1995.

L6.12 The Teacher's salary step in each Group shall be determined by the Equivalent Teaching Experience credited to the Teacher.

L6.13 A year or partial year of Teaching Experience in Ontario shall have been performed for a school or board as recognized by the Education Act, as amended from time to time and Regulations thereunder and shall be determined as follows:

L6.14 Total Salary paid to the Teacher in a school year
Full-time Total Salary for that Teacher in that school year (rounded to the nearest first decimal place)

Notwithstanding the formula set out above, a Teacher hired as a Teacher on or before October 31 of any school year during the term of this Agreement shall be credited with an amount of Teaching Experience equal to that which the Teacher would have received had the Teacher worked for the complete year.

L6.15 For the purposes of determining Teaching Experience, the employment of a Teacher who has taught for the Board as a substitute for a Teacher for fifteen (15) or more consecutive instructional school days immediately prior to entering into that employment as a Teacher shall be deemed to have commenced on the initial day of the fifteen (15) or more consecutive instructional days.

Effective September 1, 2009 for the purposes of determining Teaching Experience, the employment of a Teacher who has taught for the Board as a substitute for a Teacher for ten (10) or more consecutive instructional school days immediately prior to entering into that employment as a Teacher shall be deemed to have commenced on the initial day of the ten (10) or more consecutive instructional days.

L6.16 Commencing September 1, 1975, a Teacher who has taught for the Board as a substitute for a Teacher for 20 or more consecutive instructional days and who subsequently becomes employed as a Teacher with the Board shall be granted 1/10 of a year of Teaching Experience for each of such 20-day periods.

L6.17 Effective September 1, 1991 a Part-time Teacher who also teaches for the Board as a long term Occasional Teacher shall be granted 1/10 of a year of Teaching Experience for each 20 full-time equivalent day period of the long term occasional assignment.

L6.18 Notwithstanding L1.23, effective September 1, 2005, Teaching Experience for newly hired Teachers shall include experience gained as an Adult Day School Continuing Education Teacher with the Toronto District School Board for each school year, to be calculated as:

Number of credits taught in a Continuing Education adult day school

- L6.19 In order to constitute Teaching Experience, years of Teaching Experience outside Ontario shall be accepted as reported by boards, provinces, or territories within Canada or appropriate education authorities of foreign countries or recognized international agencies by which the Teacher was employed as a regular day school teacher provided that the Teacher's qualifications during those years of teaching were equivalent to the qualifications required to obtain a teaching certificate in Ontario at the time the Teacher is hired.
- L6.20 Experience in teaching outside Ontario shall be credited as Teaching Experience if the Teacher's academic qualifications at the time of teaching were not appreciably lower than those required at that time to teach for a board in Ontario. Credit for such experience shall not be denied merely because specialized teacher training was not required by the authority having jurisdiction in the area where the teaching experience was obtained. Teaching outside Ontario on a leave of absence without pay from the Toronto District School Board shall not constitute recognized Teaching Experience.
- L6.21 For the purpose of Related Experience:
- a) Credit may not be given for experience used to obtain entrance to a faculty of education, or for summer employment.
 - b) Credit may be given for Related Experience obtained prior to graduation from university.
 - c) The maximum credit that may be given for Related Experience is seven (7) years.
 - d) A year or partial year of Related Experience shall be determined in terms of a calendar year, rounded to the nearest first decimal place.
- L6.22 Upon ratification of this agreement, all rules, policies and protocols relating to the determination of Related Experience shall be included in the New Hire Package. A copy of the rules, policies and protocols shall be submitted to the Bargaining Unit.
- L6.23 Effective September 1, 2001 Related Experience for continuing education in an adult day school shall, for each school year, be calculated as:
- Number of credits taught in a Continuing Education adult day school
- 13
- L6.24 For the purpose of L6.23, number of credits means only the number of credit or Credit-Equivalent Courses taught for continuing education in an Adult Day School of the Board.
- L6.25 Equivalent Teaching Experience shall not exceed 1.0 years for any period commencing September 1 and ending the following August 31.

- L6.26 A Teacher employed with the Board during the term of this Agreement shall not be granted less credit for Equivalent Teaching Experience than the credit the Teacher was granted while employed with the Board during the school year immediately preceding the commencement of this Agreement plus the Teaching Experience gained since that school year.
- L6.27 The total salary to be paid a Part-time Teacher shall be .5 of a full-time total salary for that Teacher in that school year.
- L6.28 A Teacher, upon returning from leave, shall be placed on the salary step as provided for herein subject to any terms or conditions under which the leave was granted.
- L6.29 A Teacher may request the assistance of the Bargaining Unit in the determination of that Teacher's years of Equivalent Teaching Experience and the decision of the Board shall be subject to the grievance procedure herein.
- L6.30 A Teacher may request the assistance of the Bargaining Unit in the review of the Teacher's salary placement once during the term of the Teacher's employment with the Board. A Teacher may request a further review upon a change or changes in Group placement. The Board shall supply within 30 days, upon request, and with the approval of the Teacher all necessary documents for such review. Such requests shall be made only during the school year and shall be limited by the Bargaining Unit in any month to not more than ten per cent of its membership who are eligible for such review.
- L6.31 The Board shall provide to the Bargaining Unit information on a composite basis relating to the qualifications, Group placement, salary step and insured employee benefit status of the Bargaining Unit members based on October 31 and March 31 data and shall notify the Bargaining Unit in writing of any changes which occur in respect of the foregoing by December 15 and April 15 of each school year. All updates are to be provided to the Bargaining Unit when completed.
- L6.32 At an appropriate time and no later than March 1, the Board shall provide to the Bargaining Unit that information concerning the seniority status of Teachers which is necessary for the implementation of the Surplus Procedures in L44.0 and following.
- L6.33 Information regarding staffing (e.g. number of resignations, retirements and hires) will be shared on a regular basis with the Bargaining Unit as part of the staffing meeting process.

L7.0 SALARY SCALES

L7.1 Salary Scales - Teachers (other than co-ordinators and assistant co-ordinators)

Effective August 31, 2019				
Step	Group 1	Group 2	Group 3	Group 4
0	48280	50524	54647	58521
1	50831	53204	58319	61695
2	53787	56294	62199	65472
3	56742	59391	66071	69261
4	60108	62879	70159	73657
5	63468	66398	74237	78054
6	66831	69896	78321	82444
7	70206	73385	82403	86850
8	73571	76888	86482	91239
9	76930	80387	90568	95637
10	80295	83879	94654	100034

Effective September 1, 2019				
Step	Group 1	Group 2	Group 3	Group 4
0	48763	51029	55193	59106
1	51339	53736	58902	62312
2	54325	56857	62821	66127
3	57309	59985	66732	69954
4	60709	63508	70861	74394
5	64103	67062	74979	78835
6	67499	70595	79104	83268
7	70908	74119	83227	87719
8	74307	77657	87347	92151
9	77699	81191	91474	96593
10	81098	84718	95601	101034

Effective September 1, 2020				
Step	Group 1	Group 2	Group 3	Group 4
0	49251	51539	55745	59697
1	51852	54273	59491	62935
2	54868	57426	63449	66788
3	57882	60585	67399	70654
4	61316	64143	71570	75138
5	64744	67733	75729	79623
6	68174	71301	79895	84101
7	71617	74860	84059	88596
8	75050	78434	88220	93073
9	78476	82003	92389	97559
10	81909	85565	96557	102044

Effective September 1, 2021				
Step	Group 1	Group 2	Group 3	Group 4
0	49744	52054	56302	60294
1	52371	54816	60086	63564
2	55417	58000	64083	67456
3	58461	61191	68073	71361
4	61929	64784	72286	75889
5	65391	68410	76486	80419
6	68856	72014	80694	84942
7	72333	75609	84900	89482
8	75801	79218	89102	94004
9	79261	82823	93313	98535
10	82728	86421	97523	103064

Note: The above salaries include the negotiated general wage increases as follows:

Effective Date	% increase
September 1, 2019	1.0%
September 1, 2020	1.0%
September 1, 2021	1.0%

L7.2 Salary Scales - Co-ordinators and Assistant Co-ordinators

Effective August 31, 2019				
	12 Month		10 Month	
Step	Co-ordinator	Asst. Co-ordinator	Co-ordinator	Asst. Co-ordinator
0	119,431	111,415	108,154	103,277
1	122,676	114,657	111,414	106,519
2	125,930	117,906	114,657	109,780
3	129,174	121,154	117,906	113,032

Effective September 1, 2019				
	12 Month		10 Month	
Step	Co-ordinator	Asst. Co-ordinator	Co-ordinator	Asst. Co-ordinator
0	120,625	112,529	109,236	104,310
1	123,903	115,804	112,528	107,584
2	127,189	119,085	115,804	110,878
3	130,466	122,366	119,085	114,162

Effective September 1, 2020				
	12 Month		10 Month	
Step	Co-ordinator	Asst. Co-ordinator	Co-ordinator	Asst. Co-ordinator
0	121,831	113,654	110,328	105,353
1	125,142	116,962	113,653	108,660
2	128,461	120,276	116,962	111,987
3	131,771	123,590	120,276	115,304

Effective September 1, 2021				
	12 Month		10 Month	
Step	Co-ordinator	Asst. Co-ordinator	Co-ordinator	Asst. Co-ordinator
0	123,049	114,791	111,431	106,407
1	126,393	118,132	114,790	109,747
2	129,746	121,479	118,132	113,107
3	133,089	124,826	121,479	116,457

Note: The above salaries include the negotiated general wage increases as follows:

Effective Date	% increase
September 1, 2019	1.0%
September 1, 2020	1.0%
September 1, 2021	1.0%

L7.3 ALLOWANCES FOR RESPONSIBILITY

L7.4 The allowances for responsibility paid to Teachers for Positions of Responsibility other than as program co-ordinators and assistant program co-ordinators shall be as set out in Appendix A.

L7.5 A Teacher appointed to a Position of Responsibility in an "acting" capacity will be paid according to the responsibility allowance or salary schedule for the position.

L7.6 POST GRADUATE DEGREE ALLOWANCE

L7.7 Post-graduate degree allowances granted under a previous Agreement will continue.

L7.8 SPECIAL EDUCATION ALLOWANCE

L7.9 Payment of special education allowances granted under terms of the previous collective agreement will be continued for those Teachers who, on the date of

ratification of this Agreement, are in receipt of such allowances. Such a Teacher shall continue to receive the allowance providing the Teacher continues to be assigned in a school year for four credit, or credit-equivalent courses in Special Education.

L7.10 EXPENSE ALLOWANCE

L7.11 A Teacher shall be reimbursed for school-related expenses for which prior authorization has been obtained on presentation of suitable proof of expenditure.

L7.12 Teachers who use their own vehicles for approved school-related business shall be reimbursed in accordance with the protocols in Board Procedure 585 A as may be amended from time to time.

L7.13 With prior Board approval of the expense(s) as related to employment, the Board will provide a Teacher with a T2200 for such expenses.

L8.0 O.S.S.T.F. DUES AND BARGAINING UNIT LEVY

L8.1 On each pay date on which a Teacher is paid, the Board shall deduct from each Teacher the O.S.S.T.F. dues. The amount shall be determined by O.S.S.T.F. in accordance with its constitution and the Board shall be notified at least thirty (30) days prior to the expected date of change.

L8.2 The O.S.S.T.F. dues deducted in L8.1 shall be remitted monthly to the Treasurer of O.S.S.T.F. at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 by the 20th of the month following the month in which the deductions were made. The Board shall only deduct for active Teachers with earnings in the pay periods where the levies apply.

L8.3 The Board shall deduct from each Teacher a levy chargeable by the Bargaining Unit. The amount shall be determined by the Bargaining Unit in accordance with its constitution and the Board shall be notified at least thirty (30) days prior to the expected date of change.

L8.4 A levy specified by the Bargaining Unit in L8.3 if any, shall be deducted and remitted to the Treasurer of the Bargaining Unit by the 20th of the month following the month in which the deductions were made. The Board shall only deduct for active Teachers with earnings in the pay periods where the levies apply.

L8.5 A remittance, under L8.0 shall be accompanied by a list identifying the Teachers, their employee identification numbers, salaries for the period (where appropriate), and the amounts deducted.

L8.6 O.S.S.T.F. and the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions made under L8.0.

L9.0 HOLIDAY AND VACATION FOR 12 MONTH CO-ORDINATORS/ASSISTANT CO-ORDINATORS

- L9.1 Effective September 1, 2000, twelve month co-ordinators shall be entitled to a total of 30 working days of vacation during their twelve-month working year. Vacation days shall be scheduled in consultation with the appropriate Superintendent, or designate.

L10.0 METHOD OF PAYMENT

- L10.1 The method of payment shall be determined by the Board in consultation with the Bargaining Unit. The Bargaining Unit will be notified three months prior to the implementation of the planned change.
- L10.2 Where Teachers agree to a request by the Board to attend work outside of regular school year, Teachers shall be given a written option of their regular daily pay or time in lieu. Scheduling of time in lieu will be within a reasonable time of it being accrued and scheduled in accordance with operational needs and in consultation with the teacher.

PART III - WORKING RULES

L11.0 POSITIONS OF RESPONSIBILITY

- L11.1 New appointments to continuing Positions of Responsibility which are vacant during the school year will be made as soon as possible after the vacancy occurs and each appointee, whether in an acting capacity or regular position, will be paid a responsibility allowance from the date of appointment.
- L11.2 A Position of Responsibility shall not be deemed to be vacant by reason of its incumbent being on leave but any appointment of a Teacher to such a Position of Responsibility may only be made in an "acting" capacity.
- L11.3 A Position of Responsibility shall not be deemed to be vacant for the reason of its incumbent being on leave for a period of less than a semester, or equivalent in a non-semestered school.
- L11.4 No Teacher other than a Teacher in a Position of Responsibility shall be required to perform the duties assigned to a Position of Responsibility.
- L11.5 Whenever feasible, a Teacher who holds a Position of Responsibility and who is granted a leave of absence or a position sharing assignment shall, upon return, be placed in the same Position of Responsibility in the same school.
- L11.6 Notwithstanding L11.5 the Teacher may be placed in another position if the Board and the Teacher so agree.
- L11.7 Positions of Responsibility vacancies shall be posted electronically.
- L11.8 If a vacancy occurs in a Position of Responsibility after September 1 or the first day of instruction in a year round school or for schools and worksites with an alternate calendar, this position shall be filled, if practical, on an interim basis for the remainder of the school year. The Bargaining Unit shall be informed of such interim appointments.
- L11.9 Any Teacher currently employed by the Board, including the Teacher appointed in L11.8 may apply for that position, effective September 1 of the following school year.
- L11.10 The Board and Bargaining Unit shall review the procedure developed to implement L11.8 and L11.9.
- L11.11 A Teacher may be appointed to an "acting" status in a Position of Responsibility only under any of the following circumstances:
- a) if the incumbent is returning to the position;
 - b) if the appointment occurs after the first day of instruction;

- c) if the Teacher so appointed does not hold the qualifications for the position as required by the Ministry of Education or the Board; or
- d) if changes in the organization of the administrative structure concerned are under active investigation for implementation within two years of the appointment taking effect.

L11.12 The Board shall communicate to the Bargaining Unit its established policies concerning the number of Positions of Responsibility and criteria and procedures for appointment thereto and shall provide the Bargaining Unit an opportunity to comment before altering such policies.

L12.0 CENTRALLY ASSIGNED TEACHERS

L12.1 The workload of a Centrally Assigned Teacher is equivalent to the workload of a full-time teacher as per L26.3. It is recognized that the work locations, work hours, duties, and compensation may differ from those of other full-time teachers.

L12.2 The Board shall provide Centrally Assigned Teachers with the following:

- the name(s) and contact information for all supervisors to whom they report;
- a review of expectations and Board processes related to claiming mileage and other approved expenses;
- the amount of any stipends and/or allowances or other monetary compensation for which the Teacher's position is entitled.

L12.2 Centrally Assigned Teachers in a multi-year term appointment shall notify the Board by March 1 if they wish to vacate their Centrally Assigned Position and return to their Home School for the following school year.

L12.4 Centrally Assigned job postings shall be advertised to all eligible TTBU members.

L12.5 Centrally Assigned job postings shall include but not be limited to: eligibility requirements, summary of duties, required qualifications and skills, salary, all additional monetary allowance(s); term of appointment; reporting structure.

L12.6 Despite L11.7 the Board may fill a vacant central office position which becomes vacant during the school year for the remainder of the school year without advertising such position. Such appointment shall be a temporary appointment and shall end at the end of the school year and shall be subject to the procedures for interim positions.

L13.0 VACANCIES, TRANSFERS AND APPOINTMENTS

L13.1 Vacancies

- L13.2 When a vacancy occurs on a date after the beginning of the school year because the incumbent is sick or takes a leave of absence, the position will normally be filled with an occasional teacher.
- L13.3 Vacancies which occur between September 1 and February 15 may, at the discretion of the Board, be filled by a new hire subject to recall provisions.
- L13.4 All teaching vacancies that are to be effective on the following September 1, or the first day of instruction in August for year-round school programs, but which became known to the Executive Superintendent of Employee Services, or designate, between February 15 and August 31, shall, for the purpose of posting, placement and transfer be part of the procedures referred to in L21.13.
- L13.5 A Teacher shall have an opportunity to apply for and be given first consideration for posted vacancies.
- L13.6 An unsuccessful applicant will be notified as soon as possible after the position is filled.

L13.7 Transfers

- L13.8 The Bargaining Unit shall be given an interim list of the disposition of all Teacher requests for transfer by July 15 in each year and a final list by September 30 in each year.
- L13.9 If it is not possible to arrange a transfer for a Teacher, said Teacher shall be notified as soon as possible.

L13.10 Appointments

- L13.11 An unsuccessful applicant for appointment to a specific Position of Responsibility or a Centrally Assigned position will be notified when the position is filled, whereupon the Teacher may request an interview with the appropriate administrative supervisory officer or designate to discuss the matter.

L13.12 School Closures

- L13.13 Where a school is scheduled to close at the end of a school year, the transfer or placement for the following school year of a Teacher in that school will be considered prior to transfer under L13.8.

L14.0 PROFESSIONAL DEVELOPMENT

- L14.1 The budget for the Board shall include an amount of money for the professional development of Teachers, such amount of money to be determined by the Board after consultation with the Bargaining Unit.
- L14.2 The Secondary Consultation Committee may make recommendations to the Board regarding the allocation of the funds generated in L14.1.
- L14.3 The money generated in L14.1 shall be used to finance Teacher participation in the various aspects of professional development including workshops, courses sponsored by a board or other agencies, conferences, seminars, or comparable activities recommended by the Secondary Consultation Committee.
- L14.4 The Board and Bargaining Unit shall endeavour to develop an appropriate procedure to enable Teachers to participate in a short-term exchange program within the Board.
- L14.5 There shall be one (1) professional development day during the school year on a date determined by the Board in consultation with the Union.
- L14.6 The Principal will consult with the Branch President or designate about in-school professional development opportunities.
- L14.7 Teachers will be surveyed each school year by October 15 to seek input regarding professional development and training needs relative to the implementation of mandated Provincial priorities and the School Improvement Plan.

L15.0 EVALUATION

- L15.1 The Board shall conduct teacher performance appraisals in compliance with the Education Act and its Regulations. The process for teacher performance appraisals will be the Toronto District School Board Teacher Performance Appraisal Policy/Procedure and the Toronto District School Board NTIP Teacher Performance Appraisal Policy/Procedure as developed and amended in consultation with the Unions. This Policy/Procedure will be amended from time to time by mutual agreement of the Board and the Unions.
- L15.2 The Board and the Union agree that a joint committee consisting of representatives from the Board and the Unions, E.T.T. and O.S.S.T.F. Toronto, shall be convened no later than October 30th each year to review and make constructive revisions where advisable concerning the Teacher Performance Appraisal process for the subsequent school year.

- L15.3 Teacher Performance Appraisal procedures will be published as the "Teacher Performance Appraisal Binder" and be made available electronically by the Board to each Principal and Branch President in every school. A summary of the procedures will be provided to each Teacher who is scheduled for Teacher Performance Appraisal.
- L15.4 A Teacher shall have the right to have an OSSTF representative at the Summative Report meeting where a teacher will receive an unsatisfactory rating and the resulting draft Improvement Plan meeting(s).
- L15.5 When a teacher receives a performance appraisal which was rated unsatisfactory, the Board shall notify the Bargaining Unit President within five (5) work days of the name and school, site or program of the teacher.

L16.0 PERSONNEL FILES

- L16.1 A Teacher shall have access during normal business hours to that Teacher's personnel file upon prior written request and in the presence of a supervisory officer or other person(s) designated by the Director. The Teacher shall also have access to the Teacher's personal in-school data file. The Teacher may copy any material contained in these files.
- L16.2 There shall be only one personnel file for a Teacher maintained by the Employee Services Department. The location of such record shall be communicated to the Bargaining Unit including any changes thereto.
- L16.3 When documentation is placed in the Teacher's personnel file a copy shall be addressed or copied to the Teacher.
- L16.4 The Teacher may be accompanied by one other person who shall have access to such information at the written request of the Teacher.
- L16.5 If the Teacher disputes the accuracy or completeness of any such information other than an Evaluation referred to in L15.1, the Board shall, where possible within 15 days from receipt of a written request by the Teacher stating the alleged inaccuracy, either confirm or amend the information.
- L16.6 Where a Board amends information under L16.5 the Board shall at the request of the Teacher notify all persons who received a report based on the inaccurate information.
- L16.7 The Board will assist the Teacher in determining appropriate means for meeting requirements pertaining to a disciplinary matter.

L17.0 NON-TEACHING DUTIES

- L17.1 No Teacher shall be required to perform as part of that Teacher's regular duties any duties normally and regularly performed by members of the secretarial or custodial

staff. This shall not preclude the participation of a Teacher in incidental duties associated with the instructional program or in those duties as prescribed in the Education Act, as amended from time to time, or Regulations thereunder.

- L17.2 Except as may be required under law, no Teacher shall be required by the Board to examine/diagnose pupils for communicable conditions or diseases.
- L17.3 The Board shall not require, on a regular basis, any Teacher to administer, nor to perform any medical or physical procedure on a pupil except as defined in the Board protocol on the administration of medication.

L18.0 STAFF MEETINGS

- L18.1 The Board shall permit the early dismissal or late start of classes by a maximum of 40 minutes for the regular monthly staff meeting including one occasion for a Bargaining Unit staffing survey.

L19.0 TEACHER TIMETABLES

- L19.1 Tentative timetabled teaching assignments for the following full school year shall be provided in writing at least one week before the end of the current school year.
- L19.2 Notwithstanding L19.1, the tentative Teacher timetabled assignments for second semester shall be revised and reissued at least one week before the beginning of the second semester.
- L19.3 By the first day of the school year, a Teacher timetable for the full school year shall be provided in writing to each Teacher in a full-year non-semestered school.

By the first day of the school year, Teachers in a semestered school shall be provided with a Teacher timetable for the first semester and a Tentative Teacher timetable for the second semester.

By the first day of the second semester, Teachers in a semestered school shall be provided with a Teacher timetable for the second semester.
- L19.4 These timetables will clearly indicate all teaching periods and all other periods assigned by the principal.
- L19.5 Teaching duties shall include all timetabled assignments to library, guidance counseling, special education, student success and any other equivalent program assignments as provided in the Workload Accord.
- L19.6 The timetable of a Teacher who is assigned to two or more schools shall provide for a minimum of 40 minutes lunch time exclusive of travelling time.

- L19.7 In any school organized on an extended day or double shift system, the principal shall endeavour to accommodate a Teacher's assigned duties during a time span taken over the timetable cycle which approximates that in a normal school operation except where the exigencies of school operations or program needs require otherwise and except where the Teacher and the principal agree otherwise.
- L19.8 Article L19.7 shall also apply in the case of a Teacher assigned to a Co-operative Education Program.

L20.0 SCHOOL STAFFING COMMITTEES

- L20.1 A School Staffing Committee shall be established in every school.
- L20.2 The Teachers of each school shall elect two of their number to the School Staffing Committee. The Bargaining Unit may select two additional members. Unless otherwise notified by the Bargaining Unit, the additional members shall be the Branch President and School Workload Representative. The Branch President will inform the Principal in writing of the members by November 15.
- L20.3 The principal and time-tabling vice-principal(s) of the school shall also be members of the School Staffing Committee.
- L20.4 The School Staffing Committee shall be co-chaired by the school principal and the Branch President or their designates.
- L20.5 The Committee will meet on a regular basis or at the request of either chairperson at a mutually convenient time.
- L20.6 The term of office of the Teacher representatives on the School Staffing Committee shall be November 1 to October 31. If any of the Teacher representatives resign from the committee or are transferred to another school, the Teachers of the school shall elect a replacement from their number.
- L20.7 The School Staffing Committee will concern itself only with:
- a) developing and proposing a staffing model (which will meet the requirements of Workload Accord, the Education Act, or Regulations made thereunder, as amended from time to time) based on projected enrolment and staff allocation;
 - b) reviewing the current staffing and workload and proposing any modifications as may be required;
 - c) considering and responding to such staffing and workload proposals and/or suggestions, including Student Success Program initiatives as are submitted to the committee;

- d) review and monitor the staffing implications of student success initiatives within the school;
- e) receive and review reports of student success results and best practices;
- f) forward to the Secondary Consultation Committee such reports, results, and best practices as may be applicable from L20.7(e);
- g) reviewing equitable distribution of coverage and supervision.
- h) reviewing utilization of Emergency Replacement Personnel.

L20.8 Members of the School Staffing Committee shall be provided with information on enrolments, staffing (projected and actual), seniority and qualifications, program needs and school divisors, pupil-teacher contact reports, class sizes and class targets, changes to staffing model, and mutual consent forms for uncertified subjects.

Such information will be provided in accordance with the timelines set out in the Secondary Staffing Binder. Where no timelines exist, the information should be provided by the principal or designate within five days of receipt.

L20.9 The final staffing model will be subject to the approval of the Executive Superintendent of Employee Services, or designate. Such approval is to be based on criteria established by the joint sub-committee of the Secondary Consultation Committee established under L21.13.

L21.0 SECONDARY CONSULTATION COMMITTEE

L21.1 The Secondary Consultation Committee shall have as its members three representatives from the Board's administrative staff, one of whom shall be named a co-chairperson by the Director and three members of the Bargaining Unit designated by the Bargaining Unit, one of whom shall be named a co-chairperson by the Bargaining Unit.

L21.2 The Committee shall meet on a regular basis or at the request of either co-chairperson at a mutually convenient time.

L21.3 The Committee shall receive reports from the schools of student success initiatives including how Teachers have been deployed. The Committee shall also receive reports prepared and submitted to the Board and the Ministry of Education.

L21.4 The Committee shall receive and review reports on Class Size and Pupil Teacher Contacts as per the Workload Accord.

L21.5 At two meetings per year, staff from the following departments--Caring and Safe Schools, Special Education, Equity and Inclusive Schools and Occupational Health and Safety will attend to consult and receive recommendations on caring, safe and

healthy schools' issues, training and policies to develop best practices in such areas as risk of violence assessment/notification of staff, effective school based structures and emergency planning.

- L21.6 Agreed upon best practices from L21.5 will be shared with school based Caring & Safe Schools Committees, for consideration for local implementation.
- L21.7 Notwithstanding L21.5 the Board will inform any teacher in the school of the risk of violence from a student with a history of violent behaviour when the teacher can be expected to encounter the student in the course of their work and when the risk of workplace violence is likely to expose the teacher to physical injury.
- L21.8 The Committee shall discuss issues of concern to either the Board or Bargaining Unit, including staffing matters.
- L21.9 Procedures for keeping the Bargaining Unit informed of the projected and actual staffing situation will be discussed by the Secondary Consultation Committee.
- L21.10 Prior to the allocation of staff to schools, the Committee shall consult to develop a Workload Accord in accordance with Ministry Regulations. Such Agreement shall form part of the Secondary Staffing Binder
- L21.11 The Committee shall be a consultative body and may make recommendations where deemed appropriate in the circumstances.
- L21.12 Items under current negotiations or problems related to specific individuals shall not be discussed by the Committee.
- L21.13 The Board and Bargaining Unit agree that a joint sub-committee of the Secondary Consultation Committee shall be convened no later than November 30 for the purpose of refining the procedures for surplus, transfer and placement procedures. The sub-committee shall have equal membership which may include members co-opted expressly for this function.
- L21.14 Notwithstanding the provisions of L13.9, L44.24(b), L44.26, L44.27, L44.28, L46.2, L46.8(a), L44.29 and such other staffing provisions as the sub-committee may so agree, the sub-committee may establish alternate dates for each of these provisions either separately or collectively.
- L21.15 The mandate of the sub-committee includes:
 - a) the establishment of appropriate criteria for the implementation of L44.8(c) and L44.24(a);
 - b) the establishment of procedures to implement L44.13 to L44.22.

- c) the determination of the staffing parameters of the Student Success Program initiatives and allocation of alternative professional assignments by category of Teacher, and
 - d) monitoring of issues arising from the implementation of L26.7 and L26.12.
- L21.16 The Board and the Bargaining Unit shall each name up to seven (7) persons to the sub-committee; one of whom shall be the co-chair of the sub-committee.
- L21.17 The sub-committee shall, by mutual agreement, on or before March 15, determine the necessary refinements to the surplus, transfer and placement procedures.
- L21.18 The procedures in effect as of the date of ratification of this Agreement may be amended from time to time by the sub-committee.
- L21.19 The procedures in L21.18 will be published as the “Secondary Staffing Binder” and made available by the Board to the Bargaining Unit office and School Staffing Committee co-chairs.
- L21.20 The procedures shall be consistent with the principles set out in the Letter of Understanding and the terms and conditions set out in the collective agreement.
- L21.21 The Board will provide to the committee an updated list of Centrally Assigned Teachers and their roles by September 30 and February 28.

L22.0 NOTICE OF RETIREMENT OR RESIGNATION

- L22.1 A Teacher may only resign from the Board:
- a) effective either at the end of the first semester or at the end of the calendar year and shall, in both cases, provide no less than one month's written notice; or
 - b) between June 30 and August 31 upon providing the Board written notice on or before May 15.
- L22.2 Despite L22.1 the Board and the Teacher may mutually agree to terminate the employment at any date.
- L22.3 A Teacher who enters into an agreement of employment with another board, school or educational authority, shall within 48 hours, advise the Board in writing of the anticipated final date of employment with the Board unless the Teacher has already given written notification of such employment to the Board.

L23.0 COMMUNICATIONS GENERAL

- L23.1 The Board shall provide a copy of newly approved and amended Board policies and protocols to the Bargaining Unit office upon request.

- L23.2 The Board shall extend its courier service to the Bargaining Unit office. Mass mailings shall be batched by location before being put in the courier system by the Bargaining Unit.
- L23.3 The Bargaining Unit shall notify the Board in writing of the names of the persons elected to office in the Bargaining Unit and of persons authorized by the Bargaining Unit to represent Teachers in a particular school or workplace.

L24.0 OCCUPATIONAL HEALTH AND SAFETY

- L24.1 The Board recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations, including changes resulting from Bill 168 (2009), as amended from time to time.
- L24.2 The Board will advise Principals or site managers that they are to reasonably support staff following an accident/injury and/or a violent incident, including support of on-line reporting by staff, debriefing and, if necessary, to support the wellness needs of employees.
- L24.3 Where Board sites have mechanical ventilation, the Board will take reasonable efforts to ensure that minimum standard of fresh air supplies in all TDSB worksites will conform with the latest Ontario Building Code requirements (paragraph 6.2.2.1). as amended time to time.

L25.0 STAFF ALLOCATION

- L25.1 Upon request the Bargaining Unit will receive a copy of the Ministry of Education Class Size Report.
- L25.2 No later than March 31 of each school year, following the release of the Grants for Student Needs to school boards and prior to the initial allocation of secondary Teachers for the upcoming school year, the Executive Superintendent of Employee Services or designate will review with the Secondary Consultation Committee the generation of the proposed total secondary teacher allocation for all programs.
- L25.3 If the Grants for Student Needs announcement is late, a tentative allocation will be discussed with the Secondary Consultation Committee.
- L25.4 Notwithstanding any of the above, should the legislative requirements change during the term of this Collective Agreement, both parties agree to meet within fifteen (15) school days of such change to explore the effect of such change.
- L25.5 The total staffing allocation:

- a) will ensure that secondary class-size requirements are in accordance with the Staffing Accord, the Education Act, and relevant Regulations as amended from time to time;
 - b) will presume for the purposes of allocation a full-time teaching workload as defined in the Workload Accord;
 - c) will include such additional teaching staff allocations as may be required to support various program areas under L25.2.
- L25.6 The Board will, upon reasonable notice, provide to the Bargaining Unit projected enrolment and staffing data for September of the next staffing year as soon as feasible after the receipt of the request for such information.
- L25.7 The Bargaining Unit will designate a member who shall receive enrolment data and projections.
- L25.8 A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.

L26.0 WORKLOAD

- L26.1 Each Teacher shall have a minimum period of 40 consecutive minutes for lunch. Such period shall commence no earlier than 11:00 a.m. and no later than 1:30 p.m.
- L26.2 Every full-time Teacher's timetable shall include an amount of assigned preparation time which, over the course of a school year is equal to the time equivalent of one credit course as time tabled in that Teacher's school in that school year. This amount of preparation time shall be prorated for Part-time Teachers.
- L26.3 All full-time Teachers will be assigned core professional responsibility for six teaching periods or equivalent out of eight.
- L26.4 Where a Teacher is not a full-time Teacher such time shall be prorated accordingly.
- L26.5 A teacher who is assigned core professional responsibility for six teaching periods shall not, as a requirement, be assigned in a semester teaching duties of more than 3.0 teaching periods or equivalent except by written mutual consent.
- L26.6 A teacher who is assigned core professional responsibility for six teaching periods shall not, as a requirement, be assigned in a full year school on a two-day cycle teaching duties of more than 3.0 teaching periods or equivalent per day except by written mutual consent. This does not apply to Junior High Schools.
- L26.7 In addition to the workload assigned in L26.3 a Teacher may be assigned by the principal for coverage, or supervision from time to time of one half period per week on

average over the school year to a maximum of 27 such half period assignments. A Teacher may be scheduled for an assignment during a preparation period or during time free from teaching duties.

- L26.8 Where such assignment is made during a preparation period, replacement preparation time to comply with L26.2 shall be provided from the Teacher's unassigned time.
- L26.9 Coverage under L26.7 may be used for coverage of a class or classes on an occasion when a Teacher is absent for part of a school day. Coverage cannot be provided to replace a Teacher absent for a full school day except for the portion of the school day when an occasional teacher is late for such assignment.
- L26.10 Once the assignments outlined L26.7 have reached an average of 20 per F.T.E. Teacher in any school, a meeting of the Secondary Consultation Committee will be called to review the assignment of coverage and supervision in that school.
- L26.11 At the end of the year if the aggregate of assignments for a Teacher under L26.7 exceeds 27, the amount by which it exceeds 27 shall be subtracted from the Teacher's maximum 27 half periods under L26.7 to a maximum of 5 for the next school year.
- L26.12 The Schedule of Availability shall be predictable for the Teacher and posted or provided to each Teacher and the Bargaining Unit.
- L26.13 The coverage and supervision shall be equitably assigned on a rotating basis with the objective being to equalize the assignments. To provide for flexibility, this schedule of assignments may be utilized in blocks at the Teacher's request.
- L26.14 Teachers shall not be assigned supervision of student washrooms or changerooms except in exigent circumstances.
- L26.15 In order to ensure transparency, the schedule and usage of assignments shall be monitored by the School Staffing Committee.
- L26.16 The assignments referred to in L26.7 – L26.11 will be prorated for Part-time Teachers.

L27.0 REPORTING

- L27.1 The Board and the Union agree to adhere to the reporting schedule for Secondary Schools as outlined in Growing Success (as amended from time to time).
- L27.2 Teachers in a full-year non-semestered school shall provide three Provincial Report Cards per year. Teachers in a semestered school shall provide two Provincial Report Cards per semester.

In addition to the provincial Report Cards, a full-year non-semestered school may issue one progress or credit endangered report.

A semestered school may issue one progress or credit endangered report per semester.

It is understood that the foregoing language does not preclude individual Teachers from providing, either verbally or in written/electronic form, student progress reports or marks summaries, upon request from students and parents, where practicable, or to the Principal, pursuant to the duties of teachers under the Education Act or on their own initiative based on their professional judgement.

L28.0 ONTARIO COLLEGE OF TEACHERS

L28.1 The parties recognize the obligation of Teachers to comply with the Education Act, R.S.O. 1990, as amended Section 262. (1) and with the Ontario College of Teachers Act, S.O. 1996, as amended, Section 6. (2) (a) & (b), Section 18. (1) and Section 24. (1).

If the Ontario College of Teachers has advised the Board that the Teacher is not in good standing it is the obligation of the Teacher to provide documentary evidence of membership in good standing.

L28.2 The Ontario College of Teachers' fee shall be collected and remitted to the Ontario College of Teachers by the Board on behalf of Teachers.

L28.3 When a Teacher is in receipt of regular earnings in the month in which the Ontario College of Teachers' fee is to be collected, the fee will continue to be deducted from those earnings.

L28.4 When a Teacher is not in receipt of regular earnings in the month in which the Ontario College of Teachers' fee is collected by the Board, the Teacher shall be responsible for making arrangements for payment of the Ontario College of Teachers' fee.

L29.0 PART-TIME TEACHING

L29.1 Notwithstanding any other provision of this Agreement, Part-time Teachers shall attend school functions and staff meetings on the same basis as Teachers teaching full-time. The obligation to attend Professional Development shall be prorated for Part-time Teachers.

L29.2 A Teacher may request an assignment as a Part-time Teacher.

L29.3 A Teacher who requests and is granted an assignment as a Part-time Teacher for a specified period will return to full-time teaching at the end of the period subject to the surplus procedures.

L29.4 Notwithstanding L29.2, a Teacher may apply for an extension of the Teacher's part-time assignment pursuant to L46.2.

- L29.5 On return to full-time teaching at the end of a specified period of part-time teaching, the Teacher shall for purposes of surplus procedures, be a member of the staff of the school in which the Teacher was teaching part-time.
- L29.6 A Teacher who is granted a part-time teaching assignment for a specified period of one year shall be granted a leave of absence without pay for the non-assigned teaching portion of the Teacher's day.

L30.0 POLICE REFERENCE CHECKS

- L30.1 The Board shall conduct police reference checks in compliance with the Education Act and its Regulations. The protocol for the collection of police reference checks will be the Toronto District School Board Police Reference Checks Protocol developed in consultation with the Unions, as amended from time to time.

PART IV - EMPLOYEE BENEFITS

L31.0 MISCELLANEOUS LEAVES

L31.1 Application for Miscellaneous Leave shall be made to the Executive Superintendent of Employee Services or designate. The Teacher shall notify the principal at the time the application is made and whenever possible shall make the application at least five days prior to the day for which the leave is requested.

L31.2 **Miscellaneous Leaves To A Maximum of 5 Days**

L31.3 Miscellaneous Leave up to a maximum of five days in any one year may be granted by the Director to a Teacher without loss of salary for:

- a) attending summer courses leading to a bona fide degree or teaching certificate that commence prior to the end of the school year,
- b) attending a university course required for admission to an Ontario Faculty of Education,
- c) attending the graduation from a recognized Grade 12(OSSD) institution of a husband, wife, spouse, child/dependent, or parent,
- d) attending a drama, music or arts festival in which the Teacher is a participant,
- e) attending trustee or other relevant conventions when the Teacher is a school trustee or is member of a municipal council or board thereof,
- f) participating in tournaments or athletic track and field meets related to Olympic Games or finals of provincial, national, or international competitions approved by the Board,
- g) moving to a new place of residence on the day of the move, limited to once during a school year,
- h) caring for a member of the Teacher's immediate family in the case of serious illness when the Teacher has been unable to obtain other proper care for such member,
- i) attending the funeral or memorial service of a close relative or close friend,
- j) attending as president or senior executive officer at an approved convention, meeting or other function of a federation, a lodge, service club, church council, alumni association or recognized community organization,
- k) observing religious days,

- l) when adoption leave is not taken and circumstances require the Teacher to be present during the adoption procedure,
 - m) a parent attending the labour and birth of their child,
 - n) to attend the birth of a child using a surrogate,
 - o) to attend the medical appointments for surrogate procedures,
 - p) to attend the IEP or IPRC meeting for one's child/dependent,
 - q) to attend medical appointments for a dependent child,
 - r) under special circumstances for reasons approved by the Director.
- L31.4 On application to the Executive Superintendent of Employee Services or designate, two of the days under clause L31.3 above may be granted for reasons other than those listed in L31.2.
- L31.5 Up to two of the five Miscellaneous Leave Days identified in L31.3 shall be granted by the Board for personal reasons.

L32.0 ADDITIONAL MISCELLANEOUS LEAVES

- L32.1 Miscellaneous Leave other than that limited to five in sub-section L31.2 may be granted by the Director without loss of salary for the purpose of:
- a) writing university or similar examinations,
 - b) attending the Teacher's own graduation,
 - c) participating in programs for exchange Teachers,
 - d) participating on approved curriculum committees,
 - e) Attending a Workplace Safety and Insurance Board, or Workplace Safety and Insurance Tribunal Hearing,
 - f) under special circumstances for reasons approved by the Director.
- L32.2 Miscellaneous Leave shall be granted by the Director without loss of salary for up to a total of three days compassionate leave to be used in any combination at the time of the death and/ or in order to attend one memorial service of a member of a Teacher's immediate family which includes parents, parents-in-law, spouse, children/dependents, siblings and grandparents.
- L32.3 Additional days may be granted by the Director when required for travelling time or other special circumstances.

- L32.4 A Teacher's salary shall be paid when the Teacher is absent from duty for any of the following reasons:
- a) quarantine or other order of medical health authorities,
 - b) jury duty or duty as a witness in any court to which the Teacher has been summoned in any proceedings to which the Teacher is not a party or one of the persons charged provided that the Teacher pays to the Board any fees, exclusive of travelling allowances and any living expenses, received as a juror or witness.
- L32.5 A Teacher required to attend a hearing or decision at the Ontario College of Teachers or any Professional College shall be granted a paid day. The Board shall provide, and pay for, an appropriate replacement for the Teacher on leave at no cost to the bargaining unit.

L33.0 LEAVES - GENERAL

- L33.1 Upon granting a leave, the Board shall provide the Teacher:
- (a) the procedures to be followed to receive credit for the Teachers' Pension Plan experience and payments;
 - (b) the procedures to be followed for continuing any payments that may be continued through the Board.
- L33.2 Prior to going on a leave, a Teacher is responsible:
- (a) for securing information respecting credit for the Teachers' Pension Plan experience and payments when on leave for any reason; and
 - (b) for making arrangements with the Board to continue any payments that may be continued through the Board when absent on leave for any reason, and shall not include payment to the Board of any Ontario College of Teachers' fee that, but for the leave, would be collected by the Board under L28.2.
- L33.3 If a Teacher decides not to return to the Board following a leave of absence, the Board shall be notified, in writing, as soon as possible of this decision and not later than May 15 for the following September or November 30 for the following January.
- L33.4 The Board shall reassign a Teacher who notified the Board in writing by March 1 of the Teacher's intention to return from a leave ending on August 31 and by October 15 from a leave ending December 31 or at the end of the first semester, to the school from which the Teacher went on leave but final placement shall be subject to the surplus procedures. A Teacher who does not so notify the Board shall be assigned subject to the surplus procedures to a teaching position which may be elsewhere in the system.

- L33.5 When a Teacher reports for work upon the expiration of the leave, the Teacher shall resume work with no loss of benefits accrued to the commencement of the leave except as specifically provided otherwise in this Agreement.
- L33.6 A list of all members on leaves, including but not limited to sick leave, secondments, statutory leaves, Federation, self-funded, unpaid or long term disability leaves, shall be provided to the Bargaining Unit on October 1 and March 1 of each school year.

L34.0 PREGNANCY, PARENTAL AND EXPANDED PARENTAL LEAVES

L34.1 General Provisions

In this section "Expanded Parental leave" refers to leaves extending beyond parental leaves provided for by the Employment Standards Act. For clarity, Expanded Parental Leave is unpaid by the Board.

- L34.2 The Board will grant Pregnancy Leaves and Parental Leaves in accordance with the requirements of the Employment Standards Act.
- L34.3 Prior to submitting an application for Pregnancy Leave or Parental Leave under L34.0 a Teacher and the Teacher's principal will discuss the dates on which leave is to begin and end. Whenever possible these dates will:
- a) be mutually acceptable to the Principal and the Teacher, and
 - b) coincide with the dates on which school terms or semesters begin and end.
- L34.4 A Teacher on Expanded Pregnancy Leave and/or Parental Leave shall continue to participate in the insured employee benefit plans unless the Teacher elects in writing not to do so; and where the Teacher continues to participate in these plans, the Board shall continue to pay the Board's share of the premium during the leave(s).
- L34.5 A Teacher on Extended Parental Leave may continue the Teacher's insured employee benefit plans in accordance with L33.0 and the Teacher shall pay the Board's share and the Teacher's share of the premium during the leave.
- L34.6 A Teacher, upon return from leave under L34.0 shall be granted credit for Teaching Experience for that period.
- L34.7 A Teacher returning from a Pregnancy Leave and/or Parental Leave will be reassigned, where possible, to the school or department from which the Teacher went on Pregnancy Leave and/or Parental Leave, but the Teacher's final placement shall be subject to the surplus procedures.

L34.8 Pregnancy Leave

L34.9 Notwithstanding the employment eligibility requirement respecting pregnancy leave set out in the Employment Standards Act, the Board may grant a Pregnancy Leave, as otherwise set out in that Act, to a Teacher who is pregnant.

L34.10 A Teacher shall not work and the Board shall not cause or permit the Teacher to work until at least six weeks after the date of delivery or such shorter period as in the written opinion of a legally qualified medical practitioner is sufficient.

L34.11 Parental Leave

L34.12 Notwithstanding the employment eligibility requirement set out in the Employment Standards Act, the Board may grant Parental Leave, as otherwise set out in that Act, to a Teacher who satisfies the definition of being a parent as set out in that Act.

L34.13 Expanded Parental Leave

L34.14 A Teacher eligible for Parental Leave under L34.11 may apply for Extended Parental leave.

L34.15 An Expanded Parental Leave shall end:

- (a) on December 31,
- (b) on the final day of the March Break,
- (c) on the last school day of a semester,
- (d) the last day of a term in a non-semestered school,
- (e) the last day of a quadmester,
- (f) after the last school day in June but before the first school day in September, or
- (g) on an alternate date approved by the Executive Superintendent of Employee Services or designate for the Teacher.

L34.16 Application for Expanded Parental Leave must be made at the same time as a Teacher applies for Parental Leave or not later than 30 days before the Expanded Parental Leave is to begin.

L34.17 If a Teacher is eligible for Parental Leave but does not plan to take a Parental Leave for reasons of being on leave, application for Expanded Parental Leave must be made at least 30 days prior to the date that the Expanded Parental Leave is to begin. Such Expanded Parental Leave shall begin only on the first school day following the period of leave.

- L34.18 Except as set out under L34.17, the Expanded Parental Leave of a Teacher shall begin immediately following the end of that Teacher's Parental Leave.
- L34.19 The sum of a Pregnancy Leave, a Parental Leave and an Expanded Parental Leave shall not exceed 30 calendar months; in special circumstances, where a later return date will better accommodate program needs, the Director may agree to extend the Expanded Parental Leave to a mutually agreed upon date.

L35.0 SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN

- L35.1 The Supplemental Employment Benefits Plan hereinafter referred to as the SEB Plan means the Plan set out in Appendix B.
- L35.2 A Teacher who has been granted:
- (a) Pregnancy Leave and who is eligible to receive employment insurance maternity benefits, or
 - (b) Parental Leave for the purposes of adoption and who is eligible to receive employment insurance parental benefits,
- and who complies with the requirements of the SEB Plan shall be compensated in accordance with the SEB Plan.

L36.0 LEAVES OF ABSENCE

- L36.1 **Leaves of Absence for Special Training**
- L36.2 If the Board requests a Teacher to undertake special training, the Board shall grant leave to such Teacher for such purpose on a paid basis and all of the terms and conditions of this Agreement shall be deemed to apply to such Teacher on leave, unless altered or modified by agreement between the Board, the Teacher and the Bargaining Unit.
- L36.3 If a Teacher requests a leave for the purpose of special training or to maintain skills needed to keep current in their subject area, the Board may grant leave for such purpose on a paid or unpaid basis.
- L36.4 **Leaves of Absence Without Pay**
- L36.5 A leave of absence without pay for a period of one year or less may be granted by the Board on the recommendation of the Executive Superintendent of Employee Services or designate to a permanent Teacher. Leaves shall be confirmed in writing by Employee Services.
- L36.6 A Teacher shall apply in writing to the Executive Superintendent of Employee Services or designate for a leave of absence without pay giving reasons and details regarding

the purpose of the proposed leave, and shall apply not later than October 15 for leave beginning January 1 or a leave beginning at the commencement of Semester 2 and not later than March 1 for leave beginning September 1, unless other mutually acceptable dates are arranged.

L36.7 In leaves such as those for C.U.S.O. or C.I.D.A. the Board may grant leave for a period longer than one year.

L36.8 Leaves for Federation Business

L36.9 The President of the Bargaining Unit and other officers of the Bargaining Unit, as designated by-OSSTF shall be entitled to a leave of absence for the duration of their respective terms of office.

L36.10 Such leaves shall be leaves with pay.

L36.11 The Teacher shall be entitled to the employee benefits to which the Teacher is entitled under this Agreement (including accumulation of Credits).

L36.12 The Teacher shall not, during the leave, lose accumulated credit for Teaching Experience.

L36.13 For the President, two Vice-Presidents, the Treasurer and six additional Executive Officers, the Bargaining Unit shall reimburse the Board for the employment costs for each leave granted under L36.9 at Group 4, Step 0 of the Salary Scale in clause L7.1.

L36.14 For any other officers of the Bargaining Unit, the Bargaining Unit shall reimburse the Board for the full employment costs for each leave granted under L36.9.

L36.15 Members of District 12 O.S.S.T.F. elected or seconded to the Provincial Office shall be granted a leave of absence for the term of such election or secondment.

L36.16 Such leaves shall be under the same conditions as those set out in L36.10 to L36.12 except Credits will not accrue for any full school year of the leave.

L36.17 The O.S.S.T.F. provincial office shall reimburse the Board for employment costs.

L36.18 In the event that leave is granted under L36.15 to officers of the Provincial O.S.S.T.F., additional leave may also be granted on the same basis as in L36.15 to officers of the Bargaining Unit to a maximum number of Teachers equal to the number of leaves granted to such provincial officers.

L36.19 The minimum period of leave under L36.9 and L36.15 shall be one school year or one semester, and, whenever possible, the Bargaining Unit shall notify the Board of the names of the Teachers to receive such leave by May 31 preceding the school year in which the leave is to be taken.

- L36.20 At the request of the Bargaining Unit, the Board may excuse from teaching duties on an occasional basis such additional members of the Bargaining Unit as are necessary to carry out the administration of this Agreement for Federation business.
- L36.21 Such leaves shall be subject to prior arrangements with the principal, the reasonable requirements of the timetable and the availability of Occasional Teachers to replace the Teachers involved. Such leaves shall be limited to a maximum of the equivalent of one Teacher per school at any one time. The Board shall pay the Teacher's Total Salary and Employee Benefits without deduction of credit for Teaching Experience for the absence and the Bargaining Unit shall reimburse the Board with respect to replacement costs incurred.
- L36.22 Members of the Bargaining Unit who are members of committees established under this Agreement shall be excused from teaching duties with pay and Employee Benefits and without loss of Credits when meetings of these committees are convened during school hours by the Board.

L37.0 LEAVES OF ABSENCE – SELF FUNDED LEAVES PLAN

- L37.1 Permanent Teachers may apply prior to May 1 for a paid leave of absence under the following conditions:
- (a) Any teacher having at least three (3) years seniority with the Board shall be eligible to participate in the Plan in accordance with the conditions of this Article;
 - (b) deductions for the Teachers' Pension Plan pension, income tax or other required deductions shall be on the basis of the actual salary paid;
 - (c) the period for such leaves of absence with pay granted to a Teacher shall be credited to Teaching Experience;
 - (d) the Teacher granted such a leave of absence with pay shall receive all employee benefits for which the Teacher is eligible; and
 - (e) a Teacher on such leave of absence with pay shall be responsible for making arrangements for any further payments to the Teachers' Pension Plan.
- L37.2 The period over which salary is to be deferred and accumulated, the amount deferred, and the year in which the leave is to be taken shall be one of the following:
- (a) Three (3) years deferral of one-quarter of annual salary in each year followed by one (1) year of leave;
 - (b) Four (4) years deferral of one-fifth of annual salary in each year followed by one (1) year of leave;

(b) Five (5) years deferral of one-sixth of annual salary in each year followed by one (1) year of leave.

- L37.3 The Teacher shall agree, by contract, to remain a Teacher in the employ of the Board for a minimum of one year following the leave year.
- L37.4 Notwithstanding L37.2 in special circumstances the Director may approve a leave under L37.0 which provides for the leave of absence to be taken in a year other than the year indicated in the contract.
- L37.5 Prior to the leave occurring but not after January 1 of the year in which the leave is to commence, the contract may be terminated at the request of the Teacher on the terms of restitution specified in the contract signed by the parties. Such leave may only be delayed by the Board by giving notice prior to January 1 of the year in which the leave is to commence if the Teacher is indispensable to the program needs of the school in the next school year.
- L37.6 The Teacher shall agree to repay to the Board any overpayment which has occurred because the Teacher's employment with the Board has ceased after the leave prior to the expiry date of the contract.
- L37.7 The Board, after consultation with the Bargaining Unit, shall set quotas in regard to the maximum number of leaves in L37.1 which can be taken in any year. As far as possible, the quotas will be set to meet both the requests of the Teachers and the program needs of the Board.
- L37.8 If the Teacher's employment terminates prior to taking leave or during the leave year, by reason of the death or disability of the Teacher or for any other reason, the total amount of deferred salary shall forthwith be paid to the Teacher or the Teacher's estate.

L38.0 SICK LEAVE

- L38.1 The Director shall in accordance with the terms of this Agreement have power to do and perform all things necessary for the conduct of the sick leave and Short Term Leave Disability Plan under this Agreement.
- L38.2 The Board shall be responsible for keeping an account of individual Sick Leave and Short Term Leave and Disability Plan days and partial days, as well as any carryover days and partial days and shall provide this information to the teacher upon request.
- L38.3 A Teacher who exhausts the Sick Leave and Short Term Leave Disability Plan and remains absent due to illness or personal injury and is not in receipt of WSIB or Long Term Disability benefits shall be deemed to be on a leave of absence without pay.

- L38.4 A Teacher entitled to a benefit under a statute shall not be entitled to receive the benefit once under the statute and a second time under this Agreement.
- L38.5 A Teacher's absence for illness for a period:
- L38.6 of five consecutive working days or less may be certified by the school principal or by the official of the Board in charge of the appropriate department;
- L38.7 of over five consecutive working days must be certified by a licensed medical practitioner. In special cases, there may be exemption at the discretion of the Executive Superintendent of Employee Services or designate;
- L38.8 of over 20 consecutive working days may in the discretion of the Executive Superintendent or designate be required to be certified by a such medical practitioner before the Teacher shall be entitled to payment under this Agreement.
- L38.9 The Executive Superintendent of Employee Services or designate may at any time require that a certificate be submitted by such a medical practitioner or Doctor of Dental Surgery appointed by the Board at the Board's expense.
- L38.10 When a Teacher is absent by reason of incapacity on account of an accident occurring while on duty and an award is made under the provisions of the Workplace Safety and Insurance Act, the Teacher shall be entitled to payment of an amount equal to the difference between the Teacher's daily total salary and the amount of such award for a period not to exceed four (4) years and six (6) months.

L39.0 SICK LEAVE CREDIT GRATUITY

- L39.1 Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:

Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and

- (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
 - 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.

Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

- L39.2 The sick leave Credit gratuity shall be paid to or on behalf of a Teacher:
- a) who retires and who is entitled on such retirement to receive payment of retirement benefits commencing on such retirement as a participating member of a pension plan of the Board or a Teacher's superannuation plan recognized by the Board, whether or not the Teacher elects to receive such payment commencing on such retirement or elects to defer the commencement of such payment;
 - b) who becomes totally and permanently disabled from performing the duties of a Teacher employed with the Board; or
 - c) to a named beneficiary or to the estate of such Teacher who dies while in the employment of the Board.
- L39.3 The sick leave Credit gratuity to be paid shall be equal to 2% of the final Total Salary of the Teacher at the time of retirement, disability or death, multiplied by the number of full years' service with the Board and any Predecessor Boards, less any monies which the Teacher received as a service gratuity plus accrued interest at 6% per annum from the date of payment of the service gratuity, provided that the amount of the sick leave Credit gratuity payment shall not exceed the statutory limits, i.e. the Teacher's daily Total Salary multiplied by half the Credits accumulated in the Teacher's account, provided that the amount of such payment shall not exceed one-half of the Teacher's final year's Total Salary.
- L39.4 For the purpose of calculating the amount of sick leave Credit gratuity only the Credits earned by the Teacher during employment with the Board or Predecessor Boards shall be taken into account; other Credits shall be used first in case of illness and shall not be used in the calculation of the gratuity.

L40.0 INSURED EMPLOYEE BENEFITS

Parties have agreed to participate in the Provincial Benefit Trust, set out in the appended Letter of Agreement. The date on which the benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

L40.1 Life Insurance - Group Life Insurance Plan

L40.2 A joint Management Committee shall be responsible for operating the Group Life Insurance Plan. The Board, the Bargaining Agent and the elementary bargaining agent shall be represented on this committee. The number of voting representatives of the Bargaining Unit shall continue to comprise 50% of the number of Board representatives. The number of voting representatives of the elementary bargaining agent shall also continue to comprise 50% of the number of Board representatives. The committee shall be chaired by another person appointed by the Board. Such chairperson shall be non-voting.

L40.3 The Bargaining Unit shall appoint two representatives to the joint Management Committee for a two-year period and the names of such representatives shall be forwarded to the chairperson of the joint Management Committee no later than November 1.

L40.4 Summaries of discussion of each meeting of the Committee shall be forwarded by the chairperson to each member of the Committee and to the Bargaining Unit.

L40.5 The Board shall provide the appropriate payroll deductions for the Teacher's share of the Dental and Health Care Plan premium.

L41.0 EMPLOYMENT INSURANCE COMMISSION REBATE

L41.1 In consideration of the continuation in this Agreement of the provisions of a previous agreement for improved employee benefits and increased contributions by the Board towards premium costs, the Bargaining Unit on behalf of the Teachers has released the Board from any obligation it might otherwise have to pay to Teachers any Employment Insurance Commission rebate available because of the existence of a wage loss plan (sick leave plan). Such rebate shall continue to be used by the Board to defray part of its increased cost of benefits.

L41.2 The Board shall provide the statement from Revenue Canada particular to the Employment Insurance rebate applicable to secondary school Teachers.

L42.0 NORTH YORK AND TORONTO SERVICE GRATUITIES

L42.1 The Service Gratuity Plans in force in North York and Toronto during the school year 1969-70 shall remain in force for all Teachers who were under Contract with either of the above Predecessor Boards for the school year 1969-70 and who continued under

Contract with such Predecessor Board and who have continued to be employed as Teachers with the Board on the effective date of this Agreement.

L43.0 FAMILY MEDICAL LEAVE

- L43.1 The Employer, upon notification from the Teacher, shall grant an unpaid Family Medical Leave under the Employment Standards Act, 2000 for up to eight (8) weeks in duration. The Teacher shall provide written notification as soon as possible. The Teacher shall provide a certificate from a qualified health practitioner stating that a family member (as defined in the Employment Standards Act, 2000) has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.
- L43.2 If two (2) or more employees wish to share a leave to care for the same family member, the written notice will be accompanied by an agreed statement of how the eight (8) weeks of leave will be shared.
- L43.3 A Teacher on Family Medical Leave shall continue to accrue credit for seniority, sick leave and grid experience. The Teacher will continue to make contributions to the pension plan for the period of the leave, unless the Teacher elects, in writing, not to make contributions.
- L43.4 The Employer shall continue to pay its portion of the costs of the Teacher's benefit coverage according to this Collective Agreement.
- L43.5 The Employer shall provide employees with a Record of Employment so that the employee may apply for Employment Insurance compassionate care benefits.
- L43.6 The duration of the Family Medical Leave is as defined in the Employment Standards Amendment Act (Family Medical Leave), 2004.

PART V - SENIORITY, DECLINING ENROLMENT AND SURPLUS PROCEDURES

L44.0 SENIORITY

L44.1 The determination of seniority for Teachers shall be based on the following criteria in order:

- (a) aggregate secondary and elementary Teaching Experience with the Board and all Predecessor Boards, including secondary and elementary Long Term Occasional Teaching Experience, but excluding other occasional teaching experience and where this is equal,
- (b) most recent continuous secondary Teaching Experience with the Board and all Predecessor Boards, including secondary Long Term Occasional Teaching Experience, but excluding other occasional teaching experience and where this is equal,
- (c) aggregate secondary Teaching Experience with the Board and all Predecessor Boards, including secondary Long Term Occasional Teaching Experience, but excluding other occasional teaching experience and where this is equal,
- (d) subject to L44.3, other Teaching Experience accepted for salary purposes, and where this is equal,
- (e) as determined by lot, conducted by the Board.

L44.2 For the purposes of L44.1:

- (a) Teaching Experience gained with a Predecessor Board up to and including August 31, 1979 shall continue to be determined as it was by the Predecessor Board.
- (b) Teaching Experience gained with a Predecessor Board from September 1, 1979 shall be counted and accumulated regardless of whether the Teacher is teaching full-time, part-time, or on a recognized leave of absence.
- (c) Teaching Experience shall not be limited to the number of steps on the Teacher's salary grid.

L44.3 For the purposes of L44.1 (d) acceptance of Teaching Experience for salary purposes shall be as determined by clauses L6.13, L6.19 and L6.20 but experience as a long term occasional teacher shall be included.

L44.4 For the purposes of L44.1 (e), the order of ranking, once established by lot on a seniority list, shall not be altered.

- L44.5 The most senior Teacher shall be assigned the number one (1) on the seniority list.
- L44.6 Teachers hired to commence teaching after September 1st, 2016, or after the ratification of this contract if it is a later date, will have their seniority calculated on the following basis.
- (a) aggregate secondary Teaching Experience with the Board and all Predecessor Boards, including secondary Long Term Occasional Teaching Experience and Adult Day School Teaching Experience but excluding other occasional teaching experience and where this is equal,
 - (b) most recent continuous secondary Teaching Experience with the Board and all Predecessor Boards, including secondary Long Term Occasional Teaching Experience and Adult Day School Teaching Experience, but excluding other occasional teaching experience and where this is equal,
 - (c) subject to L44.3, other Teaching Experience accepted for salary purposes, and where this is equal,
 - (d) as determined by lot, conducted by the Board.
- L44.7 **Seniority and Qualifications Lists**
- L44.8 The Board shall develop lists of Teachers which shall indicate:
- (a) seniority as determined under L44.1 or L44.6.
 - (b) qualifications according to the Teacher's Certificate of Qualifications as supplied by the College of Teachers;
 - (c) evidence of successful teaching of subject(s).
- L44.9 The Bargaining Agent shall be provided with a copy of such lists.
- L44.10 The data included for each Teacher on these lists shall be made available to the Teacher in the Teacher's school by February 15, and the Teacher shall verify the data included for the Teacher by February 25.
- L44.11 If the Teacher believes that the data included for the Teacher is incorrect the Teacher shall so advise the Executive Superintendent of Employee Services or designate of the Board by February 25.
- L44.12 Despite L44.10 it remains the responsibility of the Teacher to ensure that the data to be provided by the Teacher and retained in the Board's files is kept up to date including any change in qualifications.

- L44.13 **Identification of Teachers Surplus to a School**
- L44.14 Using the projected number of staff assigned to the school by the Board, the principal will before April 15;
- a) determine the staffing requirements for the school based on the timetabled program needs of the school for the next school year,
 - b) identify by subject(s) those positions which are vacant, and
 - c) identify by subject(s) according to lists developed or amended pursuant to L44.7 those Teachers who are surplus to the staffing requirements of the school on the basis of seniority as defined in L44.1.
- L44.15 A Teacher who holds a continuing Position of Responsibility shall be excluded from procedures in L44.14(c), but a Teacher who holds an acting Position of Responsibility shall be excluded from procedures in L44.14 (c) only if the acting position is to continue in the next school year.
- L44.16 **Assignment of Teachers Identified as Surplus to a School**
- L44.17 Each principal shall submit to the Executive Superintendent of Employee Services or designate a list, by subject, of Teachers considered surplus and a list of vacant positions in the school. The Bargaining Unit shall be provided with a copy of such lists.
- L44.18 As early as possible the Board will complete appointments to vacant Positions of Responsibility.
- L44.19 A Teacher surplus to a school shall be assigned according to seniority,
- (a) to teach in a position in a subject or combination of subjects for which the surplus Teacher is qualified in accordance with L44.7, and has such specific qualifications as are required by the timetabled program needs of the position, and
 - (b) if no such position is vacant, such assignment shall be made to replace another Teacher if the other Teacher has less seniority and is the least senior Teacher in the Board in that subject or combination of subjects, and
 - (c) such assignment may displace a Teacher who holds a continuing Position of Responsibility.
- L44.20 The Teacher who has been displaced by virtue of L44.19 shall be declared surplus to the school and shall be assigned if possible according to L44.19.
- L44.21 The Bargaining Unit shall have observer status at all Board-wide meetings of principals arising from the application of L44.16 and L44.22.

L44.22 Board-wide Surplus Procedures

L44.23 In addition to the lists provided in L44.17, principals shall provide a staff list indicating the Teachers' subject allocations for the next school year. The Bargaining Unit shall be provided with a copy of all such lists prior to any Board-wide surplus meeting.

L44.24 Teachers who are surplus to their schools shall:

(a) have the opportunity to indicate preferences as to another assignment within the Board if a position is available;

(b) be advised of their status by their principals on or before April 15; and

(c) have 48 hours to return the preference form to their principal.

L44.25 The Teachers' preferences shall be considered in order of seniority when assignments are made in accordance with L44.16 and L44.22.

L44.26 On or before June 8, Teachers displaced by the surplus procedures shall be advised that they are either:

(a) tentatively surplus to the Board, or

(b) remain surplus to the school and have been tentatively assigned to a specific position in another school in the Board. Such assignments may change.

L44.27 Prior to June 15 tentative assignments may be changed as an opening occurs such that:

(a) where possible, a Teacher who was originally declared surplus to that school shall fill the available position in accordance with L44.16.

(b) Teachers' preferences shall be considered in order of seniority.

L44.28 If after June 15, a position becomes available in the Board, that specific position shall be filled, if possible, by a Teacher who is surplus to the Board.

L44.29 A new teacher shall not be hired to fill a vacant position in any subject, area of instruction or grade until a Teacher in the employ of the Board, who has been declared surplus, and who is qualified to fill the position has been placed.

L44.30 If a Teacher disagrees with the Teacher's listing as surplus or objects to the Teacher's assignment to another position, the Teacher may discuss the same with Executive Superintendent of Employee Services or designate of the Board. The Teacher will be informed that they may be assisted by a representative of the Bargaining Unit.

L44.31 A Teacher who remains surplus will be notified on or before June 30 that the Teacher's employment is terminated effective August 31.

- L44.32 When the Board terminates the employment of a Teacher holding a valid teaching certificate because such Teacher is surplus to the Board's needs, the Board shall at the request of the Teacher provide the Teacher with a letter to this effect.
- L44.33 The Bargaining Unit shall have observer status at all Board-wide meetings and Education Office meetings of principals where such meetings deal with the implementation of the surplus and placement procedures.

L45.0 REPLACEMENT TEACHERS

- L45.1 For the purposes of Part V "eligible Replacement Teachers" shall mean those teachers who, as of April 1, have completed at least 97 school days (or a complete semester) of employment as a Replacement Teacher with the Board during the previous 12 months (i.e. April 1 of the prior school year to March 31 of the current school year) and have notified the Board in writing, using the form provided by the Board, that they wish to be considered for placement in other positions in accordance with L45.0.
- L45.2 Notwithstanding L45.1 a Replacement Teacher who, as of April 1, is scheduled to complete at least 97 school days (or a complete semester) of employment as a Replacement Teacher within the current school year and notifies the Board in writing, using the form provided by the Board, that the Replacement Teacher wishes to be considered for placement in other positions in accordance with L45.0 will also be an "eligible Replacement Teacher". However, if such Replacement Teacher does not, during the period September 1 through June 30, complete the 97 school days (or a complete semester), then that Replacement Teacher shall not be an "eligible Replacement Teacher" and any placement and/or listing made on the basis of that Replacement Teacher being an "eligible Replacement Teacher" shall be undone.
- L45.3 "Eligible Replacement Teachers" may include those currently employed as Replacement Teachers as well as those whose fixed terms have been completed but shall not include those for whom the Board has not, as of April 15, received the completed form.
- L45.4 In order to maintain rights under L45.0 an "eligible Replacement Teacher" must keep the Board advised of the teacher's current address and telephone number; must ensure the form set out under L45.3 is received by the Board before April 15; and must be able to respond personally and expeditiously to any offer of employment.

L46.0 DECLINING ENROLMENT MEASURES

- L46.1 **Part-time Teaching**
- L46.2 A full-time Teacher who, prior to March 1 requests to teach part-time commencing the following school year for a specified period of one school year shall be granted the requested assignment provided there are full-time Teachers with the same certification

who remain surplus to the Board after May 15 based on the March 15 projections and, in the opinion of the Executive Superintendent of Employee Services or designate, the number of positions to be held by Part-time Teachers to teach in the same school is not excessive.

L46.3 If there are no full-time Teachers who remain surplus to the Board after May 15 based on the March 15 enrolment projections and if the Teacher makes the request prior to March 1, the Executive Superintendent of Employee Services or designate may grant the request.

L46.4 A Part-time Teacher who is not teaching part-time for a specified period but who went from a full-time to a part-time assignment shall upon request be given an assignment to teach full-time if one becomes available provided that there is no surplus full-time Teacher who is qualified to fill the position. If more than one Teacher is eligible for such assignment, the Teacher with the greatest seniority as defined in L44.0 shall be assigned to the position.

L46.5 Subject to first placement of Teachers under L46.4 a Part-time Teacher who did not change from a full-time to a part-time teaching assignment shall be placed in a full-time position upon request only when there is no surplus Teacher who has been teaching full-time who is qualified to fill the full-time position and the Part-time Teacher's most recent Teacher Appraisal was satisfactory. If more than one Part-time Teacher is eligible for the same full-time position with the Board, the Teacher with the greatest seniority as defined in L44.0 shall be assigned to the position.

L46.6 For purposes of calculating the sick leave Credit gratuity (under L39.0), of a Teacher who taught full-time and who was granted an assignment as a Part-time Teacher on or after September 1, 1978 pursuant to L46.0 or the Declining Enrolment provisions in a previous collective agreement,

(a) the "final Total Salary of the Teacher" shall be the full-time annual rate of the earnings of the Teacher, and

(b) the maximum amount payable shall not exceed one half the full-time annual rate.

L46.7 **Retraining**

L46.8 The conditions for retraining Teachers during a period of declining enrolment are:

a) if, by April 15, the Board anticipates identifying surplus Teachers under L44.22, and

b) if, by that date, the Board anticipates that it may need to hire teachers in order to staff its programs, then

- c) the Board may, at its discretion and in consultation with the Bargaining Unit request Teachers who have demonstrated a high level of competence in the position(s) for which they are currently qualified to undertake retraining to meet the needs anticipated in L46.8(b) subject to the conditions set out below, providing that, in the opinion of the Board, these Teachers will be able to continue to demonstrate a high level of competence in any position(s) for which they may be retrained.

L46.9 If the Teacher agrees to undertake such retraining,

- (a) tuition fees shall be paid by the Board for the purpose of retraining and official receipts shall be submitted to the Director, and
- (b) if such retraining requires full-time attendance during regular school hours, the Board shall request the Teacher to take a Leave of Absence, and
- (c) subject to the provisions of L46.7, the Teacher shall comply with the following conditions:
 - (i) deductions for the Teachers' Pension Plan pension, income tax or other required deductions shall be on the basis of the actual salary paid;
 - (ii) the period for such re-training granted to a Teacher shall be credited to Teaching Experience;
 - (iii) the Teacher shall receive all employee benefits for which the Teacher is eligible;
 - (iv) a Teacher shall be responsible for making arrangements for any further payments to the Teachers' Pension Plan and for making arrangements for payment of the Ontario College of Teachers' fee.
 - (v) the Teacher shall, before going on retraining, execute an agreement to remain in the employ of the Board for a period equal to twice the length of the retraining period and, failing to do so, shall upon request pay to the Board the money paid by the Board on account of the retraining, and
- (d) upon return to work the Teacher shall undertake any assignment for which the Teacher is qualified.

L46.10 The number of Teachers who may undertake such retraining in any one year shall not exceed the number of surplus Teachers.

L46.11 The number of Teachers who may be granted Leave of Absence for Retraining shall not exceed five full-time equivalents in any one year.

- L46.12 The foregoing provisions for retraining will be continued on an experimental basis and will be reviewed by the parties before either party recommends continuance of these provisions in any subsequent agreements.

L47.0 RECALL

- L47.1 Recall rights shall only apply to Teachers whose employment with the Board has been terminated because the Teacher is surplus to the Board.
- L47.2 Recall rights shall be limited to the a two (2) year period immediately following the date the termination of employment as a surplus Teacher became effective.
- L47.3 In order to establish rights under L47.0 the Teacher must complete and return the form provided by the Board within 15 days of receiving the notice of termination.
- L47.4 In order to maintain rights under L47.0 the Teacher must:
- (a) keep the Board advised of the Teacher's current address and telephone number;
 - (b) ensure the form set out under L47.3 is received by the Board within the time set out; and
 - (c) must be able to respond personally and expeditiously to any offer of employment.
- L47.5 The Board shall maintain a recall list of the teachers who have established and maintained recall rights. The Bargaining Unit shall have access to this list and any revisions to the list.
- L47.6 The Board shall record details respecting any teacher on the list who could not be contacted personally and expeditiously. That Teacher shall be removed from the list and the Bargaining Unit shall be advised of this revision to the list.
- L47.7 When a position becomes available, the Board shall contact in order of seniority, each Teacher remaining on the recall list to ascertain whether that Teacher wishes to accept a position for which the Teacher is qualified.
- L47.8 A Teacher who refuses a recall to a position for which the Teacher is qualified, or fails to respond under L47.4 shall no longer be entitled to recall.
- L47.9 A person who has been recalled to a position as a Teacher with the Board within four calendar months of the effective date of the termination of the person's employment as a Teacher shall be credited with Teaching Experience as though there had been no interruption in employment.

L48.0 SEVERANCE PAY

L48.1 Those Permanent Teachers whose employment has been terminated pursuant to L44.22 because they are surplus to the Board and who have not refused a position with the Board (hereinafter referred to as "Eligible Permanent Teachers") shall be subject to the following:

- a) Eligible Permanent Teachers will be paid severance pay in accordance with the following:

the amount of severance pay to be paid to an Eligible Permanent Teacher shall be based on the number of years of the last continuous Teaching Experience with the Board (including any Predecessor Board) to be calculated as follows:

$$\frac{\text{Amount} = 10 + (n-1) \times 2.5}{100} \times \text{Total Salary for the last complete year of employment as a Teacher}$$

where n = number of years of the last continuous Teaching Experience with the Board.

The maximum payment shall be 32.5% of the Teacher's Total Salary for the Teacher's last complete year of employment as a Teacher.

- b) Acceptance of severance pay relieves the Board of any further obligation to the Teacher including recall rights and the Teacher ceases to have further rights under this Agreement.
- c) Subject to requirements at law, a Teacher may request the deferral of severance pay for a period of up to 12 months from the effective date of termination of the Teacher's employment for the purpose of maintaining recall rights during such period. No such request shall be denied.

PART VI – CONTINUING EDUCATION TEACHERS

The terms and conditions of employment in this Part apply only to Continuing Education Teachers, including Secondary Credit Night School, Secondary Credit Summer School and Adult Day School.

L49.0 GRIEVANCE AND ARBITRATION PROCEDURE

- L49.1 Within the terms of Part VI a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Part, including any question as to whether a matter is arbitrable. For purposes of the grievance/arbitration procedure in Section VI, the first ten instructional days of July shall be deemed to be school days.
- L49.2 **Notice of Grievance by the Grievor and Bargaining Unit**
- L49.3 A Continuing Education Teacher or group of Continuing Education Teachers shall, prior to filing a grievance as hereinafter provided, attempt by informal discussion with the appropriate principal, or, if the Continuing Education Teacher does not report to a principal, with the Continuing Education Teacher's immediate supervisor, to resolve any matter which could be the subject of a grievance prior to filing a written grievance hereunder. In this discussion the Continuing Education Teacher or group of Continuing Education Teachers may be accompanied by a representative of the Bargaining Unit. Where it could reasonably be expected that an incident would lead to discipline or discharge, the principal or immediate supervisor will inform the teacher that they may be accompanied by a representative of the Bargaining Unit. Should the complaint not be resolved informally, the Bargaining Unit may initiate a grievance within 20 school days following the day the cause of the grievance became known or reasonably ought to have been known to the Continuing Education Teacher(s). A grievance may be filed by the Bargaining Unit on behalf of the Continuing Education Teacher(s) in writing to the Director or designate. This notice shall state the section or sections of Part VI that it is alleged have been violated, together with a description of the complaint sufficient to indicate the substance of this complaint and the remedy sought.
- L49.4 The Board or Bargaining Unit may initiate a policy or group grievance by giving notice to the other party within 55 school days following the day that the cause for the grievance became known or reasonably ought to have been known to the grieving party.
- L49.5 The representatives of the Board and Bargaining Unit shall meet within 10 school days of receipt of the notice under L49.3 or L49.4 above and shall attempt to settle the grievance.

L49.6 Notice of Intent to Proceed to Arbitration

- L49.7 If the grievance is not settled within 10 school days of the meeting, the Bargaining Unit or Board may inform the other party in writing within a further 30 school days that it is proceeding to arbitration.
- L49.8 The notice in L49.7 shall specify whether the Bargaining Unit or Board desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. The Board or Bargaining Unit not wishing a single arbitrator shall so advise the originating party within 10 school days and shall, at the same time, specify its appointee to the board of arbitration. The originating party shall then appoint its nominee within a further five school days of being advised of the appointee of the other party.
- L49.9 The two appointees or, in the case of a single arbitrator, representatives of the Board and Bargaining Unit shall as soon as possible appoint an arbitrator or the chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator within 35 school days of the notice in L49.7 being received, the appointment shall be made by the Minister of Labour upon the request of either party.
- L49.10 The arbitrator or the arbitration board shall hear and determine the grievance, shall issue a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairperson shall govern.
- L49.11 The single arbitrator or the board of arbitration shall determine its own procedures but shall give full opportunity to all parties to present evidence and make representations.
- L49.12 The single arbitrator or board of arbitration shall have the power to amend technical deficiencies of the grievance and modify penalties including disciplinary penalties but shall not by its decision add to, delete from, modify or otherwise amend the provisions of Part VI.
- L49.13 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- L49.14 The Board and Bargaining Unit shall each bear the expense of its own appointee and shall pay one-half the cost of the chairperson or single arbitrator and their own expense of appearing at the hearing.
- L49.15 A grievance initiated within the timelines herein may be processed notwithstanding that the contract(s) of the Continuing Education Teacher(s) involved has (have) terminated.

- L49.16 Days, as the term used in this grievance procedure, shall exclude Saturdays, Sundays, and public holidays.
- L49.17 Time limits herein may be extended by consent of the Board and Bargaining Unit.
- L49.18 Grievances concerning similar matters may be heard together.
- L49.19 No action of any kind shall be taken against any person because of that person's participation in the grievance or arbitration procedures under Part VI.
- L49.20 A Continuing Education Teacher may be disciplined only for just cause.
- L49.21 If a grievance concerns the discipline of a Continuing Education Teacher, including disciplinary dismissal, or discharge for incompetence, or just cause, the arbitrator or the arbitration board may confirm the decision of the Board or reinstate the Continuing Education Teacher, with or without full compensation or otherwise modify the penalty. Where the arbitrator or arbitration board determines that reinstatement of the Continuing Education Teacher is not practical, the arbitrator or arbitration board may award compensation.

L50.0 INDIVIDUAL RIGHTS

- L50.1 Both the Board and Bargaining Unit shall comply with the Ontario Human Rights Code. Any alleged violation shall be dealt with pursuant to the procedures in the Code.

L51.0 BEREAVEMENT

- L51.1 A Continuing Education Teacher shall be entitled to a leave of absence with pay for two daily sessions* per course, for bereavement provided that the Continuing Education Teacher makes arrangements with the principal to ensure that a suitable replacement is found. Alternatively, arrangements may be made to reschedule the class. Bereavement days shall not accumulate. Leave for bereavement shall be granted only for and at the time of death of a member of the Continuing Education Teacher's immediate family.

*daily session means the instructional time for a course in a day.

- L51.1 Additional days may be granted by the Director when required for travelling time or other special circumstances.

L52.0 OBSERVING RELIGIOUS DAYS

- L52.1 A Continuing Education Teacher shall be entitled to observe up to two religious days per session to a maximum of five per school year provided that the Continuing Education Teacher makes arrangement to reschedule the class. Alternatively,

arrangements may be made with the principal to ensure that a suitable replacement is found.

- L52.2 An Adult Day School Continuing Education Teacher shall be entitled to a leave of absence with pay to observe up to two religious holy days per year as part of the five days in L52.1.

L53.0 OTHER TERMS AND CONDITIONS APPLYING TO CONTINUING EDUCATION TEACHERS

- L53.1 Other terms and conditions applying to Continuing Education Teachers may be set out in a letter of understanding.
- L53.2 The Continuing Education Teacher shall perform such duties as the Board may assign under the Acts and the regulations administered by the Minister of Education and Training and shall be diligent and faithful in the performance of the Continuing Education Teacher's duties.
- L53.3 The number of Continuing Education Teachers to be employed by the Board shall be determined by the Board.
- L53.4 A Continuing Education Teacher who is not also a Teacher on unpaid Leave shall be responsible for payment of the Ontario College of Teachers Fee.

PART VI.I – CONTINUING EDUCATION SECONDARY CREDIT NIGHT SCHOOL AND SUMMER SCHOOL

L54.0 SALARY FOR SECONDARY CREDIT NIGHT SCHOOL AND SUMMER SCHOOL

- L54.1 A Secondary Credit Night School and Summer School Continuing Education Teacher shall be paid in accordance with the following hourly Salary Schedule.

Effective August 31, 2019		
Step	Courses Completed	Rate
0	Less than 2 full credit courses	51.73
1	2 or 3 full credit courses	55.15
2	4 or 5 full credit courses	58.60
3	6 or more full credit courses	62.08

Effective September 1, 2019		
Step	Courses Completed	Rate
0	Less than 2 full credit courses	52.25
1	2 or 3 full credit courses	55.70
2	4 or 5 full credit courses	59.19
3	6 or more full credit courses	62.70

Effective September 1, 2020		
Step	Courses Completed	Rate
0	Less than 2 full credit courses	52.77
1	2 or 3 full credit courses	56.26
2	4 or 5 full credit courses	59.78
3	6 or more full credit courses	63.33

Effective September 1, 2021		
Step	Courses Completed	Rate
0	Less than 2 full credit courses	53.30
1	2 or 3 full credit courses	56.82
2	4 or 5 full credit courses	60.38
3	6 or more full credit courses	63.96

Note: The above salaries include the negotiated general wage increases as follows:

Effective Date	% increase
September 1, 2019	1.0%
September 1, 2020	1.0%
September 1, 2021	1.0%

- L54.2 A Secondary Credit Night School and Summer School Continuing Education Teacher shall be advanced on the steps of the Salary Schedule set out above on the basis of the number of continuing education full credit courses taught and completed prior to the commencement of duties on a continuing education assignment for which the higher rate is to be paid.
- L54.3 A step on the Salary Schedule shall be based on the number of continuing education credit courses the Secondary Credit Night School and Summer School Continuing Education Teacher has taught for the Board and/or Predecessor Boards. Only courses which commenced on or after September 1, 1987 shall be counted.
- L54.4 For the purposes of L54.0 courses must be full credit courses. A Secondary Credit Night School and Summer School Continuing Education Teacher will be credited with a full credit when it is a full credit course. A Secondary Credit Night School and Summer School Continuing Education Teacher will be credited with a half (1/2) credit when it is a half credit course. A remedial credit course shall be counted as one half of a full credit course. A Secondary Credit Night School and Summer School Continuing Education Teacher will be credited with a quarter (1/4) credit when it is a quarter credit course. The half and quarter credits shall be accumulated to constitute a full credit course. The teacher of record is the teacher who has taught the whole credit or more than half the credit.
- L54.5 For the purposes of L54.2 an assignment of a Secondary Credit Night School and Summer School Continuing Education Teacher to a position that does not involve classroom duties shall be equated to an assignment involving classroom duties.
- L54.6 The hourly rate of pay set out in L54.1 shall be payment for the normal duties of a Secondary Credit Night School and Summer School Continuing Education Teacher but shall be paid for classroom teaching hours only.

L55.0 RESPONSIBILITY ALLOWANCES FOR SECONDARY CREDIT NIGHT SCHOOL AND SUMMER SCHOOL

- L55.1 A Secondary Credit Night School and Summer School Continuing Education Teacher appointed to the position of Department Head or Assistant Department Head in a continuing education program shall be paid, for the performance of departmental duties, an amount as set out below in addition to the hourly rate of pay to which the Secondary Credit Night School and Summer School Continuing Education Teacher is entitled under L54.1.

Secondary Credit Night School and Summer School Responsibility Allowances

Effective August 31, 2019	
Department Head	5.76
Asst. Department Head	3.89

Effective September 1, 2019	
Department Head	5.82
Asst. Department Head	3.93

Effective September 1, 2020	
Department Head	5.88
Asst. Department Head	3.97

Effective September 1, 2021	
Department Head	5.93
Asst. Department Head	4.01

Note: The above allowances include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2014	1.0%
September 1, 2015	1.0%
September 1, 2016	1.0%

L56.0 WORKING CONDITIONS FOR SECONDARY CREDIT NIGHT SCHOOL AND SUMMER SCHOOL

- L56.1 The assignment may be terminated prior to the end of the session:
- by the Board at any time with 24 hours' notice to the Secondary Credit Night School and Summer School Continuing Education Teacher where, before the commencement of the course or class or teaching in the subject, it has been decided not to offer the course, class or subject in the session; or
 - at any time by mutual consent in writing of the Secondary Credit Night School and Summer School Continuing Education Teacher and the Board; or
 - at any time by either party giving written notice to the other not less than forty-eight hours before the date of termination specified in the notice.

- L56.2 The Board will make a reasonable effort to provide the Secondary Credit Night School and Summer School Continuing Education Teachers with keys to the classrooms assigned and staff washrooms.

PART VI.II – ADULT DAY SCHOOL CONTINUING EDUCATION

L57.0 SALARY FOR ADULT DAY SCHOOL CONTINUING EDUCATION

- L57.1 An Adult Day School Continuing Education Teacher shall be paid in accordance with the following hourly Salary Schedule.

Effective August 31, 2019				
Step	Group 1	Group 2	Group 3	Group 4
0	41.48	43.41	46.95	50.28
1	43.67	45.71	50.10	53.00
2	46.21	48.36	53.44	56.25
3	48.75	51.02	56.76	59.50
4	51.64	54.02	60.27	63.28
5	54.53	57.04	63.78	67.06
6	57.42	60.05	67.29	70.83
7	60.31	63.05	70.79	74.61
8	63.20	66.05	74.30	78.38
9	66.09	69.06	77.81	82.16
10	68.98	72.06	81.32	85.94

Effective September 1, 2019				
Step	Group 1	Group 2	Group 3	Group 4
0	41.89	43.84	47.42	50.78
1	44.11	46.17	50.60	53.53
2	46.67	48.84	53.97	56.81
3	49.24	51.53	57.33	60.10
4	52.16	54.56	60.87	63.91
5	55.08	57.61	64.42	67.73
6	57.99	60.65	67.96	71.54
7	60.91	63.68	71.50	75.36
8	63.83	66.71	75.04	79.16
9	66.75	69.75	78.59	82.98
10	69.67	72.78	82.13	86.80

Effective September 1, 2020				
Step	Group 1	Group 2	Group 3	Group 4
0	42.31	44.28	47.89	51.29
1	44.55	46.63	51.11	54.07
2	47.14	49.33	54.51	57.38
3	49.73	52.05	57.90	60.70
4	52.68	55.11	61.48	64.55
5	55.63	58.19	65.06	68.41
6	58.57	61.26	68.64	72.25
7	61.52	64.32	72.21	76.11
8	64.47	67.38	75.79	79.96
9	67.42	70.45	79.37	83.81
10	70.37	73.51	82.95	87.67

Effective September 1, 2021				
Step	Group 1	Group 2	Group 3	Group 4
0	42.74	44.73	48.37	51.80
1	44.99	47.10	51.62	54.61
2	47.61	49.83	55.06	57.95
3	50.23	52.57	58.48	61.30
4	53.20	55.66	62.10	65.20
5	56.18	58.77	65.71	69.09
6	59.16	61.87	69.33	72.98
7	62.14	64.96	72.94	76.87
8	65.12	68.05	76.55	80.75
9	68.09	71.15	80.17	84.65
10	71.07	74.24	83.78	88.54

Note: these wages are subject to changes based on the Grant for Student Needs (GSN) for 2019-20 and collective agreements terms effective September 1, 2019.

Note: The above salaries include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2019	1.0%
September 1, 2020	1.0%
September 1, 2021	1.0%

L58.0 RESPONSIBILITY ALLOWANCES FOR ADULT DAY SCHOOL CONTINUING EDUCATION

- L58.1 An Adult Day School Continuing Education Teacher appointed to the position of Department Head or Assistant Department Head in a continuing education program shall be paid, for the performance of departmental duties, an amount as set out below in addition to the hourly rate of pay to which the Adult Day School Continuing Education Teacher is entitled under L57.1.

Adult Day School Continuing Education Responsibility Allowances

Effective August 31, 2019	
Department Head	5.83
Asst. Department Head	3.90

Effective September 1, 2019	
Department Head	5.89
Asst. Department Head	3.94

Effective September 1, 2020	
Department Head	5.95
Asst. Department Head	3.98

Effective September 1, 2021	
Department Head	6.01
Asst. Department Head	4.02

Note: The above allowances include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2014	1.0%
September 1, 2015	1.0%
September 1, 2016	1.0%

L59.0 STAFFING FOR ADULT DAY SCHOOL CONTINUING EDUCATION

L59.1 Adult Day School Class Size

- The Board will collect class size data from each of the Adult Day Schools and will organize the data by school and by program. The data will reflect the pre-registration, day 8, mid-point and last day of the quad enrolment figures.
- Each Adult Day School will have an In-School Class Size Committee composed of: the Principal or Vice-principal, a Guidance Counsellor, the Program Leaders, the Branch President and 1-2 volunteer Adult Day School Teachers.

- (c) The In-School Class Size Committee will meet at the end of the second week of each quad.
- (d) The role of the In-School Class Size Committee will include the following:
- track enrolment data by quad and by program for the school, based on the data collected under (a) above
 - review enrolment patterns and class size anomalies, including classes at 45 and above
- e) with consideration to facilities, availability and retention of teachers, financial feasibility, program sustainability and student diploma requirements, the committee may consider strategies such as those listed below or any other strategy appropriate to the program and site to achieve reasonable class size:
- moving students
 - splitting classes
 - combining classes
 - team teaching

L60.0 WORKING CONDITIONS FOR ADULT DAY SCHOOL CONTINUING EDUCATION

- L60.1 Each Adult Day School Continuing Education Teacher shall have a minimum of 40 consecutive minutes for lunch.
- L60.2 The assignment may be terminated prior to the end of the session:
- a) by the Board at any time with 24 hours' notice to the Adult Day School Continuing Education Teacher where, before the commencement of the course or class or teaching in the subject, it has been decided not to offer the course, class or subject in the session; or
 - b) at any time by mutual consent in writing of the Adult Day School Continuing Education Teacher and the Board; or
 - c) at any time by either party giving written notice to the other not less than forty-eight hours before the date of termination specified in the notice.
- L60.3 Where an assignment to an Adult Day School Continuing Education Teacher is terminated due to reasons of insufficient student enrolment and classes in a session have begun, and where sections are combined to accommodate remaining students,

the Adult Day School Continuing Education Teacher with the greater seniority shall retain their position for the remainder of the session where the school timetable model allows.

- L60.4 The Board shall not terminate the assignment of an Adult Day School Continuing Education Teacher for reasons of insufficient enrolment after the 15th day of the session.
- L60.5 There will be two paid professional development days for Adult Day School Continuing Education Teachers teaching credit courses on a day determined by the Board. The Teacher shall be paid their regular hourly rate for the hours in attendance at the Professional Development Day (excluding lunch).

L61.0 Seniority for Adult Day School Continuing Education Teachers

- L61.1 For the purposes of this section, Adult Day School Continuing Education Teacher means a Continuing Education Teacher who has taught credit or Credit-Equivalent Courses in adult day schools after September 1, 1998; and
- a) has not resigned or been terminated for cause; and
 - b) has taught at least one credit or Credit-Equivalent Course in an adult day school at any time during one complete school year.
- L61.2 Only an Adult Day School Continuing Education Teacher will have seniority which shall be determined by:
- a) the date on which the first credit or Credit-Equivalent Course taught by the Adult Day School Continuing Education Teacher begins, except that:
 - (i) if such date is earlier than September 1, 1998, then seniority shall be determined by the date of the first credit or Credit-Equivalent Course taught after September 1, 1998; or
 - (ii) if the Adult Day School Continuing Education Teacher does not teach at least one credit or Credit-Equivalent Course in an adult day school in a complete school year, then seniority shall be determined by the date, following that school year, on which the first credit or Credit-Equivalent Course taught by the Adult Day School Continuing Education Teacher begins;
 - (iii) shall not apply in a case where a teacher does not teach at least one credit or Credit-Equivalent Course in an adult day school in a complete school year by virtue of being on Maternity/Parental Leave Benefits under the provisions of the Employment Standards Act where said leave commences while the teacher is in the employ of the Toronto District School Board.

and, where this is equal

- b) Notwithstanding L61.2(a)(ii), the number of years seniority that the Adult Day School Continuing Education Teacher has as a Teacher on August 31, 1998;

and, where this is equal

- c) the number of credit or Credit-Equivalent Courses taught since September 1, 1998;

and where this is equal

- d) by lot as determined and conducted by the Board.

L61.3 The procedures in the Adult Day School Continuing Education Staffing and Surplus Manual in effect on June 30, 2001 shall be reviewed and refined annually by a sub-committee of the Secondary Consultation Committee in accordance with L21.13. The procedures in effect on June 30, 2001 shall not be changed except by mutual agreement of the Board and the Bargaining Unit.

L62.0 LEAVES GENERAL FOR ADULT DAY SCHOOL CONTINUING EDUCATION

L62.1 An Adult Day School Continuing Education Teacher may have up to one day with deduction from sick leave when adoption leave is not taken and circumstances require the Adult Day School Continuing Education Teacher to be present during the adoption procedure.

L62.2 An Adult Day School Continuing Education Teacher may have up to one day with deduction from sick leave as a spouse attending the birth of the spouse's child.

L62.3 An Adult Day School Continuing Education Teacher may take up to two days per year with deduction from sick leave credits to care for a member of the Teacher's immediate family in the case of serious illness when the Teacher has been unable to obtain other proper care for such member.

L63.0 HIRING TO CONTRACT FOR ADULT DAY SCHOOL CONTINUING EDUCATION

L63.1 To facilitate the hiring of permanent contract teachers, the Board will maintain a list of teachers deemed eligible to be hired for that purpose in the secondary panel.

Adult Day School Continuing Education Teachers who wish to be considered for Contract Teaching position will be placed on the Eligible to Hire List if they:

- a. have been working in one or more of the Board's Adult Day Schools for at least 10 months; and

- b. have taught as an Adult Day School Continuing Education Teacher in one or more schools of the Board for at least 2 quadesters, during a 10-month period that is within the two years immediately preceding the day the application was submitted; and
- c. have not received an unsatisfactory Adult Day School Continuing Education Teacher evaluation.

It is further understood that equity is a determining factor in the Board's hiring criteria and that there may be interviews for vacancies required in order to achieve a contract teaching position once on the eligible to hire list.

LETTERS OF UNDERSTANDING

The appended letters of understanding are incorporated into and made part of this Agreement.

LETTER OF UNDERSTANDING Re: Replacement Teachers

For "eligible Replacement Teachers", placement in another position effective September 1, under the 'Seniority and Surplus Procedures' of L44.0, shall be as follows. "Eligible Replacement Teachers" with:

1. at least 0.9 full-time equivalent years of Teaching Experience for salary purposes with the Board in the previous 12 months shall be placed in full-time positions if these are available and, if no full-time positions are available, then in half-time positions, if these are available;
2. at least 0.5 full-time equivalent years of Teaching Experience for salary purposes with the Board in the previous 12 months shall be placed in half-time positions if these are available; and
3. these previous 12 months shall be either April 1 through March 31, as set out under L45.1 or September 1 through June 30, as set under L45.2.

Effective each September 1, only those "eligible Replacement Teachers" remaining unplaced from the current 'Seniority and Surplus Procedures' shall remain eligible for recall, under L47.0 for the 12 months ending the following August 31.

LETTER OF UNDERSTANDING Re: Full Day Coverage

The parties recognize the importance of having a Teacher in every classroom. The Board acknowledges its objective of obtaining Occasional Teachers to replace all full-day Teacher absences.

To this end, every full-day Teacher absence will be entered into the Board's automated dispatch system. However, both Parties recognize that in a small number of cases (1.5%) the Board may be unable to obtain an Occasional Teacher.

Notwithstanding anything to the contrary in Article L26.9, coverage for a full-day Teacher absence may be assigned when no Occasional Teacher has accepted the job in the automated dispatch system.

The Board shall provide the following information at each Secondary Consultation Committee meeting:

- i. The number of jobs entered into the automated dispatch system for the month.
- ii. The number of unfilled jobs for the month.
- iii. A school by school report of the number of coverages assigned to replace full day Teacher absences.

LETTER OF UNDERSTANDING Re: Reporting of Hours for Purposes of Collecting Employment Insurance

Conditional upon any initial and continuing approvals required under the Employment Insurance Act and Regulations, the Toronto District School Board agrees to use the following formula for the sole and exclusive purpose of reporting insurable hours on an Adult Day School Continuing Education Teacher's Record of Employment: Adult Day School Continuing Education Teachers are deemed to be paid 1.5 hours for each instructional hour.

LETTER OF UNDERSTANDING Re: Supervision

The purpose of this letter of understanding is to clarify when the Toronto District School Board and O.S.S.T.F. District 12 understand that supervision from "time to time" reference in the Article L26.7 may be assigned in advance.

The parties agree that although supervision duties under L26.7 may not be regularly scheduled for Teachers, the parties agree that a principal may assign L26.7 supervision in advance:

- the first and last week of a semester or school year;
- immediately prior to or during examinations;
- the week prior to Christmas Break and March Break;
- in conjunction with any special event or circumstance within the school;
- where the principal reasonably anticipates a special need.

The schedule of availability shall be predictable for the Teacher. The coverage and supervision shall be equitably assigned on a rotating basis with the objective being to equalize the assignments. To provide flexibility, this schedule may be utilized in blocks at the Teacher's request.

LETTER OF UNDERSTANDING Re: Terms and Conditions Applying to Continuing Education Teachers

The following terms and conditions of the Agreement for Teachers also apply to Continuing Education Teachers and will be printed with Part VI in accordance with L3.5.

RECOGNITION

DEFINITIONS

L1.1

L1.2

L1.3

L1.4

L1.5

L1.6

L1.9

L1.18

L1.22

L1.26

TERM OF AGREEMENT

L2.1

L2.2

L2.3

TO WHOM THIS AGREEMENT APPLIES

L3.2

L3.4

L3.5

L3.8

L3.9

ONTARIO COLLEGE OF TEACHERS

L28.0

L28.1

L28.2

L28.3

L28.4

LETTER OF INTENT Re: Adult Education Re-Opener

If the Government of Ontario provides any additional funding for adult education programs operated by the Toronto District School Board, the Union shall be entitled to request that the provisions of the Collective Agreement affecting Adult Education teachers be amended in respect to salary, total compensation, staffing, and other cost items.

Where such a request is made the parties shall forthwith negotiate in good faith with a view to amending the Collective Agreement.

If the parties are unable to reach agreement in the course of these negotiations, either party may at any time, refer any matter remaining in dispute to a Board of Arbitration for final determination, composed of one nominee appointed by each party and by a neutral chair agreed to by the nominees. Mediation may occur as part of this process.

Failing agreement by the parties on a neutral chair, one of the following shall be appointed, subject to availability, including weekends. They will be approached in the following order:

Kevin Burkett
Louisa Davies
William Kaplan

The Board of Arbitration shall be governed by and have all of the powers of a voluntary board of arbitration constituted pursuant to Section 40 of the Labour Relations Act with any necessary modifications. Any decision by the Board of Arbitration cannot exceed the total new funding provided by the Provincial Government to the Toronto District School Board for Adult Education.

LETTER OF UNDERSTANDING Re: Board Investigations

The Board will consult with the Bargaining Unit on possible revisions to the Employee Services Protocol – Investigation Guidelines and Assignment of Investigators.

LETTER OF UNDERSTANDING Re: Teacher-specific Joint Health and Safety Committee

The Board and the Union agree that a joint committee consisting of representatives from the Board and the Bargaining Unit will be convened no later than 60 days after the ratification of this agreement to investigate a Teacher-specific Joint Health & Safety Committee with its own Terms of Reference under the OHSA. Nothing in this letter precludes the participation of ETT, ETT OTBU and the OSSTF OTBU.

LETTER OF UNDERSTANDING Re: E-Learning

The Board and the Bargaining Unit shall create a Joint Committee to look at best practices for the implementation of the Program and Policy Memorandum(s) re: E-Learning. The Joint Committee will meet at least 3 times to review and make recommendations considering, but not limited to, the following issues:

- School Year Calendar for e-Learning
- Timetable
- Privacy Issues
- Online Security Issues
- Staffing
- Postings
- Technology and support
- Training and Professional Development

LETTER OF UNDERSTANDING Re: Catastrophic/Crisis Management Response

For catastrophic events requiring a crisis management response, including but not limited to, those declared by government authorities or the Board, the Board shall consult the Bargaining Unit regarding the impact on Teachers. Where practicable, the Board shall provide the Bargaining Unit with procedures and policies for review, prior to implementation.

LETTER OF UNDERSTANDING Re: Review of the Emergency Catastrophic/Crisis Planning Process

Prior to the expiration of this Collective Agreement, in order to prepare for any future Emergency or Catastrophic/Crisis situations, the Board and the Bargaining Unit shall meet to review and make recommendations considering, but not limited to, the following issues:

- Communications
- Workload
- Calendars, timetables
- School closure/opening procedures
- Accommodations
- Technology
- Health and Safety

LETTER OF UNDERSTANDING Re: Joint Management Labour Environment Committee

The Board and the Union are committed to investigating and implementing practical measures that address the impacts of climate change and reduce the Board's carbon footprint, that promote environmental sustainability, and that reduce the unnecessary consumption of resources. The Committee will determine its own guiding principles.

LETTER OF UNDERSTANDING Re: K-12 Schools/Sites

As of September 2018, there were no OSSTF Toronto Teachers working in TDSB Junior High Schools. If the TDSB decides in the future to reopen Junior High Schools or establish K-12 schools or sites or any other school where ETT and OSSTF TTBU are combined, the provisions of the CA affecting TTBU members and all rights and responsibilities will be assigned to those members in respect to staffing, bargaining unit placement, or any related issues.

LETTER OF UNDERSTANDING Re: Accommodation & Return to Work

The Toronto District School Board recognizes its obligations under the Ontario Human Rights Code to provide safe workplace accommodations occurring within a reasonable time period.

The Parties agree that:

- It is the responsibility of the teacher to provide satisfactory medical documentation which clearly outlines restrictions and/or limitations. This responsibility includes clarifying insufficient medical documentation and providing updates as may be reasonably necessary to facilitate the teacher's return to the workplace or accommodation. The accommodation process may commence while additional information is being sought to the extent it is possible to do so.
- It is the responsibility of the Board to ensure that a teacher is returned to work safely and to assess an employee's request for accommodation up to the point of undue hardship.
- It is the responsibility of the Bargaining Unit to assist to the extent necessary to ensure that the accommodation is appropriate; and in consideration of the Collective Agreement.

- A reasonable offer of accommodation is one which meets a teacher's needs and is not a matter of preference.

The Parties agree that the following process will be followed in accommodating and returning teachers to work:

Where medical documentation supports a return to work or accommodation, the Board will communicate with the Teacher, to confirm a tentative date of return to work and/or to discuss next steps, including confirmation of restrictions and/or limitations and the potential need for accommodation. All communications regarding accommodation will be made within a reasonable time period. The Board will advise the Teacher of their right to be accompanied by union representation at meetings where a return to work or accommodation is being discussed.

Where there are medical restrictions in place, the Board will arrange with the Teacher, and where the Teacher elects, their Union representative a return to work meeting with the Principal, Teacher and Union, at the Teacher's worksite or another mutually agreed upon location to discuss the return to work and any request(s) for accommodation.

At the return to work meeting or meeting to discuss accommodation, the Board will undertake to develop a written plan in consultation with the employee and the Union, as applicable, which includes the following:

- Name of Member, Name of Worksite, Date of Meeting, Name of Principal
- Details of the accommodation based on restrictions and/or limitations.
- Who to contact for support with accommodation implementation at worksite
- When the accommodation will be reviewed, if required.
- Tentative timeline for implementation including, where reasonably available, the date by which each aspect of the accommodation will be implemented

The Teacher, Principal, and Board will each receive a copy of the written Accommodation Plan upon completion, and where necessary, will set a follow up meeting date.

In the event of a change of assignment or work location, upon the request of a Teacher, the Disability Case Administrator shall initiate a review of the accommodation plan.

Medical documentation submitted in support of a return to work or accommodation will be held in confidence by the Board.

LETTER OF UNDERSTANDING Re: Staffing (For Inclusion in Secondary Staffing Binder)

The 2022-2023 Secondary Staffing Binder will be amended to read:

At the Board-wide Placement meetings in May, the list of Transfer applicants will be considered after surplus teachers.

LETTER OF UNDERSTANDING Re: Staffing (For Inclusion in Secondary Staffing Binder)

For purposes of staffing and surplus declaration, a Teacher assigned to teach e-Learning credit courses shall be included in the staff complement of the secondary school which is the work location of the Teacher. Each time the school is staffed the Teacher has the right to resume a full timetable of regular classes subject to the staffing provisions of this Collective Agreement.

LETTER OF INTENT Re: Update to TDSB TPA Manual

Teacher Performance Appraisal Summative to be completed by the end of the first week in June.

LOCAL APPENDIX A

Allowances for Responsibility

Curriculum Leader

Effective Date	Amount
August 31, 2019	5,303
September 1, 2019	5,356
September 1, 2020	5,410
September 1, 2021	5,464

Asst. Curriculum Leader

Effective Date	Amount
August 31, 2019	2,651
September 1, 2019	2,678
September 1, 2020	2,705
September 1, 2021	2,732

Instructional/Program Leader

Effective Date	Amount
August 31, 2019	5,980
September 1, 2019	6,040
September 1, 2020	6,100
September 1, 2021	6,161

Note: The above rates include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2014	1.0%
September 1, 2015	1.0%
September 1, 2016	1.0%

LOCAL APPENDIX B

SUPPLEMENTAL EMPLOYMENT BENEFITS PLAN

The Teacher shall sign an agreement with the Board indicating that the Teacher will return to work (prior to submitting any resignation) and remain in the service of the Board after returning from the Teacher's Pregnancy Leave or Parental Leave for the purposes of adoption (and any subsequent additional leave granted by the Board under this Agreement).

SUPPLEMENTAL EMPLOYMENT BENEFITS PLAN: PREGNANCY LEAVE

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- e) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- f) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- h) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- i) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.

- j) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;

(SEB) PLAN ADOPTION/PARENTAL LEAVE

1. The object of this SEB Plan is to supplement the Employment Insurance (E.I.) benefits received by Teachers from Employment and Social Development Canada (ESDC) for temporary unemployment caused by Adoption or Parental Leave for the purposes of adoption.
2. Only Teachers as defined in accordance with L1.21 of the Agreement to which Appendix B is appended are covered by this Plan.
3. The other requirements for receipt of a SEB are:
 - (a) the Teacher must apply for and be in receipt of E.I. adoption or parental benefits from Human Resources Development Canada;
 - (b) an application for SEB must be made by the Teacher on a form to be provided by the Board and the Teacher shall provide proof that the Teacher is in receipt of E.I. benefits indicating the weekly amount to be paid by ESDC;
4. A Teacher must have applied for and be in receipt of E.I. benefits before a SEB becomes payable.
5. A Teacher who is not in receipt of E.I. benefits shall not be eligible for a SEB, except if the reason for non-receipt is that the Teacher is serving the two-week waiting period. A SEB payment shall be made only when it has been verified that the Teacher has applied for and is in receipt of E.I. benefits.
6. A Teacher shall not have the right to a SEB payment except for supplementation of E.I. benefits for the unemployment period as specified by this Plan.
7. The benefit levels paid under this Plan are set out in (8) and (9) below. It is understood that consistent with current employment insurance regulations:
 - (a) in any week, the total amount of the SEB, E.I. gross benefits and any other earnings received by the Teacher shall not exceed 95% of the Teacher's normal weekly earnings, and

(b) any payments in respect of annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.

8. For the two (2) week waiting period before E.I. benefits commence the benefit level paid under this plan will continue to be set at a weekly rate equal to 90% of the Teacher's weekly insurable earnings as determined by ESDC.

Note: Effective January 1, 2017, the two week waiting period will be reduced to one week. Accordingly, the employee's E.I. benefits during the first week following the new one week waiting period will be topped up to ensure the employee receives the same total net pay they would have received prior to the change.

9. For up to 15 weeks following the two (2) week period under 8. above the benefit level paid under this plan shall be \$75.00 per week providing the Teacher remains in receipt of E.I. Benefits as set out under 5. above.

LOCAL APPENDIX C

SAMPLE LETTER - REPLACEMENT TEACHER

Dear (name of Replacement Teacher):

This letter will confirm that you have agreed to accept our offer of employment as a Replacement Teacher for a fixed term pursuant to the terms and conditions of the collective agreement between the Board and the Bargaining Unit. You will be assigned to a full-time (part-time) classroom position at X school to replace the regular teacher, X, who is temporarily absent.

X is not expected to return to work before the ____ day of ____ 20__. There is, of course, the possibility that X will return earlier than has been indicated, but we are advised that this possibility is unlikely. As a result, your period of employment as a Probationary Teacher is for the period ____ to ____ (referred to as the "Fixed Term") or such shorter period as may be necessary if X returns to work earlier than anticipated. This replacement teaching position, and your employment as a Probationary Teacher with the Board, will therefore terminate by mutual consent on the earlier of ____ day of ____ 20__, or the date X returns to work. The Fixed Term may be extended in the event that the absent Teacher does not return as anticipated.

It is understood that should the Teacher whom you are replacing return to active employment prior to the mutually agreed termination date you shall be paid as per the Collective Agreement until the mutually agreed termination date stipulated in this letter or for five school days, whichever is less, and during such period you may be assigned other teaching duties.

Yours truly,

On behalf of the Board

I hereby accept the offer of employment as a Probationary Teacher set out above for the Fixed Term specified above and, in accepting, I hereby mutually agree with the Board to termination of this contract as specified above.

Signature of Replacement Teacher

LOCAL APPENDIX D

Adult Day School Qualification Rating Statements

The group placement of an ADS Teacher shall be determined by the Board based upon the Certification Rating Statement of OSSTF and/or QECO Statement of Evaluation. If an ADS Teacher has not submitted a Statement of Evaluation, they will be placed in Group 1 (A1) by default until such time that an Evaluation Statement is received.

Years of Experience

The ADS Teacher's step in each Group shall be determined by the number of years of ADS Teaching Experience within the Board and/or predecessor Board credited to the ADS Teacher. Experience in a school year is defined as having taught in an Adult Day School during the school year. Credit is not granted for summer employment, related experience or other Continuing Education programs. Equivalent Teaching Experience shall not exceed 1.0 years for any period commencing September 1 and ending the following August 31.

Eligible Hours

Any hours worked delivering summer school credit courses that begin after the end of the regular school year and evening credit courses for adult students that begin after 5:00 pm are not eligible to be paid on the ADS grid rate. Lunch hours are not to be paid.

The hours taught in the above noted programs are also not to be included in the calculation of teaching experience for ADS teachers' wage grid placement purposes.

Other Compensation/Benefits

Similar to Regular Day School teachers, the hourly rate on the wage grid includes all elements of compensation that may currently be paid in addition to the wage, such as statutory holiday pay, vacation pay, or pay in lieu. These items are not to be added on top of hourly wage. However, statutory benefits, such as Employment Insurance (EI), Canadian Pension Plan (CPP), Employer Health Tax (EHT), etc. must be applied.

NOTES

COLLECTIVE AGREEMENT

BETWEEN

THE DURHAM DISTRICT SCHOOL BOARD

-AND-

**THE ONTARIO SECONDARY SCHOOL TEACHERS'
FEDERATION, DISTRICT 13
OCCASIONAL TEACHERS**



SEPTEMBER 1, 2019 – AUGUST 31, 2022

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or

- ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.

- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.

- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:

☐ Patient is capable of returning to work with no restrictions.

☐ Patient is capable of returning to work with restrictions. **Complete section 2 (A & B) & 3**

☐ I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. **Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.**

First Day of Absence: _____	General Nature of Illness (please do not include diagnosis): _____
---------------------------------------	--

Date of Assessment:
dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (please specify):</td> <td><input type="checkbox"/> Other (please specify):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately:		Have you discussed return to work with your patient?		
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Recommendations for work hours and start date (if applicable):		Start Date: dd mm yyyy		
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours				
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

**LETTER OF AGREEMENT #2
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to

accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**LETTER OF AGREEMENT #5
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate

- used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
 - IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
 - V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
 - VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

**LETTER OF AGREEMENT #12
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.

- c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent

positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all

data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of

the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.

- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.

- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph l). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

PART B – LOCAL TERMS AND CONDITIONS

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Article L1.00 – Purpose

- L1.01 It is the intent and purpose of the Parties to this Collective Agreement, hereinafter referred to as “The Agreement”, to set forth certain terms and conditions of employment which govern the Occasional Teachers, as defined in the *Education Act*, employed by the Board in its secondary schools.

Article L2.00 – Term of Agreement

- L2.01 This Agreement shall supersede all previous Agreements and shall continue in effect with all clauses, provisions and effects unchanged until such time as this Agreement is itself superseded by a new Agreement, or is amended by the written agreement of the parties, or is terminated, in accordance with the *Labour Relations Act*.
- L2.02 During the term of this Agreement, amendments to any of the articles herein, together with the date of implementation, shall be made in writing and only by mutual consent of the parties.
- L2.03 In view of the orderly steps provided by this Agreement for the resolution of grievances, and in accordance with the *Labour Relations Act*, there shall be no strike, or lock-out during the term of this Agreement or of any renewal of this Agreement.

Article L3.00 – Recognition

- L3.01 The Board recognizes O.S.S.T.F. as the exclusive bargaining agent for all secondary occasional school teachers as defined in the *Education Act*, and employed by the Durham District School Board in its secondary panel, save and except persons, who when they are employed as substitutes for other teachers, are other than occasional teachers as defined by the *Education Act*.
- L3.02 The Union and its members recognize the right of the Board and its administration to manage the school system in the interests of the students and the community. The Board agrees to exercise its management rights with respect to members of this Bargaining Unit in accordance with the Acts and Regulations of Ontario.
- L3.03 Each party recognizes the right of the other Party to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiations of this Collective Agreement.
- L3.04 No person covered by any other collective agreement with the Durham District School Board shall be covered by this Agreement. However, a person who is covered by another collective agreement as a part time teacher with the Board,

as defined in the *Education Act*, and who is accepted by the Board for additional employment as an Occasional Secondary Teacher, shall be covered by this Agreement in respect of the occasional teaching employment only.

L3.05 Criminal Background Checks and Offence Declarations

The Board will collect criminal background checks on its employees in accordance with its policy and procedure as approved on April 18, 2005, and as may be further amended from time to time, in consultation with employee groups.

The Board shall ensure that all records and information (including Offence Declarations and CPIC records) obtained pursuant to the *Education Act* and Regulations are stored in a secure location and in a confidential manner.

Any disciplinary action related to the criminal background check or the Offence Declaration required by regulation may be the subject of a grievance.

Where the Superintendent of Education – Human Resource Services or designate wishes to meet with a member of the Bargaining Unit to discuss a criminal conviction or pattern of behaviour which poses a potential unacceptable risk, the member will be advised of their right to have a Union representative at the meeting. The Superintendent of Education – Human Resource Services or designate shall contact the President of the Bargaining Unit regarding such a meeting unless requested by the member not to do so.

L3.06 A teacher shall have the right to OSSTF representation at any meeting which is part of the Board's attendance support program.

L3.07 Subject to Service Canada rules and for the sole and exclusive purpose of reporting the hours of insurable earnings required under the *Employment Insurance Act*, all supply teachers (day to day, LTO, Extended Occasional) shall be deemed to have worked eight (8) hours each full weekday they are employed. All supply teachers (day to day, LTO, Extended Occasional) working a part of a day shall be deemed to have worked hours per day that are prorated accordingly.

Article L4.00 – Definitions and Representation

L4.01 Definitions

- (a) "Occasional Teacher" means a teacher qualified under the *Education Act* and employed to teach as a substitute for a permanent, probationary or temporary Teacher who has died during the school year or who is absent from regular duties for a temporary period that is less than a school year and that does not extend beyond the end of a school year.

For the purposes of the Agreement, an Occasional Teacher includes a graduate of an approved teacher training program who is eligible and has applied for membership in the Ontario College of Teachers (the "College") and is awaiting acceptance, but does not include a person who is subsequently denied membership.

- (b) "Supply Occasional Teacher" shall mean an Occasional Teacher whose employment is for a casual period that is on a day to day basis until no longer required or until Extended Occasional Teacher status is attained.
- (c) "Extended Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of ten (10) or more consecutive instructional days as a replacement for one teacher employed on a permanent or probationary basis.
- (d) "Long Term Occasional Teacher" shall mean a teacher whose employment as an Occasional Teacher in one (1) position is known in advance to exceed thirty (30) instructional days.
- (e) "Probationary Occasional Teacher" shall mean a teacher who has not completed the probationary period. Each Occasional Teacher, currently employed or who is added to the Board's list of Occasional Teachers, shall, from the date of hire as an Occasional Teacher, serve a probationary period of forty (40) instructional days worked in the secondary panel of the Board. An Occasional Teacher who was previously employed by the Durham District School Board as a permanent teacher shall serve a probationary period of twenty (20) days.
- (f) "Occasional Teacher List" means a list of Occasional Teachers who have been accepted by the Board as Occasional Teachers in the secondary panel.
- (g) An "instructional day" shall be recognized as a teaching day when the Occasional Teacher has met the teaching obligations on that day.

L4.02 The Bargaining Unit shall inform the Board in writing of the names of its elected or appointed Executive and/or committee members prior to September 1.

L4.03 Federation Leave

- (a) At the request of the Bargaining Unit, the President of the Occasional Teacher Bargaining Unit shall be released from teaching duties for the purpose of contract administration or for the purposes of Union business, to a maximum of fifteen (15) school days, in the aggregate, per annum. Such a leave for Union business shall not constitute a break in continuous service. In such cases, the Bargaining Unit is responsible for the

President's pay. The Board shall administer such payment, and shall be reimbursed by the Bargaining Unit.

- (b) Notwithstanding the above, any days spent on union business, not requiring release from teaching duties, shall be counted as days worked, reimbursed by the Bargaining Unit and administered by the Board as in L4.03 (a).
- (c) Members on such leave shall receive full salary and employment benefits including the accumulation of: credit for experience, sick leave and all other rights and privileges under this collective agreement where eligible.

L4.04 Labour/Management Committee

- (a) The Board and the Bargaining Unit jointly shall establish the Secondary Occasional Teachers' Consultation Committee. The Committee shall have as its members up to three (3) members appointed from the Board's staff, one of whom shall be named as the co-chairperson by the Superintendent of Education – Human Resource Services or designate, and up to three (3) members of the District appointed by the Bargaining Unit, one of whom shall be named as co-chairperson by the Bargaining Unit. At least one (1) of the members appointed by the Bargaining Unit shall be an Occasional Teacher. The composition of this Committee may be modified by mutual agreement.
- (b) The Committee shall meet at the request of either party at a time mutually agreed upon.
- (c) The Committee shall discuss issues of concern to either the Board or the Bargaining Unit but shall not consider any matter which is under negotiation or which is the subject of a grievance under the grievance procedure of this Agreement.
- (d) The Committee shall be a consultative body and may make recommendations to the parties.

L4.05 Negotiating Committee

- (a) The Bargaining Unit may appoint or otherwise select a negotiating committee. At least one (1) of the members of the negotiating committee shall be a District 13 Occasional Teacher. Such committee shall represent the Bargaining Unit in all negotiations with the representatives of the Board for a renewal of this Agreement.
- (b) At the request of the Union, the Board shall excuse from teaching duties up to two (2) Occasional Teachers a maximum of fifteen (15) school days in the aggregate to meet with the Board in direct negotiations. Occasional

Teachers will be credited with these days spent in direct negotiations as days worked. The Bargaining Unit will be responsible for the Occasional Teacher's pay. The Board will administer such payment and will be reimbursed by the Bargaining Unit.

Article L5.00 – Discipline and Dismissal

- L5.01 An Occasional Teacher shall not be disciplined or dismissed without just cause. A teacher who is invited to a meeting which may result in discipline shall be notified in advance of the date, time and purpose of the meeting and advised of their right to have Union representation. If the teacher declines Union representation at the meeting, the Union will be advised in advance that the meeting has been scheduled. Failure or refusal to attend the meeting shall not prevent the Board from imposing discipline by letter.

A letter stating the reason(s) for discipline or dismissal shall be given to the teacher at the meeting or mailed to the last known address of the teacher within one (1) month of the imposition of discipline or dismissal.

- L5.02 An Occasional Teacher or a Principal of a school may request that the teacher not be assigned to that school, in which case the Occasional Teacher's assignment to that school may thereafter only be effected with the consent of both the Principal of the school and the teacher. Notification in writing will be mailed to the teacher's last known address by the Superintendent of Education – Human Resource Services or designate and the District President will be notified.
- L5.03 All Occasional Teachers have recourse to the grievance procedure if disciplined or dismissed. Notwithstanding L5.02 above, the standard for dismissing a probationary Occasional Teacher will be a lesser standard than for an Occasional Teacher who has completed the probationary period. A Probationary Occasional Teacher may be dismissed at the discretion of the Board, provided that such discretion is not exercised in bad faith. A Probationary Occasional Teacher may also be dismissed for unsuitability or unsatisfactory performance.
- L5.04 At an Occasional Teacher's request to the Superintendent of Education – Human Resource Services or designate, documents contained in an occasional teacher's personnel file of a disciplinary nature and all supporting documents shall be removed from the file at the later of two years or 250 days worked for the Board as an Occasional Teacher from their dates of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary material regarding suspensions, harassment or violence, or any discipline related to physical, emotional or

psychological harm to students or other employees of the Board may remain in an Occasional Teacher's file.

Article L6.00 – Salaries

L6.01 (a) Supply Occasional Teachers

Effective September 1, 2019 (1%) - \$228.66/day

Effective September 1, 2020 (1%) - \$230.95/day

Effective September 1, 2021 (1%) - \$233.26/day

(b) An Occasional Teacher shall be assigned to work, and shall be paid, only for a 0.5 (morning or afternoon) or 1.0 instructional day in accordance with paragraph L4.01 (g) and Article L14.00.

L6.02 An Extended Occasional Teacher shall be placed on the current salary grid, with the Extended Occasional Teacher's recognized teaching experience and group placement in accordance with paragraphs L6.05, L6.06 and L6.07 of this Agreement, on the tenth (10th) consecutive instructional day worked in one (1) position. Payment on this salary grid shall be retroactive to the first day of the assignment and shall remain in effect until the expiration of the assignment. A Professional Activity/Development Day shall not interrupt the continuity of an Extended Occasional teaching assignment.

Effective August 31, 2019

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	48315	50002	53855	56494
1	51189	53152	57452	60451
2	54039	56313	61068	64398
3	56910	59468	64682	68351
4	59760	62634	68290	72296
5	62634	65776	71891	76228
6	65485	68947	75501	80179
7	68351	72092	79116	84135
8	71201	75246	82734	88075
9	74065	78405	86324	92007
10	76914	81553	89942	95960
11	80082	85005	93457	99960

Effective September 1, 2019

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	48798	50502	54394	57059
1	51701	53684	58027	61056
2	54579	56876	61679	65042
3	57479	60063	65329	69035
4	60358	63260	68973	73019
5	63260	66434	72610	76990
6	66140	69636	76256	80981
7	69035	72813	79907	84976
8	71913	75998	83561	88956
9	74806	79189	87187	92927
10	77683	82369	90841	96920
11	80883	85855	94392	100960

Effective September 1, 2020

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	49286	51007	54938	57630
1	52218	54221	58607	61667
2	55125	57445	62296	65692
3	58054	60664	65982	69725
4	60962	63893	69663	73749
5	63893	67098	73336	77760
6	66801	70332	77019	81791
7	69725	73541	80706	85826
8	72632	76758	84397	89846
9	75554	79981	88059	93856
10	78460	83193	91749	97889
11	81692	86714	95336	101970

Effective September 1, 2021

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	49779	51517	55487	58206
1	52740	54763	59193	62284
2	55676	58019	62919	66349
3	58635	61271	66642	70422
4	61572	64532	70360	74486
5	64532	67769	74069	78538
6	67469	71035	77789	82609
7	70422	74276	81513	86684
8	73358	77526	85241	90744
9	76310	80781	88940	94795
10	79245	84025	92666	98868
11	82509	87581	96289	102990

L6.03 Long Term Occasional Agreement Teachers

- (a) A Long Term Occasional Agreement Teacher shall be placed on the above salary schedule, based on recognition of the Long Term Occasional Agreement Teacher's teaching experience and category placement in accordance with Paragraphs L6.05, L6.06 and L6.07 of this Agreement. Where consecutive days of supply teaching immediately precede a Long Term Occasional Agreement for the same teaching assignment, payment on the salary grid shall be retroactive to the first day of the supply teaching. The Long Term Occasional Agreement Teacher shall continue to be paid as set out herein until the expiration of the assignment.
- (b) In the event that the assignment of the Long Term Occasional Agreement Teacher is to be terminated prior to the originally scheduled termination date, the Long Term Occasional Agreement Teacher will be given five (5) teaching days' notice or five (5) days' pay in lieu of notice. This shall apply only if the termination occurs for the reasons other than misconduct, disobedience or neglect of duty on the part of the Long Term Occasional Agreement Teacher.

In the event that the Long Term Occasional Agreement Teacher wishes to resign from their Long Term Occasional Agreement, a minimum of five (5) teaching days written notice is required.

Nothing herein prevents a teacher and the Board from mutually agreeing to the teacher's resignation at any time.

L6.04 The parties agree that the wage rates specified herein include vacation and holiday pay.

L6.05 Recognized teaching experience shall include one-tenth (1/10) of a year for each twenty (20) full-time equivalent days of teaching or full school month of teaching (whichever is greater), in an Extended Occasional or Long Term Occasional Agreement assignment. One-tenth (1/10) of a year of teaching experience will be granted for a remainder of ten (10) or more days after division into twenty (20) day blocks.

L6.06 Other Teaching Experience

(a) Teaching experience in a University or Community College shall be recognized under L6.05, where the teacher had a degree and/or was deemed qualified by the institution.

(b) Teaching experience other than that stipulated in L6.05 or L6.06 (a) may be recognized for placement on the "Basic Salary Schedule" at the discretion of the Director or designate.

L6.07 **Recognition of Related Trade and/or Related Professional Experience**

Recognition of teaching experience or related trade or related professional experience (in excess of requirements for basic teaching certification) on the "Basic Salary Schedule" shall be at the sole discretion of the Superintendent of Education – Human Resource Services or designate. The onus shall be on the teacher to produce satisfactory evidence of teaching experience or related trade or related professional experience, and to provide signed authorization for the Superintendent to contact the employer(s) by telephone or letter to discuss/verify that work experience.

Guidelines for Placing Related Trade and/or Related Professional Work Experience as Teaching Experience on the Basic Salary Schedule

(a) Teachers with related work experience in a trade and/or profession shall be placed on the grid with each year of such experience being equal to one-half year secondary school teaching experience.

(b) Six (6) months to twelve (12) months of related work experience shall count as one (1) year of related experience for allowance purposes.

(c) Less than six (6) months of related work experience shall not count toward this allowance.

(d) Part-time related work experience in a trade and/or profession where the part-time work schedule was equivalent to a 0.5 FTE position or greater

shall be treated as equivalent to one-half of the full-time equivalent work experience [i.e., twelve (12) months of 0.5 FTE or better = six (6) months work experience; twelve (12) months in a less than 0.5 FTE position = 0 work experience, etc.].

- (e) If application with supporting evidence of experience which is work related to a subject(s) being taught is submitted to the Superintendent of Education – Human Resource Services or designate at the earliest opportunity, but not later than May 31 of the school year, the Board will adjust the teacher's salary, as of September 1 of that school year.
- (f) The total allowance granted under this section shall not exceed six (6) years of secondary school teaching experience.

L6.08 Category definitions for the purpose of the Agreement shall be those in the current Certification Plan of the Ontario Secondary School Teachers' Federation, provided they are funded by the Provincial Government.

L6.09 The grid salary for an Extended Occasional or Long Term Occasional Agreement Teacher shall be determined for a school year on the Extended Occasional or Occasional Agreement Teacher's qualifications as of September 1 of that school year.

The Board will adjust the salary of an Extended Occasional or Long Term Occasional Agreement Teacher as of September 1 in any year provided that:

- (a) the requirements for placement in a higher salary group are completed before the beginning of school; and
- (b) an application with supporting evidence is submitted to the Superintendent of Education – Human Resource Services or designate at the earliest opportunity, but not later than the last teaching day in December of that year.

The Board will adjust the salary of an Extended Occasional or Long Term Occasional Agreement Teacher as of February 1 in any year provided that:

- (c) the requirements for placement in a higher salary group are completed before January 31 of that year; and
- (d) an application with supporting evidence is submitted to the Superintendent of Education – Human Resource Services or designate after the last teaching day in December of the previous year, but before May 31 of that year.

L6.10 Payment of Salary

Employees covered by the terms of this Agreement shall be paid by Direct Deposit, on a bi-weekly basis.

Commencing on a date to be determined before June 30 of each year, to apply commencing in September or October of that year, whichever is applicable, occasional teachers will continue to be paid every second Friday, based upon days worked up to the third preceding Friday. Where the scheduled pay date is a banking holiday, employees shall be paid on the day prior.

L6.11 If an Occasional Teacher is at work or arrives at work at a work location when that location is closed because of an emergency, that Occasional Teacher shall receive salary as though they had worked their assignment for that day only. In the case of an Occasional Teacher replacing an itinerant teacher, this only applies to the portion of the timetable at the affected location.

L6.12 In the event that an Occasional Teacher replaces an itinerant teacher whose work schedule encompasses two (2) or more work locations, the Occasional Teacher shall be paid for kilometrage at the standard Board rate in accordance with Board Policy and Procedure.

Article L7.00 – Union Dues and Levies

L7.01 On each pay date on which an occasional teacher receives a payment, the Board shall deduct from the Occasional Teacher's pay the regular Union Dues in accordance with the written direction of the Union, to be received by the Board at least thirty (30) days in advance of an anticipated change.

L7.02 The amount deducted in accordance with L7.01 above shall be remitted to the attention of the Treasurer of the O.S.S.T.F. at its Head Office, on the 15th day of each month following the month in which the deductions were made. The remittance shall be accompanied by a list identifying the teachers from whom deductions were made, their S.I.N.'s and the amount deducted (Subject to Freedom of Information or other legislative limitations).

L7.03 The Board agrees to deduct from each pay cheque of each occasional teacher a local levy, the amount of which will be communicated to the Board in writing by the President of the Bargaining Unit at least sixty (60) days in advance of an anticipated change, and no more frequently than once each school year. It is agreed that the amount to be deducted will be, for all occasional teachers, either an even number in an amount equally divisible by the number of teacher paydays in a school year or a percentage of the gross salary. The money deducted will be remitted monthly by the Board to the O.S.S.T.F. Durham District 13 office, accompanied by a list of teachers.

- L7.04 Any monies deducted under L7.01 and L7.03 above shall be reflected as a dues deduction on teachers' T4 slips.
- L7.05 The O.S.S.T.F. shall indemnify the Board and save it harmless from all costs, losses, suits, attachments, damages or any other form of liability that may accrue from claims against the Board arising from the deduction or remission of dues and levies, or from the provision of information upon which the Board and the Union may agree in accordance with the foregoing. It is further agreed that the Board is not responsible in any way for reconciling amounts due or deducted but, upon request by the Union, will correct the future deduction status for a teacher.
- L7.06 Where an employee does not have sufficient wages in any pay period to permit deductions under this Article, the Board shall not be obligated to make such deductions from subsequent salary in respect of the earlier pay period.

Article L8.00 – Benefits

- L8.01 (a) An Occasional Teacher who worked at least ninety (90) full-time equivalent days as an Occasional Teacher in the secondary panel for the Board in the prior school year shall, subject to Part A, be eligible to enroll and participate in the Benefits for Daily Occasional Teachers as per Part A.
- (b) An eligible Teacher who elects to participate in the benefits program shall be a participant in the program from September 1 to the following August 31 providing that the eligible Occasional Teacher:
- (i) remains on the Board's Occasional Teachers List; and
 - (ii) remains available for work as an Occasional Teacher, except as may be otherwise permitted by the Board.
- L8.02 Where a Teacher in a Long Term Occasional assignment becomes eligible for benefits under the ELHT, the Board will notify the benefit provider accordingly.

Article L9.00 – Working Conditions

- L9.01 Where the Supply Occasional Teacher is qualified in accordance with the schedule of the absent teacher, every effort will be made to inform this teacher at the end of the school day whether or not they are required for the same teaching assignment the following day in the same school.
- L9.02 The Board will provide a package which will serve as an operational tool for supply occasional teachers. The package should contain the following:

- 1) a current class list for each class assigned, plus student photos;
- 2) a copy of the absent teachers' assigned timetable;
- 3) a copy of the absent teachers' on-call notification;
- 4) a map of the school;
- 5) instructions on how to contact the main office;
- 6) attendance procedure;
- 7) a summary outlining the expectations regarding the school discipline code and other pertinent policies, rules and practices;
- 8) a list of Positions of Responsibility within the school;
- 9) details of the work assignment for each class, if available;
- 10) the bell schedule for the school;
- 11) a current weekly memo, when available, listing special events planned for the school;
- 12) wherever possible, teachers will be advised of the existence of behaviour safety plans relevant to their assignment;
- 13) keys to assigned rooms, work space and teacher washrooms;
- 14) supervision schedules relevant to their assignment;
- 15) the location of the Emergency Response folder; and
- 16) such other items as may be determined by the Board in consultation with the Union via committee.

- L9.03 (a) A supply occasional teacher will be given the timetable of the teacher being replaced, including the number of classes, on-calls and other duties, except in emergency circumstances at the discretion of the principal.
- (b) Where a morning and an afternoon assignment originating from different teachers being replaced are available at one school on the same day, every reasonable effort shall be made to provide one occasional teacher with both of the assignments.
- (c) No assignment shall be made which will result in an Occasional Teacher working any combination of Long-Term Occasional and/or Extended Occasional assignments which results in a workload of four classes in any day. Should such an assignment arise, the Occasional Teacher will select one of the two assignments and the second assignment will be filled by another applicant to the original posting or it will be re-posted to the system.
- (d) On a parent interview day, an Occasional Teacher may be assigned a compressed timetable for the teacher they are replacing. Where such compressed timetable is assigned, the Occasional teachers' assignment shall be scheduled for a full day with additional duties consistent with their role assigned by the Principal for the remainder of the day.

- L9.04 The Board may employ a supply occasional teacher for an assignment other than the replacement of an absent teacher in the situations outlined below. All

assignments will be for a half day (morning or afternoon) or a full day and shall be paid accordingly. In such cases the occasional teacher will be advised in advance of the nature of the assignment. Any refusal by the teacher for such assignment will not count for purposes of Article L15.03.

- (i) Study Hall/On Call coverage assignments shall be limited to a maximum of three (3) full periods or six (6) half periods, with a 40 minute uninterrupted lunch, in a full day assignment. In the case of Study Hall/On Call coverage the understood workload and class size provisions in the TBU contract will apply. No teacher will be called for a half day of study hall/on call coverage at a school where another teacher is called in for the same type of assignment in the other half of that day, without approval of the Superintendent of Education – Human Resource Services or designate with notification to the Union.
 - (ii) In the case of EQAO, OSSLT (or equivalent) testing, the occasional teacher will be assigned work that includes a 40 minute uninterrupted lunch and the equivalent of two 20 minute breaks.
- L9.05
- (a) For the sole purpose of calculating consecutive days of employment for Extended Occasional Teachers and Long Term Occasional Agreement Teachers, employment shall not be regarded as interrupted as a result of unpaid leave of absence for emergency school closure or for absence without pay for recognized religious holidays or for leaves in Articles L12.01, L12.02 and L12.03.
 - (b) Should the teacher being replaced return for a period of five (5) days or less, and then become unavailable for the same or a related reason, and the same Occasional Teacher resumes the position, the assignment will be deemed to be unbroken.
 - (c) Should a teacher being replaced return to work on a part-time basis, and the Occasional Teacher is not provided with an opportunity to continue working in the remainder of the assignment, the Principal will provide the Occasional Teacher with written reasons for that decision.
 - (d) Where a gradual return to work is put in place, the Occasional teacher shall remain on grid pay and continue to accrue experience credit for the days worked for the duration of the Return to Work plan.
- L9.06
- After an Extended Occasional Teacher has taught thirty (30) consecutive instructional days in one assignment, and upon request via email, the Occasional Teacher shall be given a written verification reflecting the assignment as a Long Term Occasional assignment back-dated to the first day of the assignment.

The written verification shall include the start and end dates of the assignment, and the name of the school, placement on the salary grid, and the grade levels and titles of the courses taught. The Occasional Teacher shall receive the written verification within two (2) weeks of the date of the request.

- L9.07 The Board shall provide each Occasional Teacher working a 1.0 instructional day with a lunch break of forty (40) consecutive minutes free of scheduled supervision.
- L9.08 When an Occasional Teacher is assigned two (2) half day assignments at different schools, the Principal shall not assign that Occasional Teacher to lunch time duties at either school.
- L9.09 Teachers in Extended and Long Term assignments are required to attend scheduled staff meetings at the location to which they are assigned except as provided in L11.00 and L12.00.

Article L10.00 – Grievance and Arbitration Procedure

- L10.01 The parties agree to resolve all grievances in the manner and by way of the procedure hereinafter set out. The parties recognize that grievances which may arise should be resolved as expeditiously as possible, and, accordingly, have set out mandatory time limits for grievance and arbitration proceedings which must be observed. Failure of the grieving party to proceed within the time stipulated shall be deemed a withdrawal or settlement of the grievance.
- L10.02 Any time limits fixed herein for the taking of any action in connection with a specified written grievance may be extended by written mutual agreement of the Superintendent of Education – Human Resource Services or designate and the President of the Bargaining Unit.
- L10.03 Within the terms of this Agreement, a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Agreement.
- L10.04 Step 1
An Occasional Teacher or a group of Occasional Teachers shall, prior to filing a grievance as hereinafter provided, attempt by informal discussion with the principal or immediate supervisor, to resolve any matter which could be the subject of a grievance prior to filing a written grievance hereunder. In this discussion the Occasional Teacher or group of Occasional Teachers may be accompanied by a representative of the Union. This discussion must take place no later than ten (10) consecutive school days following the day the cause of the grievance became known or reasonably ought to have been known to the Occasional Teacher or Teachers. The principal's or immediate supervisor's response must be made no later than two (2) regular school days following the discussion.

A grievance relating to the discharge of an Occasional Teacher may be filed at Step 2 with the agreement of the Union.

L10.05 Step 2

Should the Occasional Teacher or Teachers be dissatisfied with the answer received at Step 1, or should the principal or immediate supervisor fail to submit the answer within the time stipulated, a recognized officer of the bargaining unit may submit a grievance in writing to the Superintendent of Education – Human Resource Services stating the facts upon which the grievance is based and a notation of the paragraphs of the Agreement claimed to have been violated. It shall be submitted no later than ten (10) regular school days following the receipt of the answer by the Teacher at Step 1 and, in any event, no later than twenty-three (23) regular school days following the date on which the facts giving rise to the grievance arose.

The Superintendent of Education – Human Resource Services or designate shall convene a meeting between the Board and the Union no later than ten (10) regular school days following the receipt of the grievance. The Superintendent of Education – Human Resource Services or designate shall answer the grievance in writing and submit such answer to the President of the Bargaining Unit no later than ten (10) regular school days from the date of the meeting.

L10.06 Policy Grievances

The Board or the Union may initiate a policy grievance at Step 2 of the grievance procedure within twenty (20) regular school days of the incident or circumstances giving rise to the grievance. The parties shall meet within ten (10) regular school days of receipt of the grievance and a written reply shall be provided by the party who has received the grievance within ten (10) regular school days of the meeting.

L10.07 Arbitration

Should the grievance be unresolved following receipt of the answer in Step 2, or should such answer not be given within the required time, either the Union or the Board may submit the grievance to arbitration. No grievance may be submitted to arbitration which has not been processed through the grievance procedure as required by this article.

- L10.08 (a) The party desiring to proceed to arbitration shall notify the other party of such intent no later than seven (7) regular school days following receipt of the answer at Step 2, or from the expiry of the time for giving such answer.
- (b) Within seven (7) regular school days of receipt of the notification referring the grievance to arbitration, the Bargaining Unit President (or designate)

and the Superintendent of Education – Human Resource Services (or designate) shall meet to appoint an arbitrator to hear and decide the grievance.

- (c) If the parties are unable to agree upon an arbitrator, either party may ask the Ontario Ministry of Labour to appoint a single arbitrator.

L10.09 The arbitrator shall not be authorized to alter, modify, amend or add to this Agreement in any way, or to reach a decision inconsistent with its term or any of its provisions.

L10.10 No person may act as an arbitrator if that person has been involved in any attempt to negotiate or settle the grievance, unless both parties have consented.

L10.11 Each of the parties, being the Board and the Union, shall share equally the fees and expenses of the arbitrator.

L10.12 The decision of the arbitrator shall be final and binding upon the parties to this Agreement, and upon any teacher(s) affected by it.

L10.13 Every effort shall be made to schedule all meetings in the course of the grievance procedure, other than arbitration hearings, at a mutually acceptable time.

L10.14 If, prior to the Board's learning of the date scheduled for an arbitration hearing, the Board has assigned to teach on the day scheduled for the arbitration hearing an Occasional Teacher who is required to be absent from work in the handling of a grievance initiated under this Collective Agreement, such an absence shall be considered as time worked. The Union shall reimburse the Board for replacement costs at the per diem rate provided for in Article L6.01.

L10.15 Notwithstanding the time limits provided in Step 1, Article L10.04, a grievance respecting remuneration must be filed by an Occasional Teacher no later than twenty-five (25) consecutive school days following the day the cause of the grievance became known or reasonably ought to have been known to the Occasional Teacher.

L10.16 (a) Each grievance referred to arbitration shall be heard by a sole arbitrator, except by agreement between the parties to jointly constitute a Board of Arbitration.

- (b) Where the parties agree to jointly constitute a Board of Arbitration rather than a single arbitrator, the referral to arbitration {see L10.08 (a)} shall contain the name of the referring party's nominee to the Board of

Arbitration. Within ten (10) days of such notification, the responding party shall advise the other party of its nominee to the Board of Arbitration.

- (c) The two nominees shall within fifteen (15) days of the appointment of the second of them or at some time mutually agreed upon, appoint a third person who shall be the Chairperson. If the nominees are unable to agree upon a Chairperson, the appointment will be made by the Minister of Labour for Ontario upon the request of either party.
- (d) The provisions of Article 10 related to a single arbitrator shall similarly apply to a Board of Arbitration, except that each party shall be responsible for the fees and expenses of its respective nominee.

Article L11.00 – Sick Leave

L11.01 Long Term Occasional Agreement Teachers and Extended Occasional Teachers shall be entitled to Sick Leave in accordance with C9.00.

L11.02 Where the absence of the Teacher, as outlined in C9.00, exceeds the number of sick leave days allocated to the teacher, their agreement and assignment shall terminate. The Board may elect to reinstate the teacher subject to their ability to complete the assignment and the circumstances concerning the assignment. In such cases the absence of the teacher beyond the period covered by allocated sick leave shall be without pay.

L11.03 An Extended Occasional or Long Term Occasional Agreement Teacher's absence for illness or injury for a period:

- (a) of three (3) consecutive school days or less may require certification by a licensed medical practitioner.
- (b) of over three (3) consecutive school days shall require certification by a licensed medical practitioner.

L11.04 The Superintendent of Education – Human Resource Services may at any time require an Occasional Teacher to submit for an examination by such medical practitioner appointed by the Board at the Board's expense, provided that the Occasional Teacher may choose a medical practitioner to be present at the examination. Upon request, an Occasional Teacher should be given a copy of the certificate submitted in accordance with the above.

L11.05 Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

This Article shall only apply to Extended Occasional and Long Term Occasional Agreement Teachers.

In cases where the absence is due to an accident compensable under the Workplace Safety and Insurance Act, the period of the absence shall be covered by WSIB benefits topped-up to full salary by the Board without deduction from sick leave for a maximum of four years and six months.

If, as a result of an accident, an employee received benefits under the Workplace Safety and Insurance Act, 1997 in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.

Article L12.00 – Miscellaneous Leaves

This Article shall only apply to Extended Occasional and Long Term Occasional Agreement Teachers.

L12.01 Bereavement Leave

Bereavement Leave shall be granted to Extended Occasional and Long Term Occasional Agreement Teachers without loss of salary for up to five (5) days at the time of the death of a member of the teacher's immediate family in order for the teacher to make arrangements for and to attend the funeral. "Immediate family" shall include only the following: a parent, spouse, child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild and including any person who stood in loco parentis to the teacher or a person to whom the teacher stood in loco parentis. These five days will normally be taken consecutively, except in the case of subsequent memorial services.

L12.02 Court Appearances

An Extended Occasional or Long Term Occasional Agreement Teacher who is absent by reason of a summons to serve as a juror or a Crown witness in any court to which the Teacher has been summoned in any proceedings to which the Teacher is not a party or one of the persons charged shall be paid the applicable earnings under L6.02 or L6.03 during the period of such absence but not beyond the end of the assignment, provided that the Teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness.

L12.03 Quarantine

Absence, with pay will be allowed, not beyond the end of the assignment, where it is occasioned through quarantine by a Medical Officer of Health, although the teacher is not ill.

L12.04 A Long Term Occasional Agreement or Extended Occasional Teacher who applies in writing to the Superintendent of Education – Human Resource Services or designate at least two (2) weeks in advance of the applicable date, may be absent without pay for the purpose of attending their graduation from a recognized post-secondary educational institution. Such absence will not be considered a break in service and shall not exceed one (1) day in a school year.

L12.05 Leave Without Pay

An Occasional Teacher who has been employed by the Board for at least one school year and has successfully completed the probationary period may request a leave of absence without pay for a period up to six months.

Requests for leaves must be made in writing to the Superintendent of Education – Human Resource Services or designate and must include the start date and duration of the proposed leave as well as the reason for its request. If requested, an extension to any such leave approved pursuant to this section may be granted in exceptional circumstances by the Superintendent of Education – Human Resource Services or designate but may not extend beyond one school year.

An Occasional Teacher shall not be granted a long term leave of absence in two consecutive school years, unless otherwise authorized by the Superintendent of Education – Human Resource Services or designate.

An Occasional Teacher shall be returned to active status on the supply list on completion of the leave, provided they remain in good standing with the Ontario College of Teachers and meet the Board's requirements to provide an Offence Declaration or satisfactory Criminal Background Check.

L12.06 An Occasional Teacher who is pregnant or who adopts a child may request in writing, a leave of absence without pay for pregnancy and/or parental leave in accordance with the Employment Standards Act.. One (1) further year of leave may be granted if requested in writing, as long as the Occasional Teacher produces proof of good standing with the Ontario College of Teachers prior to returning to active status on the Occasional Teacher List.

Pregnancy Leave Benefits

- (a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference

between the gross amount the teacher receives from E.I. and her regular gross pay.

- (b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- (c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- (d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- (e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- (f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- (g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- (h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- (i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- (j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- (k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- (l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STDLP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

- (m) Effective January 1, 2021 and in accordance with the Ministry of Education's B-Memo 2018:B05, the parties agree as follows:

Where an employee who is eligible for the Pregnancy SEB Plan, identified under Part A and Article L12.05, the Board will issue the following top-up payments subject to receiving the appropriate supporting documentation:

Week 1	100% top up for the one week waiting period. Where a waiting period is not served, the Member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.
Week 2-8	The Member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.
Week 9-10	After the 8 weeks of top-up, the board will pay the equivalent of one (1) week of the member's EI amount split up over the following two weeks to ensure that the member does not earn over 100% of their regular gross pay in any given week.

L12.07 The Board agrees to grant leave of absence to any Occasional Teacher provided that they:

- (a) are requested by O.S.S.T.F. Provincial Office to carry out Federation business; or
- (b) hold elected office with the Provincial O.S.S.T.F.; or
- (c) hold Municipal, Provincial or Federal Office, for up to one term.

Such a leave shall be without pay.

Article L13.00 – Professional Activity/Development Days

L13.01 An Extended Occasional or Long Term Occasional Agreement Teacher who is scheduled to work when there is a Professional Activity/Development Day will be paid for the day and will be required to participate in the scheduled professional activities.

L13.02 (a) An Occasional Teacher who does not qualify under L13.01 may attend, without pay, scheduled in-school Professional Activity/Development Days subject to the approval of the appropriate principal.

- (b) Subject to available space and approval of the Superintendent of Education – Human Resource Services or designate, an Occasional Teacher who does not qualify under L13.01 may attend, without pay, system Professional Activities. Requests will not be unreasonably denied.

L13.03 A Long Term Occasional Agreement or Extended Occasional Teacher whose assignment covers the days at the end of the school year immediately prior to the Professional Activity Day(s) shall have the Professional Activity Day(s) included in their assignment, and shall be required to participate in all professional duties and activities. The Professional Activity Day(s) shall not apply toward the calculation for grid placement pursuant to Articles L4.00 and L6.02.

Article L14.00 – Call-Out Errors

- L14.01 The parties agree to meet regularly, at least once per year, to review the design and operation of the automated dispatch system.
- L14.02 An Occasional Teacher will establish in conjunction with the Board a profile identifying the day(s), or portion thereof; school(s) or geographic area(s); and subject area(s)/qualification(s); for which they will be available to work.
- L14.03 The Board shall endeavour to match the qualifications of the Occasional Teacher with the qualifications pertaining to the timetable of the absent teacher.
- L14.04 A Supply Occasional Teacher who reports for a half-day assignment as a result of a call-out error on the part of the Board shall be given employment for one-half day and be paid for a half day's pay for such employment.
- L14.05 A Supply Occasional Teacher who reports for a full day assignment as a result of a call-out error on the part of the Board shall be given employment for a full day and be paid for a full day's pay for such employment.

Article L15.00 – Occasional Teacher List

- L15.01 An Occasional Teacher shall notify the Superintendent of Education – Human Resource Services or designate, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- L15.02 (a) On or about September 30, the Board will provide the President of the Bargaining Unit with the following information regarding all Occasional Teachers on the Board's Occasional Teacher List: names, addresses, telephone numbers. This information will be forwarded to the President of the Bargaining Unit on or about January 31st and April 15th. (Subject to Freedom of Information or other legislative limitations.)

- (b) The number of occasional teaching days worked in that pay period, and the cumulative total for that school year, will be reported to individual Occasional Teachers on each pay stub. A record of the number of days worked and salary earned for each Occasional Teacher will be reported monthly to the President of the Bargaining Unit.
- (c) The Superintendent of Education – Human Resource Services or designate shall provide the President of the Bargaining Unit with a list of the names of all of the occasional teachers added to or deleted from the September 30th Occasional Teacher List on or about January 31st and April 15th.

- L15.03 Teachers who wish to continue to teach on an occasional basis from one school year to the next must notify the Board by June 30 on a renewal form provided by the Board affirming their intent to be available for an occasional teaching assignment.
- L15.04 The Board agrees to review the composition of the Occasional Teacher List to ensure that this list contains only names of Teachers seeking assignments. The name of each Occasional Teacher who does not return the form referred to in L15.04 or who has not taught a minimum of five (5) days in the previous school year will be removed from the Occasional Teacher List.
- L15.05 To be eligible for inclusion on the Secondary Occasional Teacher List, an Occasional Teacher shall hold and maintain a valid and current Certificate of Qualification and membership in the College of Teachers of Ontario as a condition of continued employment. This shall not preclude the employment of persons who do not hold the required certification and qualifications in circumstances permitted under the Education Act. These individuals will be listed separately from certified occasional teachers on the Secondary Occasional Teacher List. The Board will provide the list of uncertified teachers to the Union as updates occur.
- L15.06 Notwithstanding paragraph L9.01 and the right of school administration to request a specific certified supply occasional teacher for an assignment, supply occasional work will be offered equitably by rotation through the Occasional Teacher List.
- L15.07 Uncertified persons may only be booked through central dispatch when certified occasional teachers are not available for a particular assignment. Approval to use an uncertified person must be received from the Superintendent of Education – Human Resource Services or designate.

Article L16.00 – Evaluation

- L16.01 An Occasional Teacher will receive a copy of any written documentation about their performance and will have the opportunity to sign as having read it and is entitled to make comments, if they desire. Such documentation and comments will be retained as part of the Occasional Teacher's file. The Principal shall make reasonable attempts to provide the documentation to the teacher within twenty (20) regular school days.
- L16.02 Corrections and amendments agreed to by both parties shall be made in writing and included in the employee's file. Copies of the changes shall be sent to all parties who received copies of the original.
- L16.03 (a) An employee in the bargaining unit, or federation designate upon provision of written authorization to the Board by the Occasional Teacher, shall have access to their personnel records at reasonable times and during regular Board hours by appointment and with a minimum of 24 hours advance notice to the Superintendent of Education – Human Resource Services or designate, and shall, upon request, be provided with copies of material contained in such records, which shall be corrected if the employee can demonstrate to the Board's satisfaction that the records are inaccurate.
- (b) With written notice to the Superintendent of Education – Human Resource Services, a member may authorize, the President of the Bargaining Unit or District to act on their behalf to access the member's personnel file. The Board shall provide such access, as well as copies of materials therein authorized and requested.

Article L17.00 – General Provisions

- L17.01 Each Occasional Teacher covered by the Collective Agreement shall have access to the Agreement via the Board's Staff Portal.

Article L18.00 – Health and Safety

L18.01 Return to Work/Accommodation

The Board, the Federation, and the member shall develop cooperatively a modified return to work and/or accommodation program. The Member will have Union representation at any meeting where a return to work /accommodation program is being discussed.

Dated at Whitby, Ontario this 27th day of January, 2021.

For the Board:

For the Federation:

Sheepwash

April Burns

GC

mara zalcmanis

Roppins

~~Stam~~ Slag

Arlene Walkes

MacDonald

Melraunford Eade

Letter of Intent #1

This is to confirm that it is the intent of the parties to establish a committee to review the information package provided in Article L9.02 and to have discussions with regards to the inclusion of additional items such as the following:

- Additional copies of class lists
- Copies of the absent teachers' timetable
- Keys to assigned rooms and teacher washrooms
- Instructions on how to contact the office
- School policies, rules and practices

Letter of Intent #2

The parties agree to establish a committee to review the availability of Occasional Teachers, composition of Occasional Teacher Roster and reasonable access to work. The work of this committee will be considered in the next round of negotiations or implemented through a mid-term agreement.

Letter of Understanding #1

Where available Occasional Teachers assignments are not filled via rotational call-out attempts in a timely manner, on the day that such assignments are scheduled to occur, the Board may activate features of Smart Find Express which would allow Occasional Teachers the ability to select and fill those assignments.

The parties agree that the application of this Letter of Understanding is conditional on the Board using Smart Find Express as its dispatcher software.

Letter of Understanding #2

On a parent interview day, an Occasional Teacher may be assigned a compressed timetable for the teacher they are replacing. Where such compressed timetable is assigned, the Occasional Teacher's assignment shall be scheduled for a full day with additional duties assigned by the Principal for the remainder of the day. Any refusal by the teacher of such assignment will not be considered for purposes of Article L15.03.

Letter of Understanding #3

Re: the Roster of Occasional Teachers and Automated Dispatch System

During the term of the 2014-2017 Collective Agreement, the Parties agree to establish a bilateral Committee composed of an equal number of members of the Occasional Teachers' Bargaining Unit and/or District Representatives and the Board to examine issues and make recommendations related to the operation of the Roster of Occasional Teacher and the Automated Dispatch System. The Committee shall have the ability to generate joint recommendations regarding such issues. Joint recommendations may be implemented by the adoption of a practice or new Board procedure and/or via mutually agreed-to amendments to the Collective Agreement. Any such joint recommendation may take place during the currency of the aforementioned Collective Agreement. The parties shall make best efforts to complete the work of the Committee by June 30, 2016.

The Board shall provide to the committee the data listed below:

- Name
- Assignment Accepted
- Declined
- Hangup
- Answering Machine
- Busy
- No Answer
- Ringback
- Intercept
- Web Accept
- Assigned
- Pre-arranged (Principal request)
- By substitute (Cancellation instigated by the Occasional Teacher)
- Other
- Last called
- Last worked

Should the Federation request further data, the Board will determine if the request can be reasonably met. If the Board determines that the data requested will be too costly to capture and report, the parties can agree to share costs; the request can be withdrawn; or, the work of the committee may cease.

The Committee shall consider, among other things, the extent of the data to be provided by the Board to the Federation on an ongoing basis following the completion of the Committee's work.

Once the Committee has completed its work, future discussions regarding such issues shall normally occur at JERC, unless the parties agree otherwise.

COLLECTIVE AGREEMENT

BETWEEN

THE DURHAM DISTRICT SCHOOL BOARD

-AND-

**THE ONTARIO SECONDARY SCHOOL TEACHERS'
FEDERATION, DISTRICT 13**



SEPTEMBER 1, 2019 – AUGUST 31, 2022

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or

- ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.

- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.

- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional	
Please check one:	
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.	
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3	
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.	
First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____

Date of Assessment: dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.
--

PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately:			Have you discussed return to work with your patient?	
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days			<input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable):			Start Date: dd mm yyyy	
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours				
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print) _____
Date: _____
Telephone Number: _____
Fax Number: _____
Signature: _____

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to

accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**LETTER OF AGREEMENT #5
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate

- used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
 - IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
 - V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
 - VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

**LETTER OF AGREEMENT #12
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.

- c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent

positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all

data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of

the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.

- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.

- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph l). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

**PART B – LOCAL TERMS AND CONDITIONS
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Article L1.00 – Purpose

- L1.01 It is the purpose of the parties to set forth the Agreement which has been reached between the Board and the O.S.S.T.F. as to the basis of remuneration and certain of the conditions of employment for those teachers defined in Article L3.00.

Article L2.00 – Local Agreement

- L2.01 This Local Agreement shall supersede all previous Local Agreements and shall continue in effect with all clauses, provisions and effects unchanged until such time as this Local Agreement is itself superseded by a new Local Agreement, or is amended by the written agreement of the parties, or is terminated, in accordance with the Labour Relations Act and/or the School Boards Collective Bargaining Act.
- L2.02 In view of the orderly steps provided by this Agreement for the resolution of grievances, and in accordance with the Labour Relations Act, there shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement.

Article L3.00 – Recognition

- L3.01 The Board recognizes the O.S.S.T.F. as the exclusive bargaining agent for all secondary school teachers, not including occasional teachers, employed by the Board as teachers, as defined in the Education Act. For purposes of clarification, a teacher who is seconded to the Central Office shall be considered to be a “teacher” for purposes of this Agreement.
- L3.02 Each Party recognizes the right of the other Party to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation of this Collective Agreement.
- L3.03 Notwithstanding the foregoing, the parties agree that only the terms and conditions of employment listed in paragraph L10.06 of this Local Agreement and applicable Central Terms shall apply to teachers in the Adult Day School, Continuing Education and Home Instruction systems with appropriate changes and modifications as required.
- L3.04 **Probationary Period**
A teacher who is newly hired shall be a probationary employee until he or she has actively worked for a period of one (1) year [i.e. 10 full months of teaching] from date of hire. During the probationary period a teacher’s performance shall be monitored and evaluated in accordance with Board policy. If the Board or its designate determines that the probationary teacher

is not suitable or should not be recommended for continued employment, the teacher shall be so notified in writing, with a copy to the Teachers' Bargaining Unit President of O.S.S.T.F. District 13, at least thirty (30) days prior to the termination of employment or the expiration of the probationary period, whichever occurs first.

L3.05 Teacher Pending Certification

A teacher who is hired to fill a permanent teaching vacancy, who is eligible and has applied for membership in the Ontario College of Teachers and is awaiting acceptance, may be hired to fill such vacancy as "a teacher pending certification", unless such is expressly prohibited by the Ontario College of Teachers, and the following shall apply:

- (a) Prior to the first day worked in the position, a teacher who is pending certification shall provide the Board with documented verification that he or she has graduated from an approved teacher training program and has applied to the Ontario College of Teachers for certification as a teacher under the Education Act. A failure to provide the required verification shall result in immediate termination of the teacher's employment, and the position shall be immediately re-posted.
- (b) A teacher pending certification must have applied for, received and produced to the Board certification with the Ontario College of Teachers by no later than 90 days from the date of hire. The deadline may be extended by mutual agreement in unusual circumstances.
- (c) A teacher pending certification shall have the following entitlements from date of original hire:
 - Benefits, pursuant to Articles L8.00 and C7.00 of the collective agreement;
 - Credit toward his or her probationary period pursuant to paragraph L3.04 of the collective agreement;
 - Sick leave entitlement and top-up credit pursuant to L11.00 and C9.00 of the collective agreement;
 - Deduction and remittance of union dues and levies under Article L16.00; and
 - Pregnancy/Parental leave pursuant to L14.00 of the collective agreement.
- (d) If a teacher pending certification is subsequently granted certification with the Ontario College of Teachers as a teacher as defined under the Education Act, he or she shall have the following entitlements under the collective agreement, to be retroactive to the original date of hire as a teacher pending certification:

- Seniority credit for purposes of Article L4.00;
 - Experience credit for all purposes under Article L6.00, including access to retroactive pay adjustments for qualifications upgrading
- (e) For clarification, a teacher pending certification shall not be eligible for and will not receive the following entitlements:
- Membership in the Ontario Teachers' Pension Plan;
 - Deduction and remittance of Ontario College of Teachers fees except as required by law.
- (f) If a teacher pending certification is denied certification and does not re-apply, or if certification is not granted and produced to the Board as required pursuant to paragraph (b), the teacher's permanent employment as a teacher pending certification shall be terminated, and all entitlements under this collective agreement, including but not limited to benefits, experience and seniority credit, sick leave and probationary period credit, shall cease. Subject to Article L4.00, written verification shall be provided to the Teachers' Bargaining Unit President and the position shall immediately be re-posted.
- (g) It is understood and agreed that it is at all times the teacher's responsibility to notify the Board of any decision of the Ontario College of Teachers or of all changes in status prior to the expiration of the applicable dates, as set out in paragraph (b) above.

L3.06 Where the Board hires a teacher on a Letter of Permission, it will advise the Teachers' Bargaining Unit President of that fact in writing. Where that occurs, and upon written request, the Board shall provide the rationale for hiring the teacher on a Letter of Permission.

L3.07 Criminal Background Checks and Offense Declarations

The Board will collect criminal background checks on its employees in accordance with its policy and procedure as approved on April 18, 2005, and as may be further amended from time to time, in consultation with employee groups.

The Board shall ensure that all records and information (including Offence Declarations and CPIC records) obtained pursuant to the Education Act and Regulations are stored in a secure location and in a confidential manner.

Any disciplinary action related to the criminal background check or the Offence Declaration required by regulation may be the subject of a grievance.

Where the Superintendent of Education – Human Resource Services or designate wishes to meet with a member of the Bargaining Unit to discuss a criminal conviction or pattern of behaviour which poses a potential unacceptable risk, the member will be advised of his/her rights to have a Union representative at the meeting. The Superintendent of Education – Human Resource Services or designate shall contact the President of the Bargaining Unit regarding such a meeting.

L3.08 The Union and its members recognize the exclusive right of the Board and its administration to manage the school system in the interests of the students and the community. The Board agrees to exercise its management rights with respect to members of this bargaining unit in accordance with the applicable Acts and Regulations of Ontario.

L3.09 The Board recognizes the Union as exclusive bargaining agent on behalf of its members covered by this Agreement in all matters relating to the negotiation, interpretation and administration of this Agreement.

L3.10 Category definitions for the purpose of this Agreement shall be those in the current Certification Plan of the Ontario Secondary School Teachers' Federation or Qualifications Evaluation Council of Ontario Program, provided they are funded by the Provincial Government.

L3.11 Joint Employee Relations Committee

The parties agree to participate in a joint employee relations committee to discuss Board policies, procedures and regulations which deal directly with teachers.

The Committee will consist of a member of the executive of the bargaining unit, another teacher selected by the bargaining unit, the Associate Director - Equitable Education and the Superintendent of Education - Human Resource Services. Subject to any agreement to the contrary, discussions shall not include matters that are under negotiation or matters that are the subject of an active grievance. Discussion of any subject at the Joint Employee Relations Committee shall not preclude the filing of a grievance.

The committee shall meet on a regular basis, normally monthly, or at the call of either Party. Consultation by way of this committee will take place before significant alterations are made to Board policies, procedures and regulations. With the approval of both parties, additional representatives may attend at meetings.

L3.12 Teacher Performance Appraisals

Teacher Performance Appraisals shall be conducted in accordance with the *Education Act*, and the Ministry of Education's most current *Teacher Performance Appraisal Technical Requirements Manual* and the Board's Teacher Performance Appraisals – A Support for Administrators and Teachers. The Board shall consult with the Union prior to making modifications to the Board's Teacher Performance Appraisals – A Support for Administrators and Teachers. Any improvement plan meeting will include the Bargaining Unit President.

L3.13 It is understood and agreed, subject to Service Canada rules, the daily hours of work for a full-time teacher, for E.I. Reporting purposes, shall be recognized as 8 hours.

L3.14 A Teacher shall have the right to OSSTF representation at any meeting which is a part of the Board's attendance support program.

Article L4.00 – Seniority, Surplus, and Job Postings

It is agreed by both parties that this process is completely and absolutely separate from competency evaluations and procedures.

L4.01 Definitions:

- (i) A Complement Vacancy is a complement position within the Board which exists or will exist for the ensuing school year and to which no teacher has been assigned.
- (ii) Displacement is the process by which a teacher declared surplus to a school may displace another teacher with less regional seniority except in a case when the continuation of academic program depends upon the qualifications of the person being displaced. Only a teacher declared surplus may displace another teacher.
- (iii) A Redundant Teacher is a teacher who has been identified as being in excess of the staffing requirements of the Board for the ensuing school year.
- (iv) The Review Committee, for purposes of this Seniority, Surplus, Transfer and Job Postings Process and for the school closure process outlined in Article L4.04, shall consist of the Associate Director - Equitable Education, one other superintendent (or designate) and a principal of The Durham District School Board and the Teachers' Bargaining Unit President, Chief Negotiator and Staffing Officer (or designate) of District 13, O.S.S.T.F.

This Committee shall have the right to review whether the process has been followed including the right, if necessary, to correct the principal's declaration of surplus staff. Any member of District 13, O.S.S.T.F. shall have the right to ask this committee to review any aspect of the transfer, surplus and redundancy process.

The Review Committee does not have the right to change the terms of this process. Decision of the Review Committee shall be by majority vote.

- (v) A Surplus Teacher is a teacher who has been identified as being surplus to a particular school staff for the ensuing school year. The Review Committee will take responsibility for placement of surplus teachers. Assignment recommendations shall be considered by the Review Committee in light of personal profiles of individual teachers prepared by O.S.S.T.F. The Review Committee shall confirm the assignment recommendations and may amend any assignment recommendation if a majority of the committee members agree to the amendment.
- (vi) Intervening Employment is defined as employment other than employment as an Occasional Teacher with the Durham District School Board or as an Occasional Teacher with any other District School Board.
- (vii) Regional Seniority shall mean and be established as follows:
 - (a) Seniority shall commence from the first day of work as a permanent teacher in the secondary panel, excluding unpaid leaves of more than a month or any arrangement where union dues are not deducted.
 - (b) Subject to the above, it is understood that at any school with a modified school year teachers will have their first day of work recognized as the equivalent ordinal (ex. First, second, third, etc.) first day of work in a regular school year calendar.
 - (c) Seniority shall include any and all time while a teacher is on sick leave, Long-Term Disability, pregnancy, parental, family medical/compassionate care, prepaid leaves and leaves with pay where Union dues are deducted.
 - (d) Teaching experience is defined in Article L6.00. Where a tie in seniority exists for the purposes of a declaration of surplus or redundancy, the seniority-ranking shall be determined by considering:

1. first day of work as a permanent teacher in the secondary panel;
THEN
2. total years of teaching experience with the Durham District School Board and its predecessor boards; THEN
3. total years of teaching experience in Ontario; THEN
4. total years of teaching experience in Canada; THEN
5. total years of experience, as recognized for placement on the salary schedule; THEN
6. by the preparation of a point grid.
Those teachers with the higher point rating will be deemed senior to those teachers with a lower point rating.

Point Grid:

OSSTF Certification or QECO Rating	
GROUP 4/A4	50 points
GROUP 3/A3	45 points
GROUP 2/A2	40 points
GROUP 1/A1	35 points

Extra Degrees (as defined in Article L6.00):

First Extra Degree	10 points
Second Extra Degree	5 points

THEN

by lot conducted jointly by the President of the Bargaining Unit and the Associate Director - Equitable Education (or designate).

- (e) A redundant teacher who is hired and accepts employment as a teacher in the elementary panel, shall have the right to return to the secondary panel during the internal postings process and to be subject to the provisions under L4.03 Surplus and Displacement Procedure, until June 30th. Such teachers regain seniority accrued before the transfer to the elementary panel after fulfilling a mandatory bridge period of one year.

Notwithstanding the above, where a teacher would have received greater seniority rights under article 4.01 vii) (a)-(l) of the 2008-2012 collective agreement, those provisions shall be deemed to apply.

L4.02 Initiation of Change:

1. *On the basis of Teacher Application:*

(a) Full-time Teachers

Full-time teachers seeking an alternative teaching assignment should apply directly to any principal who has a posted vacancy.

(b) Part-time Teachers and Eligible Article L10.00 Adult Day School Teachers

Part-time teachers and eligible Article L10.00 Adult Day School Teachers who want to be considered for full-time positions for the following school year must declare their interest in writing to the Associate Director - Equitable Education before the internal round of postings in order to be eligible to apply directly for full-time posted positions after all teachers who have been declared surplus have been placed, as outlined in L4.03 v) and w). An eligible Article L10.00 Adult Day School Teacher shall be defined as a teacher that has taught two (2) courses over at least one (1) term in the previous twelve (12) months.

(c) For any internal/external posting, where the internal applicants' Certificates of Qualification match a job posting, all such internal applicants will be interviewed before external applicants are interviewed. If a short list is created from among these internal applicants, then an internal applicant will be hired. The Union will be notified of the successful candidate and all the applicants.

(d) Upon acceptance of a new position the teacher must notify his/her principal of this fact as soon as possible.

2. *Initiated by a Superintendent; or by a Principal in consultation with a Superintendent; or by a teacher in consultation with the Bargaining Unit President.*

When, it would be in the teacher's professional interest to be transferred, the teacher may be interviewed by the Superintendent of Education/Area. The Associate Director - Equitable Education and Teachers' Bargaining Unit President will discuss reasons for the transfer and possible alternate assignments. Confirmation of the transfer to an alternate assignment, if one can be arranged, shall be given in writing by the Associate Director - Equitable Education to the President of the Bargaining Unit and the Teacher.

L4.03 Surplus and Displacement Procedure

Where projections indicate that a staff surplus may occur because of declining enrolment or program changes,

- (a) The principal shall first examine staff qualifications so as to retain teachers by re-assignment wherever possible.
- (b) Teachers in any given school will be declared surplus by regional seniority. A teacher declared surplus to a school shall be the one with the least regional seniority on that staff, except where the declaration of a surplus teacher would result in the discontinuation of all sections of an academic program.
- (c) The number of teachers declared surplus in the Board must not exceed the total reduction of staff based on the Board's staffing process.
- (d) The teachers to be declared surplus shall be decided by the Associate Director - Equitable Education in consultation with the Teachers' Bargaining Unit President and Chief Negotiator of District 13 O.S.S.T.F., and the principal of each school with surplus teachers, at meetings held during the first week of April.
- (e) Teachers who are declared surplus will be notified no later than the end of the first week of April in a joint communication from the Board and the President of the Bargaining Unit.
- (f) Teachers on leave or secondment are the responsibility of the originating school.
- (g) The teacher's declared subject fields shall be those listed on that teacher's Certificate of Qualification.
- (h) The Board shall maintain a Regional Seniority List and also a Seniority List for each school in accordance with L4.01 vii). These lists shall be provided to the Teachers' Bargaining Unit President as soon as possible.
- (i) By November 1 of each school year, the Superintendent of Education - Human Resource Services shall provide each secondary school with a number of copies of a school Seniority List which contains each teacher's name, school, seniority in years to one decimal point, date of hire, and the teacher's subject fields.

- (j) A teacher has until December 15 of each school year to update or change any information on the Seniority Lists. Notwithstanding that deadline, the Associate Director - Equitable Education, with the agreement of the Teachers' Bargaining Unit President, may update or change any information after December 15 of the school year.
- (k) By February 15 of each school year, the Associate Director - Equitable Education shall provide each secondary school with a number of copies of the final School Seniority List. Notwithstanding this deadline, the Superintendent of Education/ Operations, with the agreement of the Teachers' Bargaining Unit President, may correct the information on this list.
- (l) All complement vacancies will be posted internally in accordance with Article L4.05 prior to internal/external postings, with a copy to the Teachers' Bargaining Unit President.
- (m) Where vacancies in Positions of Responsibility are known they are to be filled by March 31 wherever possible. Vacancies for Positions of Responsibility that become available on or after June 20th shall be appointed on an interim basis for the next school year. These positions shall be reposted in accordance with Procedure 4115.
- (n) By the end of the first week in April of each school year all declarations of surplus teachers will have been made in each school.
- (o) When a displacement is necessary, the Associate Director - Equitable Education shall call a meeting of the Review Committee. Based on regional seniority, the Review Committee will place a secondary school teacher who has been declared surplus in the position of the secondary teacher with the least regional seniority, except where the declaration of a redundant teacher would result in the discontinuation of an academic program in the Board. The Review Committee shall declare which teacher is to be finally displaced. The surplus teacher being placed may waive this right by informing the Associate Director - Equitable Education in writing within two weeks of being informed of the placement. The Review Committee shall make every effort to keep the number of displacements to a minimum.
- (p) The Associate Director - Equitable Education shall be responsible for informing the parties concerned.
- (q) A surplus teacher who has been placed by the Review Committee shall remain eligible to apply for posted complement vacancies.

- (r) Subject to sub-paragraph L4.03 (b), if a position becomes available at a school before June 30, teachers declared surplus including those who have accepted a position in another school, will be recalled to their original school on the basis of seniority, according to Article L4.01 (vii).
- (s) The Associate Director - Equitable Education will provide an internal composite posting on a weekly basis from the time teachers are declared surplus until the time teachers are declared redundant.
- (t) The Review Committee may begin its review of the surplus, redundancy and transfer situation in the Board at any time but it shall begin its review no later than the fourth week of April in any school year. The Committee should make every effort to declare teachers redundant to the Board because of the displacement process as soon as possible after the fourth week of April in any school year. The Review Committee shall meet as needed, on an ongoing basis to assess the appropriateness of all staff changes and make such adjustments as are necessary.
- (u) Should additional staff be allocated after the placement procedure has been completed and before the opening date of the school year, teachers placed by the Review Committee into positions in which they have agreed to assume responsibility for subjects not on their Certificate of Qualification shall have priority in the filling of any such additional positions.
- (v) First priority in placement will be given to those teachers who have been declared surplus. First priority in hiring will be given to those teachers who have been declared redundant. In cases of dispute, the Review Committee shall have the authority to make the placement. Preference in hiring after the surplus and redundant teachers have been accommodated shall be given to teachers eligible in accordance with L4.02 (1b).
- (w) Internal/External postings will not be authorized by the Associate Director - Equitable Education until all redundant teachers have been placed, or until the qualifications of such teachers do not fit, and cannot, by the Review Committee, be made to fit positions open at that time, and part-time teachers and Article L10.00 Continuing Education Day School Teachers have had the opportunity to apply for full- time positions as in L4.02 (1b).

L4.04 School Closure Process

In the event of an announcement of a secondary school closure the President of the Bargaining Unit will be notified and the Review Committee will establish a school closure protocol. Any agreed protocol shall include, but not be limited to, the following:

- (a) Teachers at the closing secondary school will be declared surplus if their seniority is the same or lower than that of the teacher with the highest seniority declared surplus at any other secondary school that year. These teachers will be dealt with according to the established rules within Article L4.00.
- (b) All teachers at the closing school not declared surplus as outlined in (a) above shall have exclusive access to an internal round of hiring in which all vacancies for the following school year will be posted
- (c) No Teacher shall, by reason of school closure, be deprived of the Teacher's rights to placement in a position elsewhere in the system according to Article L4.00.

L4.05 Job Postings Process

- (a) Initial job postings shall be made available in all work places for at least five (5) weekdays as they become known.
- (b) The reasons leading to each vacancy will be shared electronically with the union staffing officer.
- (c) Unsuccessful internal applicants who have been interviewed for a posted position shall be notified after the recommendation of the successful candidate is finalized. In these cases, and upon request, a debriefing will be granted.
- (d) The names of the internal applicants to each job posting shall be shared with the union, including identification of the successful applicant.

L4.06 Options for Permanent Teachers Declared Redundant

Teachers not placed will be declared redundant to the secondary school system by May 31st. The Board shall offer to the teacher any position for which that teacher becomes qualified and that becomes available by October 31 in the same year. The Associate Director - Equitable Education shall inform each teacher in writing that the Board, on written application by the teacher, is prepared to accept the teacher back into the system if a vacancy for which that teacher is qualified occurs during a subsequent two year period

Otherwise, the Associate Director - Equitable Education will inform the redundant teacher of the following options:

- (a) The teacher may elect to delay termination by taking a leave of absence without pay of up to two years. At any time during this two year period, the teacher may reconsider his or her choice and select the termination

benefits in accordance with Article L4.07, by notifying the Superintendent of Education - Human Resource Services or designate in writing.

- (b) Should no vacancy for which the teacher is qualified exist during the period of such leave of absence, the contract shall be terminated upon payment of a termination benefit in accordance with Article L4.07. Acceptance of this termination benefit by the teacher precludes all subsequent Board obligations. The termination benefit shall be based on that teacher's annual salary at the time of being declared redundant.
- (c) A redundant teacher may enter into any other arrangement that is mutually acceptable to the teacher, to District 13, O.S.S.T.F. and to the Director, provided that such an arrangement is approved prior to June 30 and that the Superintendent of Education - Human Resource Services or designate has been notified by the teacher, failing which the teacher shall be entitled to select any other option. The teacher shall be required to notify the Superintendent of Education - Human Resource Services or designate, in writing, of the option selected.

L4.07 (a) Permanent teachers who are declared redundant and released and who are not recalled by January 1 shall be paid termination benefits – three (3) months (30% of that teacher's annual salary).

(b) Termination benefits will be given only once.

L4.08 Notice of Redundancy, Lay Off or Termination

It is understood and agreed that any notice period, including but not limited to notice of lay off, redundancy or termination, under this Collective Agreement or any labour/employment-related statute, includes July and August, or any other non-instructional periods of time between semesters or school years.

L4.09 Review

This procedure is subject to review from time to time at the request of District 13, O.S.S.T.F. or the administration of the Durham District School Board.

Article L5.00 – Discipline and Dismissal

L5.01 The Board may dismiss or discipline in writing for just cause. Written reasons for such decisions will be provided to those affected.

The non-renewal of a secondment, or of a Continuing Education or Home Instruction contract, is not dismissal or discipline.

- L5.02 If a teacher is to be disciplined or dismissed, he or she may request Union representation.
- L5.03 Where a Principal/Superintendent intends to interview a teacher for discipline in writing, the Principal/Superintendent shall notify the teacher in advance of the purpose of the interview in order for the teacher to contact a Union representative to be present at the interview. If the teacher declines Union representation at the discipline meeting, the Teachers' Bargaining Unit President will be advised in advance that the meeting has been scheduled.
- L5.04 At the teacher's request to the Superintendent of Education - Human Resource Services, documents contained in a teacher's personnel file of a disciplinary nature and all supporting documents shall be removed from the file two (2) years after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary material regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board may remain in a teacher's files.

Article L6.00 - Salary Schedules and Allowances

L6.01 Basic Salary Schedule

Teachers will be placed on the Basic Salary Schedule in accordance with the terms as defined in paragraph L3.10 and Article L6.00 of this Agreement.

Effective August 31, 2019

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	48315	50002	53855	56494
1	51189	53152	57452	60451
2	54039	56313	61068	64398
3	56910	59468	64682	68351
4	59760	62634	68290	72296
5	62634	65776	71891	76228
6	65485	68947	75501	80179
7	68351	72092	79116	84135
8	71201	75246	82734	88075
9	74065	78405	86324	92007
10	76914	81553	89942	95960
11	80082	85005	93457	99960

Effective September 1, 2019

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	48798	50502	54394	57059
1	51701	53684	58027	61056
2	54579	56876	61679	65042
3	57479	60063	65329	69035
4	60358	63260	68973	73019
5	63260	66434	72610	76990
6	66140	69636	76256	80981
7	69035	72813	79907	84976
8	71913	75998	83561	88956
9	74806	79189	87187	92927
10	77683	82369	90841	96920
11	80883	85855	94392	100960

Effective September 1, 2020

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	49286	51007	54938	57630
1	52218	54221	58607	61667
2	55125	57445	62296	65692
3	58054	60664	65982	69725
4	60962	63893	69663	73749
5	63893	67098	73336	77760
6	66801	70332	77019	81791
7	69725	73541	80706	85826
8	72632	76758	84397	89846
9	75554	79981	88059	93856
10	78460	83193	91749	97889
11	81692	86714	95336	101970

Effective September 1, 2021

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	49779	51517	55487	58206
1	52740	54763	59193	62284
2	55676	58019	62919	66349
3	58635	61271	66642	70422
4	61572	64532	70360	74486
5	64532	67769	74069	78538
6	67469	71035	77789	82609
7	70422	74276	81513	86684
8	73358	77526	85241	90744
9	76310	80781	88940	94795
10	79245	84025	92666	98868
11	82509	87581	96289	102990

L6.02 **Rate for Part-time Teachers**

A part-time teacher shall be paid at a rate of salary for that teacher's appropriate category placement and appropriate allowances and post-graduate degree(s) as provided in this Agreement, all of which shall be pro-rated in the same ratio as the part-time employment bears to full-time employment.

As of September 1, 1984, a part-time teacher shall have each year of service recognized as a full year of seniority.

L6.03 **Teaching Experience**

All full teaching months of experience as a full-time teacher, or pro-rated experience as a part-time teacher, excluding day-to-day supply experience, with a school board operated under the authority of the Acts and Regulations of a Ministry of Education - Province or Territory of Canada, shall be recognized for placement on the "Basic Salary Schedule" up to the maximum.

- (a) For the purposes of this Article, there are two mutually exclusive methods of calculating teaching experience by month. The method of calculation that results in the greater credit to the teacher shall apply.

The two methods shall be as follows:

Method 1 – Calendar Month Calculation

- (i) If a teacher completes a full calendar month of teaching experience, regardless of the number of days of teaching experience in the calendar month, the teacher will be credited

with a 'full teaching month' and an experience credit of 0.1 shall be credited.

- (ii) If a teacher completes one or more partial calendar months of teaching experience, then a sum of the number of days of teaching experience in the partial calendar months will be considered. For every twenty (20) days of teaching experience, the teacher will be credited with a 'full teaching month' and an experience credit of 0.1 shall be credited.
- (iii) If there is a remainder of ten (10) or more days of teaching experience, the teacher will be credited with a 'full teaching month' and an experience credit of 0.1 shall be credited.

Method 2 – Twenty Day Calculation

- (i) For every multiple of twenty (20) days of teaching experience, the teacher will be credited with a 'full teaching month' and an experience credit of 0.1 shall be credited.
 - (ii) If there is a remainder of ten (10) or more days of teaching experience, the teacher will be credited with a 'full teaching month' and an experience credit of 0.1 shall be credited.
- (b) For the purposes of this Article, teaching experience does not include day-to-day supply teaching, or unpaid leaves of absence (including time not teaching while out of sick leave), except where required by law and/or where otherwise specified in this Agreement.
 - (c) For new teacher hires, all full months of teaching experience up to the date of hire shall be used for the purposes of initial placement on the "Basic Salary Schedule". For existing teacher employees, all full months of teaching experience in a school year shall be credited for placement on the "Basic Salary Schedule" at the commencement of the following school year.
 - (d) Provided that no Teacher shall be entitled to accrue more than 1.0 year of teaching experience in any September 1 to August 31 period, each credit course taught in Continuing Education and/or Night School shall count as one-sixth ($1/6$) years' or 32.33 days' experience.
 - (e) Each credit course taught in Summer School shall be counted as in (d) above. Remedial courses and partial credits will be appropriately pro-rated.

(f) For clarity of calculations in (d) and (e) above:

1 full credit course	= 1/6 school year	= 32.33 days	= 0.167 credit
0.5 credit course or summer school remedial of full credit course	= 1/12 school year	= 16.17 days	= 0.083 credit
Summer school remedial of 0.5 credit course	= 1/24 school year	= 8.08 days	= 0.042 credit

All credits taught through Continuing Education during any September 1 to August 31 period will be recorded by the Principal of Continuing Education to Employee Relations and copied to the Teachers' Bargaining Unit President.

L6.04 Other Teaching Experience

- (a) Teaching experience in a University or Community College shall be recognized under L6.03 (above), where the teacher had a degree and/or was deemed qualified by the institution.
- (b) Teaching experience other than that stipulated in L6.03 or L6.04 (a) may be recognized for placement on the "Basic Salary Schedule" at the discretion of the Director or designate.

L6.05 Placement

- (a) For the purposes of placement on the "Basic Salary Schedule", a full year of teaching experience shall be ten (10) months normally being the months from September to June inclusive. A full semester of teaching shall be recognized as 0.5 years for placement on the grid.
- (b) The calculation of years of teaching experience for salary purposes will be effective on the first day of school each year, and confirmation will appear on the Employee Record Statement distributed to each employee in the fall.

L6.06 Recognition of Related Trade and/or Related Professional Experience

Recognition of teaching experience or related trade or related professional experience (in excess of requirements for basic teaching certification) on the "Basic Salary Schedule" shall be at the sole discretion of the Superintendent of Education - Human Resource Services. The onus shall be on the teacher

to produce satisfactory evidence of teaching experience or related trade or related professional experience, and to provide signed authorization for the Superintendent to contact the employer(s) by telephone or letter to discuss/verify that work experience.

L6.07 Guidelines for Placing Related Trade and/or Related Professional Work Experience as Teaching Experience on the Basic Salary Schedule

- (a) Teachers with related work experience in a trade and/or profession shall be placed on the grid with each year of such experience being equal to one-half year secondary school teaching experience.
- (b) Six (6) months to twelve (12) months of related work experience shall count as one (1) year of related experience for allowance purposes.
- (c) Less than six (6) months of related work experience shall not count toward this allowance.
- (d) Part-time related work experience in a trade and/or profession where the part-time work schedule was equivalent to a 0.5 FTE position or greater shall be treated as equivalent to one-half of the full-time equivalent work experience [i.e., twelve (12) months of 0.5 FTE or better = six (6) months work experience; twelve (12) months in a less than 0.5 FTE position = 0 work experience, etc.].
- (e) If application with supporting evidence of experience which is work related to a subject(s) being taught is submitted to the Superintendent of Education - Human Resource Services at the earliest opportunity, but not later than May 31 of the school year, the Board will adjust the teacher's salary, as of September 1 of that school year.
- (f) The total allowance granted under this section shall not exceed six (6) years of secondary school teaching experience.
- (g) The total of this allowance and the salary computed under Section L6.01 will not exceed the category maximum.
- (h) Experience as an Educational Assistant shall be credited as related professional experience for purposes of advancement on the grid. Credit for this related experience shall be effective from September 1, 2005.

L6.08 Teachers Assigned to Perform Vice-Principal Duties on a Temporary Basis

(a) Day-to-Day Temporary Assignments for an absent Administrator

- (i) Such assignments may be for a partial day or up to ten (10) regular school days, but the total number of such days shall not exceed twelve (12) regular school days per school in any one year.
- (ii) The Associate Director - Equitable Education will provide a written report to the Union on a monthly basis detailing each day-to-day temporary vice-principal assignment with respect to:
 - 1. which teacher filled the vacancy;
 - 2. the date and the duration of the assignment;
 - 3. the school and the administrator replaced;

The report shall remain confidential between the Union and the Board.

(b) Extended Temporary Assignments

- (i) Such assignments must be ten (10) or more consecutive school days, but not longer than ninety-six (96), for purposes other than those set out in L6.08 (a). The Union will be notified in advance of any extended assignments prior to the tenth day.
- (ii) A decision of the board to terminate a teacher's assignment to a vice-principal position shall not be considered disciplinary. Nothing in this Article prevents a teacher from returning to teaching duties within the Bargaining Unit, subject to five (5) school days' notice to the principal.
- (iii) Upon the termination of the temporary assignment, the teacher shall be placed in the teaching position held prior to the assignment unless the position has ceased to exist, in which case the teacher will be placed in a comparable position as may be determined by the Board in consultation with the Bargaining Unit.
- (iv) A teacher assigned for an extended vice-principal assignment lasting a full semester shall result in the hiring of a permanent 0.5 FTE replacement.
- (v) Assignment of a teacher to perform the duties of a vice-principal on a temporary basis, including the decision whether to assign a teacher at all, shall be at the sole discretion of the Associate Director - Equitable Education.

- (vi) The term of the extended temporary assignment referred to above may be extended by mutual agreement between the Board and the Union.

(c) General Provisions

- (i) Subject to the provisions set out below, a teacher who is assigned to replace an administrator as in L6.08 (a) or L6.08 (b), shall continue to be a member of the Bargaining Unit, with all of the rights, privileges and obligations thereof, including but not limited to:
- payment and deduction of union dues and levies;
 - participation in the teachers' benefits plans pursuant to the collective agreement;
 - accrual of bargaining unit seniority in the usual course; and
 - full recognition and credit for teaching experience for the term the teacher is in the position.
- (ii) The terms and working conditions of the vice-principal assignment shall be the same as those of other vice-principals as determined by the Board, including the same protection from personal liability for performance of job duties. It is agreed and understood, however, that teachers assigned to perform these duties shall not discipline other teachers or write or present performance appraisals of other teachers. A teacher assigned to perform vice-principal duties, shall not be considered a "Supervisor" under the Occupational Health and Safety Act.
- (iii) The salary for the teacher assigned to perform vice-principal duties shall be the ordinary starting salary rate for a vice-principal, pro-rated for the period of time of the assignment. The salary for a day-to-day temporary assignment will be calculated as an additional sum equal to the difference between 1/194th of the start rate (Yr. 0) of a secondary vice-principal's annual salary and 1/194th of the teacher's regular annual salary for each partial and full regular school day worked in the assignment.
- (iv) Where a vice-principal vacancy exists, the Board undertakes to attempt to fill the vacancy with a qualified candidate as soon as is practicable.

L6.09 Allowance for Post-Baccalaureate Degrees

- (a) An allowance for a Master's Degree recognized by the Ministry of Education will be paid to a member of the teaching staff in addition to that teacher's salary on the "Basic Salary Schedule". This allowance will

not be applicable if the post-baccalaureate degree is used to determine category placement on the “Basic Salary Schedule” in accordance with Article L3.00 of this Agreement.

	Sept 1, 2019 1%	Sept 1, 2020 1%	Sept 1, 2021 1%
Master's Degree	\$1,164	\$1,176	\$1,188

- (b) An additional allowance for a second post-graduate degree recognized by the Ministry of Education will be paid to a member of the teaching staff.

	Sept 1, 2019 1%	Sept 1, 2020 1%	Sept 1, 2021 1%
Second Post-Graduate Degree	\$729	\$736	\$743

- (c) To receive the allowance for (a) or (b) above, the teacher must submit documentation satisfactory to the Director or designate.

L6.10 Special Education Specialist Allowance

Teachers who are earning the Special Education Allowance (effective Sept 1/19 (1%) \$561, effective Sept 1/20 (1%) \$567, effective Sept 1/21 (1%) \$573 or a pro-rated portion thereof) as of June 30, 1993 or who are entitled to the allowance upon scheduled return from leave, continue to receive that allowance for as long as they continue to teach in a Special Education course or programme. The allowance shall not be paid to teachers who begin teaching in a Special Education course or programme on or after September 1, 1993.

L6.11 Allowances for Positions of Responsibility

(a) Facilitators' Allowance

The following allowances shall be paid pro rata for each full month of the school year worked in the position.

	Sept 1, 2019 1%	Sept 1, 2020 1%	Sept 1, 2021 1%
Facilitator Allowance	\$3,317	\$3,350	\$3,384

(b) Department Head Allowance

Department Head positions shall be in accordance with procedure #4115. The allowance for a Department Head shall remain within the total provincial grant allocation designated for department heads, paid pro rata for the number of regular school days worked in the position during the school year compared to the number of regular school days in the school year calendar.

- (c) The following allowances shall be paid pro rata for each full month of the school year worked in the position.

	Sept 1, 2019 1%	Sept 1, 2020 1%	Sept 1, 2021 1%
Department Head Allowance	\$3,807	\$3,845	\$3,883

Where two (2) teachers share a Department Head position the allowance paid to each teacher shall be 50% of the Department Head allowance

- (d) A teacher appointed as a department head shall not be considered a "Supervisor" under the Occupational Health and Safety Act".

L6.12 Where authorized in advance by the appropriate Board Official(s), teachers will be reimbursed for required travel at the prevailing Board mileage rate.

Article L7.00 – Method of Payment

L7.01 All salary payments will be by direct deposit as follows:

- (a) Effective for the 2021-2022 school year, salaries will be paid on an even bi-weekly twelve (12) month schedule with payments made on alternate Thursdays. One hundred percent (100%) of salary will be paid by August 31st. The Board shall make available to the Union and its members a pay date schedule on an annual basis.
- (b) Teachers who leave the Board's employ will be paid any salary owing up to and including the last day worked.
- (c) Where a teacher works only part of the school year, the teacher shall be paid a salary in the proportion that the number of days which the teacher works bears to the total number of work days in the school year.

- (d) Teachers will be notified in writing shortly following return to work from a leave where their method of payment has been changed to a daily (per diem) rate or any other adjustment to the regular pay rate or schedule.

L7.02 Retroactive Salary Adjustments for QECO & Experience

1. The Board will adjust the salary of a teacher as of September 1 in any year:
 - (a) if the requirements for placement in a higher salary group are completed before the beginning of school; and
 - (b) if application with supporting evidence is submitted to the Superintendent of Education – Human Resource Services or designate at the earliest opportunity, but not later than the last teaching day in December of that year.
 - (c) If a pending letter is submitted to the Superintendent of Education – Human Resource Services or designate at the earliest opportunity, but not later than the last teaching day in December of that year, then the application will be accepted upon receipt of supporting evidence.
2. The Board will adjust the salary of a teacher as of February 1 in any year:
 - (a) if requirements for placement in a higher salary group are completed before January 31 of that year; and
 - (b) if application with supporting evidence is submitted to the Superintendent of Education – Human Resource Services or designate after the last teaching day in December of the previous year, but before May 31 of that year.
 - (c) If a pending letter is submitted to the Superintendent of Education – Human Resource Services or designate at the earliest opportunity, but not later than the last teaching day in May of that year, then the application will be accepted upon receipt of supporting evidence.

L7.03 Employment Insurance Rebate

Commencing December, 1997, and for each year thereafter, it is agreed that the teachers' share of the Employment Insurance premium reduction rebate will be credited for their benefit in relation to benefit improvements which were negotiated as part of the 1996-98 Collective Agreement.

Upon request of the Union, the Board will provide information summarizing the Teacher share of the annual Employment Insurance premium reduction.

Article L8.00 – Long Term Disability Plans

L8.01 The teachers will assume 100% of the premium rates for the following:

Long-Term Disability

The O.S.S.T.F. District 13 agrees to indemnify the Board and save it harmless from any loss, costs or damages that may result from claims against the Board arising from such deductions and payment under the Long-Term Disability Plan, including but not limited to amount of payment or any denial of claim by the insurer. Long-Term Disability coverage is a condition of employment.

L8.02 A teacher with less than nine (9) years teaching experience shall be eligible to receive a salary allowance equivalent to 70% of that teacher's annual salary rate for the period between the expiration of the sick leave credit and the commencement of the LTD benefits according to the leave plan. The maximum amount payable by the Board to any teacher will be \$8,300. Payment will be subject to receipt of an appropriate medical report.

Article L9.00 – Staffing, Workload and Working Conditions

L9.01 Staff Allocation Committee

The Staff Allocation Committee shall consist of three (3) representatives of the Bargaining Unit and three (3) representatives of the Board.

The Committee shall:

- review by March 31 the student enrolment projections provided by the Principals and the Planning Department;
- allocate the system-wide staff complement to schools;
- review by April 30, May 31, and June 30, and throughout September, fluctuations in student enrolment figures and determine the changes, if any, to the system-wide staff complement and its allocation to schools;
- review by October 15, the September 30 student enrolment statistics, the class size statistics and the teacher utilization reports to balance the Board's system-wide average class sizes and teacher workload provisions;
- This review process will be repeated for the second semester by February 28 based on February 15 statistics.

L9.02 Staff Allocation

To facilitate the allocation of staff, the average class size in each school in each category will be calculated and compared to the corresponding system-wide average class sizes based on the Teacher Utilization Reports of October 31 of the previous year.

Once the total number of staff and the hold back factor have been determined, the Staffing Allocation Committee will meet to allocate staff to schools. The Committee will allocate staff in a manner that eliminates as much as is practical the difference between the school average and the system-wide average class size for each category.

L9.03 Staff Complement

- (a) The minimum base number of teachers (excluding Special Education, ESL, Continuing Education, Grove School and Alternative Attendance Programs) for staffing purposes shall be generated according to the "Credit Corrected Model" for staffing, jointly agreed between the Union and the Board in the Staff Allocation Committee. Upon agreement between the Union and the Board, the "Credit Corrected Model" will be amended from time to time to reflect changes in funding for staffing.

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation

- (b) Subject to changes in the funding formula, the minimum base number of teachers shall include a minimum of one and one-tenth (1.1) Library teachers for each thousand (1,000) students, and two and six-tenths (2.6) Guidance teachers for each thousand (1,000) students.
- (c) In addition to the base number of teachers generated in L9.03 (a), the following are generated for the system:
 - (i) The Special Education and ESL complements will be determined by the Staff Allocation Committee based on system needs and available funding from those line items in the funding formula with a base number of 123 FTE Special Education and 9.5 FTE ESL teachers for 2008/2009, which will be adjusted annually in relation

to Special Education and ESL enrolment. The number of Academic Resource teachers generated according to the formula provided by the Special Education department shall be the base number utilized in each school.

- (ii) Relief periods for food school site administration will be in addition to the staff generated in L9.03 (a) above and will be determined by the Staff Allocation Committee based on system needs
- (iii) Two (2) department heads at Continuing Education, five (5) department heads at Grove and one (1) department head at Alternative Attendance, with additional staff based on system needs and available funding, on the understanding that these positions exist only as long as they are self-funded
- (iv) Teachers for new ministry initiatives, where funded.
- (d) System-wide staffing generation will be rounded to the nearest full or 0.5 FTE.
- (e) No teacher shall be declared redundant during the school year in order to achieve complement.
- (f) Should the staff complement on October 31 be below the number generated, the Board agrees to promptly advertise and hire sufficient qualified permanent teachers to satisfy this provision.

L9.04 Class Size Guidelines

The Board and the Bargaining Unit agree that the following maximum class sizes are desirable to promote a positive learning environment.

1. (a) Grades 9 and 10
(Non-Technical)

- Academic (D) 28
- Applied (P) 22
- Essential (E) 16
- Open (O) 25
- Locally Developed 16

(Technical & Practical Family Studies)

- Open (O) 24

(b) Grades 11 and 12
(Non-Technical)

- University (U) 29
- University/College (M) 27
- College (C) 25
- Workplace (E) 16
- Open (O) 25

(Technical & Practical Family Studies)

- University/College (M) 24
 - College (C) 22
 - Workplace (E) 21
 - Open (O) 24
 - Co-operative Education 22
- Out of school component
(Co-op averaged over the
timetable for each individual
teacher)

(c) ESL 16

Student Success

- Non-Credit granting 24
- Credit Recovery 14
- Alternative Attendance Programs 16

Small Class Placement

- Modified Program 16
 - Deaf and Hard of Hearing Program (DHH) 10
 - Multiple Exceptionalities Program (ME) 12
 - Developmental Program 6
 - Practical Learning Program (PLP) 10
 - School Support Program (SSP) 12
 - Structured Learning Class (SLC) 6
 - Transition to Work 12
 - Learning Strategies 16
- (GLE, L-courses, Literacy Course)

2. (a) Multi-level classes shall not exceed the maximum minus two (-2) of the lowest applicable class size level.
- (b) Multi-grade classes shall not exceed the maximum class size numbers in the Class Size Maximum chart, as agreed to by the parties.

- (c) All multi-grade or multi-level courses shall be limited to a combination of two such classes, except in the case of music.
 - (d) Effective September 1 of each year only classes and associated course codes constituted in accordance with Article L9.00 shall be offered. Course codes must be established by June 30 of each school year. Necessary changes associated with new government and/or program initiatives will be discussed with the Union.
3. It is agreed the Computer or CAD courses that carry a “T” code (Tech) shall be considered non-tech courses for purposes of the class size guidelines, but Grade 9, 10, 11 and 12 computer or CAD courses that carry a “T” code (Tech) and include instructional time in an active construction technology shop, transportation technology shop, or manufacturing technology shop shall have a maximum class size as in paragraph L9.04.
4. In-School Workload Review Committee

There shall be an In-School Workload Review Committee in each school, which shall meet outside of class hours.

- (a) The In-School Workload Review Committee shall consist of the Principal, a Vice-Principal, the Branch President or designate from the Branch Executive, and the Branch C.B.C. representative or designate from the Branch Executive. For schools without a vice-principal, the Committee shall consist of the Principal and the Branch President or designate.
- (b) The Committee shall:
 - conduct a September 30 teacher staffing and workload survey, identify and correct any discrepancies between the survey data, the Principals' September 30 Enrolment Report and Board Class Size report as generated by the Operations Department;
 - the Principal shall immediately attempt to correct these identified class size guideline problems;
 - by October 10, the ISWRC shall report any uncorrected class size guideline problems. The report should be signed by the Principal and Branch President, submitted to the Associate Director - Equitable Education and the President of the Bargaining Unit, and forwarded to the Staff Allocation Committee by October 10;

- repeat the process by February 15, to be submitted by February 21.

(c) Additional ISWRC meetings may be arranged if mutually agreed between the Principal and the Branch President.

5. Exceptions to the class size guidelines will be made if necessary for the Music and Physical Education programs and any other exceptions that may be agreed by the teacher affected, the Principal and the President of the Bargaining Unit.

L9.05 Teacher Workload

1. All full-time teachers will be assigned a maximum teaching workload of six (6) courses or course equivalents plus additional professional duties comprised of twenty-five (25) minutes of home room, hall or bus duty, or student and teacher mentoring; and on-calls, lunchroom or other supervision not exceeding an average of forty (40) minutes per week, not including exam weeks.
2. Full periods shall be assigned as three (3) seventy-five (75) minute periods per day.
3. Supervision during exam weeks and for EQAO testing shall be assigned equitably within each school.
4. Tentative Exam and EQAO assigned supervision schedules shall be distributed to teachers no later than one (1) week prior to the start date(s) of assigned supervision.
5. A half-time ($\frac{1}{2}$) teacher shall be assigned a half-time ($\frac{1}{2}$) teaching and supervision workload in the same manner as a full-time teacher.
6. A food school teacher whose assignment requires supervising students throughout the lunch hour on a daily basis will not be required to perform other supervision or on-calls.
7. Subject teachers shall only be required to provide academic programming for students expelled or suspended for the first five school days of the suspension.
8. Where a supply teacher works the assigned duties that were previously scheduled into the assigned schedule of the teacher being replaced by that supply, the absent teacher being replaced will be credited for the scheduled duties.

9. Teacher workload issues shall be discussed at the In-School Workload Review Committee. If unresolved, the matter shall be referred to the Joint Employee Relations Committee for resolution.
10. The Board will replace absent teachers with qualified occasional teachers where possible.
11. Preliminary timetables for all supervision assignments shall be distributed to teachers within the first two weeks of each new semester. Semester supervision schedules will be issued in full.
12. Teachers will receive preliminary assigned teaching timetables for the following school year by the beginning of the June examination period.

L9.06 On-Calls

The Principal of a school may assign one-half ($\frac{1}{2}$) period per school day or one (1) period every second day to a teacher to replace another teacher absent for any reason, to a maximum per teacher of twenty-seven (27) one-half ($\frac{1}{2}$) periods of worked on-calls in a school year. In any event, a teacher may be assigned up to two (2) one-half ($\frac{1}{2}$) periods in excess of the maximum in the event of an emergency.

An on-call is defined as the assignment of a teacher to replace an absent teacher in his or her class, study hall, in-school suspension room, or related duties.

L9.07 Lunch Break

Each teacher shall be scheduled for a lunch break of no less than forty (40) consecutive minutes free from scheduled duties.

L9.08 Study Hall

1. Where a school uses study hall to cover teacher absence, a teacher assigned to a study hall period shall not be required to supervise more than 58 students in a period.
2. Supervision in study hall is limited to taking attendance, distributing handouts to students, and maintaining order. Teachers will not be expected to deliver the curriculum instruction for the lesson.

L9.09 Reporting Cycle

- (a) In addition to the two provincial reports, interim and final, a school may issue a progress report (generally in the 5th or 6th week of semester) and/or a credit endangered report consisting of a software generated (ie. Markbook/Gradebook or equivalent) printout with an aggregate attendance entry, excluding learning skills and comments. Schools may elect to attach a form letter to the printout.

- (b) A Principal shall consult with the teacher where it is reasonably possible to do so prior to the release of an electronic or printed report, other than those specified in (a), to a parent. The teacher will be notified in circumstances where an electronic or printed report was issued without consultation.

Article L10.00 – Continuing Education

L10.01 Definitions:

Adult Day School teachers shall mean teachers teaching credit-bearing courses during the regular school day at Durham Continuing Education, between September and June and those teachers working as a day school guidance counselor at Durham Continuing Education.

Continuing Education teachers shall mean all other contract positions at Durham Continuing Education including night school and summer school.

L10.02 Wage/Salary Schedules

The following shall be the Continuing Education Teachers Salary Schedule (rates/hour):

	Aug 31, 2019	Sept 1, 2019 1%	Sept 1, 2020 1%	Sept 1, 2021 1%
Continuing Education Rate	45.56	46.02	46.48	46.94

Home Instruction Teachers will be subject to the same hourly rates plus current mileage rates.

The following shall be the Adult Day School Teacher Salary Schedule rates per hour:

Effective August 31, 2019

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	41.51	42.96	46.27	48.53
1	43.98	45.66	49.36	51.93
2	46.43	48.38	52.46	55.33
3	48.89	51.09	55.57	58.72
4	51.34	53.81	58.67	62.11
5	53.81	56.51	61.76	65.49
6	56.26	59.23	64.86	68.88
7	58.72	61.93	67.97	72.28
8	61.17	64.64	71.08	75.67
9	63.63	67.36	74.16	79.04
10	66.08	70.06	77.27	82.44
11	68.80	73.03	80.29	85.88

Effective September 1, 2019

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	41.93	43.39	46.73	49.02
1	44.42	46.12	49.85	52.45
2	46.89	48.86	52.98	55.88
3	49.38	51.60	56.13	59.31
4	51.85	54.35	59.26	62.73
5	54.35	57.08	62.38	66.14
6	56.82	59.82	65.51	69.57
7	59.31	62.55	68.65	73.00
8	61.78	65.29	71.79	76.43
9	64.27	68.03	74.90	79.83
10	66.74	70.76	78.04	83.26
11	69.49	73.76	81.09	86.74

Effective September 1, 2020

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	42.35	43.82	47.20	49.51
1	44.86	46.58	50.35	52.97
2	47.36	49.35	53.51	56.44
3	49.87	52.12	56.69	59.90
4	52.37	54.89	59.85	63.36
5	54.89	57.65	63.00	66.80
6	57.39	60.42	66.17	70.27
7	59.90	63.18	69.34	73.73
8	62.40	65.94	72.51	77.19
9	64.91	68.71	75.65	80.63
10	67.41	71.47	78.82	84.09
11	70.18	74.50	81.90	87.61

Effective September 1, 2021

Years	Group 1/A1	Group 2/A2	Group 3/A3	Group 4/A4
0	42.77	44.26	47.67	50.01
1	45.31	47.05	50.85	53.50
2	47.83	49.84	54.05	57.00
3	50.37	52.64	57.26	60.50
4	52.89	55.44	60.45	63.99
5	55.44	58.23	63.63	67.47
6	57.96	61.02	66.83	70.97
7	60.50	63.81	70.03	74.47
8	63.02	66.60	73.24	77.96
9	65.56	69.40	76.41	81.44
10	68.08	72.18	79.61	84.93
11	70.88	75.25	82.72	88.49

The above wage grids includes all elements of compensation including statutory holiday pay, vacation pay, etc. These items are not to be added on top of hourly wage. However, all applicable statutory deductions will apply.

L10.03 Leaves of Absence

Adult Day School teachers are eligible for the following:

(a) Bereavement Leave

Up to five (5) days leave of absence, with pay at the teacher's usual rate, will be allowed to any Adult Day School teacher attending the funeral of a member of said teacher's immediate family. Immediate members of the family to include only the following: spouse, child, parent, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild, and including a person who stood in loco parentis to the teacher or a person to whom the teacher stood in loco-parentis.

(b) Quarantine

Absence, with pay, will be allowed where it is occasioned through: quarantine by a Medical Officer of Health, although the teacher is not ill.

(c) Court Appearances

Jury duty or in response to a subpoena to attend Court, provided the teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness.

L10.04 Sick Leave

The following shall apply to Adult Day School Teachers and Continuing Education Teachers in accordance with Article C9.00, C9.1(f).

Sick leave calculation shall be according to the following formula:

$$\begin{aligned} &11/194 \times \text{F.T.E.} \times \text{days in the contract at full pay of 100\%} \\ &120/194 \times \text{F.T.E.} \times \text{days in the contract at the reduced pay of 90\%} \end{aligned}$$

If there are several consecutive contracts, this calculation shall be cumulative from the first contract in accordance with Part A.

L10.05 Workload

(a) An Adult Day School teacher will be paid for one (1) hour of consultation time for each five (5) hours of instructional time.

(b) Where an Adult Day School teacher teaches more than one class in a day, there will be a maximum of thirty-five (35) F.T.E. students per class, with average daily student contacts of not more than thirty (30) per hour, averaged over the number of classes taught by that teacher in the school year.

L10.06 As referenced in paragraph L3.03, the parties agree that the only Local Terms and conditions of employment which shall apply to Adult Day School teachers, Continuing Education teachers and Home Instruction Programs are those contained in the following Articles/Paragraphs, with appropriate changes and modifications as required:

- Article L1.00 - Purpose
- Article L2.00 – Local Agreement
- Article L3.00 – Recognition
- Article L4.00 – Seniority, Surplus, Transfer and Job Postings (L4.02 1.b-d, L4.03 and L4.05 only)
- Article L5.00 - Discipline and Dismissal
- Article L14.01, L14.02, L14.03 (a, c, d, e, f, g), L14.05
- Article L16.00 - Union Dues and Levy
- Article L17.00 - Grievance Procedure

L10.07 It is agreed that, notwithstanding any other provisions of this Collective Agreement, Continuing Education Teachers and Adult Day School Teachers are employed on a fixed term contract basis, regardless of whether or not they are re-employed in any subsequent semester or session.

L10.08 Right of First Refusal for Durham Continuing Education

- (a) Right of First Refusal shall be defined as the priority afforded to a member in a subject previously taught in the most recent session of the applicable program (Adult Day School, Night School or Summer School). This shall apply to all members whose primary teaching assignments are with the Durham District School Board.
- (b) Any member with Right of First Refusal prior to this agreement shall maintain their subject right in subject(s) where it was previously held.
- (c) A member who elects for an unpaid leave for up to a semester shall retain their Right of First Refusal.
- (d) If a member holds Right of First Refusal in two separate subjects that run concurrently, they shall retain their position of consideration in both subjects and administration will have the right to schedule them accordingly.
- (e) If there is a reduction in available courses in a particular subject, priority will be given to teachers that have taught an offered course more often in the last 12 months. In the event of a tie, priority will be given to the teacher that has taught the greatest number of courses in that program in the last 12 months. If a tie still exists, the principal shall select from among the suitable candidates.

- (f) Where a member is on a statutory leave of absence or is accessing sick leave where appropriate medical documentation is provided through Ability Management, they will retain their right of first refusal.

- (g) Where No Right of First Refusal Exists

In cases where Right of First Refusal does not exist for a subject, it will be offered to qualified Continuing Education Teachers and Adult Day School Teachers who hold the required qualifications.

L10.09 Where a night school or summer school teacher receives less than twenty-four (24) hours notice of cancellation by the Board of a summer or night school course, that teacher shall be offered placement to teach an alternative course if an appropriate vacancy is available and if the teacher is qualified to teach the vacant course, in the opinion of the principal and Associate Director - Equitable Education. Where no such alternative course is available, the Board will pay the teacher for the first class of the cancelled course. The rate of cancellation payment shall be calculated by dividing the teacher's expected payment for the course had it continued by the pre-scheduled hours of the course, multiplied by the number of hours and/or part-hours scheduled for the first class.

L10.10 If, due to unexpected circumstances, an Adult Day School teacher is terminated upon forty-eight (48) hours notice, reasons will be provided to the Superintendent of Operations and the Teacher, upon request.

Article L11.00 – Sick Leave/Short Term Leave and Disability Plan Processes

L11.01 In accordance with C9.00, The Director shall keep a record in which shall be entered the annual sick leave allocations, and deductions therefrom, and in September of each year shall make available to each teacher a statement of the top-up credits as of the previous June 30.

L11.02 In case of dispute with respect to the annual entitlement to sick leave, top-up credits or deductions from sick leave under this system, the grievance procedure provided in Article L17.00 of this Agreement shall be followed.

L11.03 (a) After three (3) consecutive days' absence caused by illness or injury, no leave with pay shall be allowed unless a certificate by a Physician or Dentist is provided to Ability Management certifying to the inability of the teacher to attend to his/her duties.

(b) Notwithstanding subparagraph (a) above, a teacher may be required to produce a certificate of a Physician or Dentist if advised to do so during an absence or prior to an absence. If the request is made on the direction of the Superintendent of Education - Human Resource

Services, it shall be discussed in advance with the President of the Bargaining Unit.

- (c) In cases where the absence is due to an accident compensable under the Workplace Safety and Insurance Act, the period of the absence shall be covered by WSIB benefits topped-up to full salary by the Board without deduction from sick leave for a maximum of four years and six months.
- (d) In cases of prolonged absence, longer than 15 days, the Board shall inform the Union of such absence.
- (e) Return to Work/Accommodation
The Board, the Federation, and the member shall develop cooperatively a modified return to work and/or accommodation program. The Member will have Union representation at any meeting where a return to work/ accommodation program is being discussed.

L11.04 Items Not Chargeable to Sick Leave:

- (a) Absence, with pay, will be allowed where it is occasioned through: quarantine by a Medical Officer of Health, although the teacher is not ill; jury duty or in response to a subpoena to attend legal proceedings, provided the teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness; writing examinations or attending one's own graduation; attending the graduation of one's spouse or child from a recognized secondary or post-secondary educational institution; or attending the birth, homecoming and associated care arrangements of one's own child. Any such absence shall not be chargeable against the teacher's sick leave or top-up credits.
- (b) Up to five (5) days' leave of absence, with pay, will be allowed to any teacher employed by the Board attending the funeral or attending to the related duties resulting from the death of a member of said teacher's immediate family. Immediate members of the family to include only the following: spouse, child, parent, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild, and including a person who stood in loco parentis to the teacher or a person to whom the teacher stood in loco parentis. These five days will normally be taken consecutively, except in the case of subsequent memorial services.
- (c) One day leave of absence, with pay will be allowed to any teacher employed by the Board attending the funeral of an aunt or uncle or close personal friend.

- (d) A teacher who is not ill but is prevented, by order of his or her physician, from entering a particular school, classroom or other premises of the Board, due to evident or suspected presence of a communicable disease or illness of a temporary nature, shall so inform the Principal, and shall provide, as soon as possible, a medical certificate stating the reason for and period of anticipated limitation. Upon being so notified, the Associate Director - Equitable Education, in consultation with the Teachers' Bargaining Unit President, will arrange appropriate re-assignment of the teacher.

L11.05 1. Special or Compassionate Leave (formerly charged to sick leave)

The Director or designate shall have authority to grant leave of absence, with pay, for periods up to three (3) teaching days, in any one (1) school year, either for special or compassionate reasons.

2. Religious Holidays Leave (formerly charged to sick leave)

With prior notice, at the discretion of the teacher, up to three days leave of absence with pay per school year will be allowed to any teacher employed by the Board for the purpose of observing religious holidays. Eligibility for religious holidays under this paragraph is understood to apply to holy days for any religion which is recognized as being "permanently established both as to the continuity of its existence and as to its rights and ceremonies".

Article L12.00 – Retirement Gratuity Plan

Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above.

L12.01 A teacher with a minimum of ten (10) consecutive years of service as a teacher with the Board or a predecessor thereof, to the date of retirement shall be granted a gratuity based on the accumulated yearly credits and the highest annual salary during the five (5) years prior to retirement.

L12.02 Only credits earned by the teacher during employment with the Board or a predecessor thereof shall be used in the calculation of the gratuity.

L12.03 Credits will be accumulated as follows:

- (a) Each teacher will be given a credit of two (2) percent for each year of service with the Board or predecessor thereof prior to September 1973
- (b) Commencing in September 1973, a teacher will be given a percentage credit for each year of service with the Board or a predecessor thereof based on the following table:

Sick Leave Credits Unused at the End of Each Individual Year	Percentage Credits to be Added to an Employee's Accumulated Credits at the End of Each Individual Year
20	2.0 Percent
19	2.0
18	2.0
17	2.0
16	2.0
15	2.0
14	1.9
13	1.8
12	1.7
11	1.6
10	1.5
9	1.4
8	1.3
7	1.2
6	1.1
5	1.0
4	0.8
3	0.6
2	0.4
1	0.2
0	0.0

The teacher's accumulated credits at the end of each year shall not be reduced.

- (c) A teacher can accumulate a maximum credit of 50% for service with the Board or a predecessor thereof.
- (d) Teachers who have been absent ten (10) or more consecutive school days in any one (1) year shall be granted a gratuity credit of up to 2 percent in any one (1) year to a maximum of 5 percent at retirement.

- (e) On each occasion where a pregnancy and parental leave has been extended or where a parental leave without a pregnancy leave has been extended, there will be no loss of accumulated retirement gratuity credits.

L12.04 The retirement gratuity plan calculation is based on:

- (a) The total percentage credit in any teacher's account.
- (b) The highest annual salary during the five (5) years prior to retirement.
- (c) Example:
 - (i) Teacher with fifty percent credit accumulation and salary of \$16,000 at retirement:
 $\$16,000 \times 50/100 = \$8,000$
 - (ii) Teacher with 16.5 percent credit accumulation and salary of \$16,000 at retirement:
 $\$16,000 \times 16.5/100 = \$2,640$

L12.05 The Director shall keep or cause to be kept, a record in which shall be entered the credits for each year and the accumulated credits to date. In September of every year each teacher shall receive a statement of that teacher's accumulated credits in the plan as of the previous June 30.

L12.06 It is the responsibility of the teacher to make written application for the retirement gratuity and to submit evidence that the teacher has made application for, and is eligible to receive, a pension from the Ontario Teachers' Pension Plan Board.

L12.07 A part year will be pro-rated.

L12.08 The gratuity will be paid in one (1) sum in the month following retirement if the Board is so advised with two (2) months notice prior to the retirement date, or no later than two (2) calendar months following late notice to the Board. The teacher may request deferment of the gratuity payment to the next calendar year, subject to CCRA legislation, regulations and rulings.

L12.09 In the event of the death of a teacher, either before or after retirement, but before receiving the benefits as provided in this plan, such benefits shall be paid to that teacher's estate.

L12.10 A retiring teacher, as referred to in this plan, is interpreted as being: one who ceased to be employed by the Board, and has made application for, and is eligible to receive a pension from the Ontario Teachers' Pension Plan Board.

- L12.11 The Employee Relations Committee of the Board will give consideration to requests by O.S.S.T.F. on behalf of their individual members who are on Long-Term Disability.
- L12.12 A teacher who retires having received a retirement gratuity from the Board, and who is re-hired to a probationary position with the Board, must re-qualify for retirement gratuity pursuant to paragraph L12.01. Once eligible, the teacher is entitled only to a gratuity credit up to the difference between the maximum 50% gratuity and the percentage gratuity previously paid.

Article L13.00 – Other Leaves of Absence

- L13.01 Applications for leave of absence shall be made in writing to the Associate Director - Equitable Education, as far in advance as possible, and where practicable, three (3) months prior to the time when the leave may be granted.
- L13.02 The Associate Director - Equitable Education may grant a member of staff a leave of absence with pay for stated periods of time for Special or compassionate reasons justifying a longer leave than that provided for in the Sick Leave Plan for Teaching Employees.
- L13.03 Any teacher on leave with pay shall be entitled to 100% credit for the purpose of increment, seniority and teaching experience during the period of the leave and to all employee benefits to which that teacher is entitled unless otherwise provided under this Agreement.
- L13.04 Without Pay
The Associate Director - Equitable Education may grant leave of absence without pay for up to one year, to members of staff, for such purposes as the following:
1. Work Experience [excluding teaching other than occasional teaching];
 2. Special Request
- L13.05 A teacher granted a leave without pay shall not suffer a loss of retirement gratuity, seniority or sick leave top-up credits accumulated to the time of commencement of leave.
- Further, a teacher granted a leave without pay shall be paid a special payment of \$25.00 once, if needed, for Teachers' Pension Plan Board purposes.
- L13.06 The placement of a teacher returning from a leave is subject to the provisions of Article L4.00.

L13.07 The Associate Director - Equitable Education may suggest a deferment of leave if this appears to be in the best interests of the students and the school system.

L13.08 Half-Time Unpaid Leave of Absence

- (a) A permanent teacher shall be granted a half-time unpaid leave of absence, renewable annually, upon written application or renewal notice to the Associate Director - Equitable Education, to be received no later than March 1 immediately preceding the school year for which the leave is being requested or renewed.
- (b) A teacher on half-time unpaid leave of absence will be required to work 0.5 of a regular teaching timetable during the year of the approved leave.
- (c) A teacher on half-time unpaid leave shall be entitled to 100% credit for the purpose of seniority during the period of the leave.
- (d) A teacher who is granted a half-time unpaid leave shall be eligible for salary and allowances, experience credit for salary purposes and sick leave in accordance with Article C9.00, each on a pro-rated basis reflecting the ratio of that teacher's teaching schedule to the teaching schedule of a full-time teacher.
- (e) A teacher granted a half-time unpaid leave shall not suffer a loss of sick leave top-up credits accumulated to the time of commencement of leave.
- (f) Subject to the provisions of Article L4.00, upon the conclusion of a half-time leave, a teacher shall be returned by the Board to a full-time teaching position equivalent to the position s/he held immediately prior to her/his participation in the half-time leave. Equivalent position does not mean placement in the same program.

L13.09 The number of staff on leave at any one time shall be subject to the instructional requirements and the budget allocation for such purposes.

L13.10 Consideration for leaves under this Article will be given to the requirements of the school and program needs for staffing and expertise, as determined by the Associate Director - Equitable Education.

Article L14.00 – Pregnancy/Parental Leave

L14.01 Pregnancy Leave

Pregnancy leave of up to seventeen (17) weeks without pay shall be granted to a teacher who has worked for the Board for at least thirteen (13) weeks as follows:

- (a) Pregnancy leave shall be for a seventeen (17) week period or such shorter period as the teacher may request.
- (b) Pregnancy leave may commence no earlier than the day that is seventeen (17) weeks before the employee's due date or the date she gives birth, whichever is earlier, and no later than the date the child is due or the date the child is born, whichever is earlier.
- (c) A teacher must give the Board at least two (2) weeks written notice of the date the pregnancy leave is to begin and submit a medical certificate from a legally qualified medical practitioner stating the expected birth date. Teachers are encouraged to provide the Board as much notice as possible for staffing processes.
- (d) The pregnancy leave may end earlier than planned if the teacher gives the Board four (4) weeks written notice before the desired date of return.

L14.02 Parental Leave

Parental leave without pay shall be granted to a teacher who has worked for the Board at least thirteen (13) weeks as follows:

- (a) Parental leave shall be for up to sixty-one (61) weeks if the teacher has also taken a pregnancy leave, or up to sixty-three (63) weeks if the teacher has not taken a pregnancy leave.
- (b) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- (c) Parental leave may begin no more than thirty-five (35) weeks after the child is born or comes into the custody, care and control of a parent for the first time. Teachers are encouraged to provide the Board as much notice as possible for staffing processes.
- (d) Where possible, the teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin.
- (e) A teacher who wishes to end parental leave sooner than expected may do so if the teacher gives the Board at least four (4) weeks written notice before the desired date of return.
- (f) It is understood and agreed that the teacher will give the Board notice of intent to adopt as soon as possible recognizing that it may be necessary for the teacher to commence leave immediately when the child becomes available.

L14.03 Provisions Applicable to Both Pregnancy and Parental Leaves

- (a) Seniority and credit for teaching experience continue to accrue during pregnancy leave [as defined in L14.01(a)] and/or parental leave [as defined in L14.02(a)].
- (b) A teacher returning from a pregnancy leave or a parental leave in the same school year in which the leave was commenced shall return to the position held prior to the commencement of the leave.
- (c) A teacher returning from a pregnancy leave or a parental leave in a school year subsequent to the year in which the leave commenced shall return to the position held at the commencement of the leave, subject to the provisions of Article L4.00.
- (d) Salary shall be paid in accordance with the proportion of the year taught.
- (e)
 - (i) A teacher who is required to be absent from work because of pregnancy related illness is entitled to sick leave in accordance with Article L11.00 and C9.00.
 - (ii) Notwithstanding (i), a teacher on pregnancy or parental leave is not normally entitled to sick leave, except in accordance with Article L11.00 and C9.00. The teacher will be required to provide the Board with written verification of the actual date of birth within six (6) weeks of the birth. For a claim of sick leave and pay, the Board will require comprehensive medical certification.
- (f) A teacher may be required to submit a written statement of intent to return to work at the end of pregnancy and/or parental leave.

L14.04 Extended Pregnancy/Parental Leave

- (a) A parental leave or combined pregnancy leave and parental leave may be extended without pay up to an additional one (1) year on approval by the Board.
- (b) A teacher on extended leave shall have the option to continue Long-Term Disability premiums which shall continue to be paid 100% by the teacher.
- (c) A teacher may continue on extended leave for the periods of extension set out in L14.04 (a) without loss of sick leave top-up credits accumulated up to the date the pregnancy and/or parental leave commenced in accordance with Part A.

- (d) A teacher may continue on extended leave for the periods of the extension set out in L14.04(a) without loss of seniority or teaching experience accrued as of completion of the parental leave or the combined pregnancy/parental leave.
- (e) Notwithstanding L14.04(d), if a teacher is requested by the Board and the teacher agrees to extend the parental leave, such request and agreement shall be in writing. The teacher shall be credited with seniority and teaching experience to the extent of the agreed leave in accordance with the provisions of the Collective Agreement.
- (f) A teacher returning from an extended leave in the same school year in which the leave was commenced shall return to the position held prior to the commencement of the leave should it remain available.
- (g) A teacher returning from an extended parental leave in a school year subsequent to the year in which the leave commenced shall return to the position held at the commencement of the leave, subject to the provisions of Article L4.00.
- (h) Salary shall be paid in accordance with the proportion of the year taught.

L14.05 Pregnancy Leave Benefits

- (a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- (b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- (c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- (d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- (e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

- (f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- (g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- (h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- (i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- (j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- (k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- (l) SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- (m) Effective January 1, 2021 and in accordance with the Ministry of Education's B-Memo 2018:B05, the parties agree as follows:

Where an employee who is eligible for the Pregnancy SEB Plan, identified under Part A and Article L14.05, the Board will issue the following top-up payments subject to receiving the appropriate supporting documentation:

Week 1	100% top up for the one week waiting period. Where a waiting period is not served, the Member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.
Week 2-8	The Member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.

Week 9-10	After the 8 weeks of top-up, the board will pay the equivalent of one (1) week of the member's EI amount split up over the following two weeks to ensure that the member does not earn over 100% of their regular gross pay in any given week.
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Article L15.00 – Leaves for Union Business and Elected Office

L15.01 Leave for Permanent Teachers' Bargaining Unit President of District 13, O.S.S.T.F.

The President of the Permanent Teachers' Bargaining Unit of District 13 shall be entitled to a leave of absence for the duration of the President's term of office without loss of credits. Such teacher shall be entitled to 100% credit for teaching experience during the period of such leave, to the Employee Benefits as provided in paragraph L8.01, and to the benefits described in Article L11.00 and C9.00. The President shall notify the Board whenever sick days are used so the sick leave account and top-up credits can be adjusted accordingly.

L15.02 Conditions of Leave

The leave of absence under paragraph L15.01 shall enable the President to assume a full-time leave to carry out official Union business.

L15.03 Leave for Chief Negotiator, District 13, O.S.S.T.F.

- (a) The Chief Negotiator, District 13, O.S.S.T.F., shall be entitled to a one half-time leave of absence. Only one Chief Negotiator shall be entitled to such leave of absence at one time.
- (b) The leave of absence shall entitle the Chief Negotiator to a one half-time leave of absence as long as the teacher is Chief Negotiator.
- (c) Such teacher shall be entitled to 100% credit for teaching experience during the period of the leave and to the Employee Benefits to which that teacher is entitled as provided in Section L8.01 and to the benefits described in Articles L11.00 and C9.00. The President shall notify the Board whenever sick days are used so the sick leave account and top-up credits of the Chief Negotiator can be adjusted accordingly.
- (d) As required, occasional teachers shall assume the classroom duties resulting from the Chief Negotiator's leave.

L15.04 Other Union Leave for District 13, O.S.S.T.F.

- (a) At the request of the District 13 Executive, additional leaves shall be granted to carry out official Union business to a maximum of two and one half (2.5) full-time equivalent (F.T.E.) leave per school year. Leaves shall only be granted to teachers on a full school year or a full semester basis. Leaves requested for less than 0.5 F.T.E. teacher will only be granted with the approval of the Associate Director - Equitable Education.
- (b) Teachers on such leaves shall be entitled to 100% credit for teaching experience during the period of such leave, to the Employee Benefits as provided in paragraph L8.01, and to the benefits described in Article L11.00 and C9.00. The President shall notify the Board whenever sick days are used so the sick leave account and top-up credits for teachers on such leave can be adjusted accordingly.
- (c) The District 13 Executive shall request such leaves in writing on or before May 31 or December 15, notifying the Board of the names of the teachers for whom it proposes the leave.

L15.05 The Board shall continue to pay full salary and to maintain employee benefits in accordance with paragraph L8.01 and Article L11.00 for the President, the Chief Negotiator and the teacher or teachers on leave under paragraph L15.04. For the first 3.0 FTE of the teacher or teachers on leave under this Article, District 13, O.S.S.T.F., shall reimburse the Board the full cost for employee benefit coverage, the full cost of any monetary payments or benefits payable to the teacher(s) separate and apart from the basic salary schedule and the salary cost of the replacement teacher which shall be defined as the average of the Basic Salary Schedule as of September 30 each year, which will be pro-rated for teachers on leave for less than a normal full-time teaching workload. The average of the Basic Salary Schedule is calculated by adding the salary at all steps of the grid and dividing by the number of steps. For the remaining 1.0 FTE of the teacher(s) on leave under this Article, District 13, O.S.S.T.F., shall reimburse the Board the full cost for employee benefit coverage, the full cost of any monetary payments or benefits payable to the teacher separate and apart from the basic salary schedule and the full salary cost of the teacher's on leave.

L15.06 Leave for Office with Provincial O.S.S.T.F.

The Board agrees to grant leave of absence to any teacher as long as he or she holds elected office with the Provincial O.S.S.T.F. The leave shall be granted on the following conditions:

- (a) The leave of absence is without pay.
- (b) The teacher shall be entitled to continue participation in the Benefits programme by the payment of 100% of the premium or rates.
- (c) The teacher's leave shall be interpreted as continuous service for the purpose of eligibility for Retirement Gratuity Benefits, but no credit will be granted for the period of the leave.
- (d) The leave will be granted without loss of seniority.
- (e) The period of the leave shall not count towards an increment in salary where the person on leave is at a salary position less than maximum.

L15.07 Leave for Elected Offices

The Board agrees to grant leave of absence to any teacher as long as he or she holds Municipal, Provincial or Federal Office. The leave shall be granted on the following conditions:

- (a) The leave of absence is without pay.
- (b) The teacher shall be entitled to continue participation in the Benefits programme by the payment of 100% of the premium or rates.
- (c) The teacher's leave shall be interpreted as continuous service for the purpose of eligibility for Retirement Gratuity Benefits, but no credit will be granted for the period of the leave.
- (d) The leave will not count toward seniority with the Board and shall be subject only to the right of reinstatement at the termination of the leave.
- (e) The period of the leave shall not count towards an increment in salary where the person on leave is at a salary position less than maximum.

L15.08 Time Off for Teacher Bargainers and Other Union Business

Time off with pay shall be granted up to a maximum of eight (8) teachers, as determined by the Bargaining Unit, for the purposes of forming a Bargaining Team.

The Union will reimburse the Board for replacement teacher costs, including salary and statutory benefits, for the time off under this paragraph.

Article L16.00 – Union Dues and Levy

- L16.01 On each pay day on which a teacher is paid, the Board will deduct from his or her pay the regular O.S.S.T.F. Union Dues in accordance with the written direction of the Union, to be received by the Board at least thirty (30) days in advance of an anticipated change. It is understood that SEB payments do not constitute any part of a teacher's pay for purposes of dues deduction.
- L16.02 O.S.S.T.F. dues deducted in accordance with L16.01 above shall be remitted to the attention of the Treasurer of O.S.S.T.F. at its Head Office, on the 15th day of each month following the month in which the deductions were made. The remittance shall be accompanied by a list identifying the teachers from whom deductions were made, their Social Insurance Numbers, their individual salaries for the period, and the amount deducted.
- L16.03 The Board agrees to deduct from each pay cheque of each teacher a local levy, the amount of which will be communicated to the Board in writing by the President of the Bargaining Unit in June of each year for the upcoming year. It is agreed that the amount to be deducted will be an even number in an amount equally divisible by the number of teacher paydays in a school year. The money deducted will be remitted monthly by the Board to the O.S.S.T.F. Durham District 13 office, accompanied by a list of teachers, their individual work location/school numbers, and their personal Social Insurance Numbers (subject to Freedom of Information or other legislative limitations).
- L16.04 Any monies deducted under L16.01 and L16.03 above shall be reflected as a dues deduction on teachers' T4 slips.
- L16.05 The O.S.S.T.F. shall indemnify the Board and save it harmless from all costs, losses, suits, attachments, damages or any other form of liability that may accrue from claims against the Board arising from the deduction or remission of dues and levies, or from the provision of information upon which the Board and the Union may agree in accordance with the foregoing. It is further agreed that the Board is not responsible in any way for reconciling amounts due or deducted, but, upon request by the Union, will correct the future deduction status for a teacher.

Article L17.00 – Grievance and Arbitration Procedure

L17.01 General

In this Agreement, "grievance" means any dispute as to the interpretation, application, administration or alleged violation of the terms of this Agreement.

The parties agree to resolve all grievances in the manner and by way of the procedure hereinafter set out. The parties recognize that grievances which may arise should be resolved as expeditiously as possible, and, accordingly, have set out mandatory time limits for grievance and arbitration proceedings which must be observed. Failure of the grieving party to proceed within the time stipulated shall be deemed a withdrawal or settlement of the grievance.

Any time limits fixed herein for the taking of any action in connection with a specific written grievance may be extended by written mutual agreement of the Superintendent of Education - Human Resource Services and the President of the Bargaining Unit.

L17.02 Step I

If a teacher has any grievance, the alleged circumstances of which occurred no more than five (5) regular school days prior to the teacher's request for a discussion, the teacher shall discuss the issue with that teacher's Principal and every effort shall be made to resolve the grievance. The teacher may have the assistance of the President of the Bargaining Unit or Staff Representative if the teacher so desires. This discussion must occur within five (5) regular school days of the submission of the grievance. An answer shall in any case be given to the teacher not later than two (2) regular school days following the discussion. A teacher who does not report to a Principal may, through a recognized officer of the Union, initiate a grievance at Step II.

L17.03 Step II

Should the teacher be dissatisfied with the answer received at Step I, or should the Principal fail to submit the answer within the time stipulated, the teacher, through a recognized officer, may submit the grievance in writing to the Superintendent of Education - Human Resource Services, stating the facts on which the grievance is based and a notation of the sections of the Agreement claimed to have been violated. It shall be submitted no later than ten (10) regular school days following receipt of the answer by the teacher at Step I and, in any event, no later than twenty-three (23) regular school days following the date on which the facts giving rise to the grievance arose.

The Superintendent of Education - Human Resource Services shall convene a meeting no later than ten (10) regular school days following receipt of the grievance. The meeting shall be attended by the Superintendent of Education - Human Resource Services or designate, and any other administrative staff representative the Superintendent of Education - Human Resource Services may choose to be present, together with the President of the Bargaining Unit or designate, and at least one (1) other Bargaining Unit representative. The grievor may attend at the request of either party. The Superintendent of Education - Human Resource Services or designate shall

answer the grievance in writing and submit such answer to the President of the Bargaining Unit no later than five (5) regular school days from the date of the meeting.

L17.04 Policy and Group Grievances

- (a) A group grievance on behalf of two (2) or more teachers may be filed by the President of the Bargaining Unit or designate as named in writing to the Board, at Step II of the grievance procedure within eighteen (18) regular school days following the date at which the facts giving rise to the grievance occurred.

The Superintendent of Education - Human Resource Services shall convene a meeting not later than ten (10) regular school days following receipt of the grievance. The meeting shall be attended by the Superintendent of Education - Human Resource Services or designate, and any other administrative staff representative the Superintendent of Education - Human Resource Services may choose to be present, together with the President of the Bargaining Unit or designate, and at least one (1) other Bargaining Unit representative. The grievor(s) may attend this meeting should either party request such attendance. The Superintendent of Education - Human Resource Services or designate shall answer the grievance in writing and submit such answer to the President of the Bargaining Unit no later than ten (10) regular school days from the date of the meeting.

- (b) A policy grievance may be filed by either the Board or the Bargaining Unit at Step II of the grievance procedure within eighteen (18) regular school days of the incident or circumstances giving rise to the grievance. The parties shall meet within ten (10) regular school days of receipt of the grievance and a written reply shall be provided by the party who has received the grievance within ten (10) regular school days of the meeting.
- (c) A policy or group grievance may be referred to arbitration by the delivery of written notice to the Board of Intent to Arbitrate under paragraph L17.06 after a denial at Step II.

L17.05 Board Grievance

It is agreed that the Board may lodge a grievance beginning at Step II, in the same manner as the Union may file a policy or group grievance, and the same time limits shall apply. Such grievance shall be submitted to the President of the Bargaining Unit, and, if it remains unresolved, may be advanced to arbitration under paragraph L17.06.

L17.06 Arbitration

Should the grievance be unresolved following receipt of the response at Step II, either the Executive of the Bargaining Unit or the Board may submit the grievance to arbitration. The party desiring to proceed to arbitration shall notify the other party of such intent no later than seven (7) regular school days following receipt of the answer at Step II, or from the expiry of the time for giving such answer.

- L17.07 (a) Where a grievance is referred to arbitration, it shall be heard by a single arbitrator (except as provided in L17.07(b)), chosen jointly by the parties. If the parties are unable to agree upon an arbitrator, the parties shall ask the Ontario Ministry of Labour to appoint a single arbitrator.
- (b) In any particular grievance, either party may indicate its preference for a Board of Arbitration, rather than a single arbitrator. In that event, the referral to arbitration shall contain the name of the party's nominee to the Board of Arbitration. Within ten (10) days of such notification, the responding party shall advise the other party of its nominee to the Board of Arbitration. The two nominees shall, within fifteen (15) days of the appointment of the second of them or at some time mutually agreed upon, appoint a third person who shall be the Chairperson. If the nominees are unable to agree upon a Chairperson, the appointment will be made by the Ontario Ministry of Labour, upon written application by either party.
- (c) The provisions of paragraphs L17.08, L17.09 and L17.11 related to an Arbitration Board shall similarly apply to a single arbitrator.
- L17.08 The Arbitration Board shall not be authorized to alter, modify, amend or add to this Agreement in any way, or to reach a decision inconsistent with its term or any of its provisions.
- L17.09 No person may act as a member of the Board of Arbitration if that person has been involved in any attempt to negotiate or settle the grievance.
- L17.10 Each of the parties, being the Board and the Bargaining Unit, shall be responsible for an equal share of the fees and expenses of the arbitrator. If a grievance is heard by an Arbitration Board rather than by a single arbitrator, each of the parties, being the Board and the Bargaining Unit, shall be responsible for the fees and expenses of its own nominee, and the parties shall share equally the fees and expenses of the Chairperson.

- L17.11 The decision of the Board of Arbitration shall be final and binding upon the parties to this Agreement. Should there not be a unanimous decision, the decision of the majority shall govern; and if there is no majority, the Chairperson's decision shall govern.
- L17.12 Except by mutual agreement, all meetings in the course of the grievance procedure, other than arbitration hearings, shall be held outside school hours.

Article L18.00 – Self-Funded Leave Plan

- L18.01 The Self-funded Leave Plan (hereinafter called the Plan) exists to enable up to thirty (30) teachers, in any given year, to take a one (1) year leave of absence without pay and to finance this leave through deferral of salary in an agreed upon number of years prior to the date of the leave.
- L18.02 Any teacher having at least three (3) years seniority with the Board shall be eligible to participate in the Plan in accordance with the conditions of this Article.
- L18.03 The period over which salary is to be deferred and accumulated, the amount deferred, and the year in which the leave is to be taken shall be one of the following:
- (a) Two (2) years deferral of one-third annual salary in each year followed by one (1) year of leave;
 - (b) Three (3) years deferral of one-quarter of annual salary in each year followed by one (1) year of leave;
 - (c) Four (4) years deferral of one-fifth of annual salary in each year followed by one (1) year of leave;
 - (d) Five (5) years deferral of one-sixth of annual salary in each year followed by one (1) year of leave.
- L18.04 In each year of the Plan preceding the year of the leave, the teacher will be paid a reduced percentage, in accordance with the terms selected above, of that teacher's regular grid salary plus all allowances. Teacher benefits will be calculated according to the terms of the current Collective Agreement between the Board and the Union based upon the teacher's annual salary rate had the teacher not participated in the Plan.
- L18.05 The provisions of the Plan are subject to the regulations governing the Ontario Teachers' Pension Plan Board and Revenue Canada, which may be amended from time to time.

- L18.06 A teacher returning to duty after leave shall, subject to the provisions of Article L4.00, be reinstated in the same position held prior to the leave with no loss of seniority, allowances or benefits accrued to the commencement of the leave. Seniority shall accumulate during the year of leave. That teacher shall then be paid at the rate of one hundred (100) percent of basic salary schedule, category placement plus allowances in effect for the current year.
- L18.07 Leaves may be deferred for one year under circumstances which do not permit the leave to be taken at the time originally contemplated.
- L18.08 The one (1) year period of leave shall be the period from September 1 to the following August 31 inclusive, or such other twelve (12) month period as may be mutually agreed.
- L18.09 It is understood that the teacher is responsible for and must arrange for payment of all annual fees due to the Ontario College of Teachers during the period of the leave.
- L18.10 Conditions
- (a) By January 15 in any school year, a teacher, qualified as in paragraph L18.02 above, shall submit to the Associate Director - Equitable Education a completed application form for participation in the Plan, setting out the deferral program and the payment option proposed.
 - (b) The Associate Director - Equitable Education shall forward a written acceptance, or denial with explanation, to the teacher by March 1 of the school year in which the request is made.
 - (c) A denial may be appealed to a Committee of three (3), consisting of the Director or designate and one (1) member of the Bargaining Unit and one (1) Trustee. The decision of the appeal committee shall be final.
- L18.11 Following Board approval, the teacher and the Board shall enter into a written agreement setting out the terms of the Plan agreed to in compliance with the conditions of this Article. This may be amended by mutual agreement in writing prior to March 1 of any year and in accordance with the terms of the Plan.
- L18.12
- (a) A teacher who applies for a leave and is granted a leave shall have the option of withdrawing from the Plan at any time prior to the leave, up to and including March 1 of the year in which the leave is to commence.
 - (b) A teacher may, for medical reasons, be released from a self-funded leave agreement at any time up to the date the leave begins, with the understanding that this teacher not return to his/her teaching duties until

the semester following the scheduled commencement of the cancelled leave.

- L18.13
- (a) The deposit of all funds retained under provisions of the Plan shall be to the financial institution of the teacher's choice. The teacher shall advise the Comptroller of Finance of this choice by April 15 of the year in which the approval to participate in the Plan is given. Any subsequent change shall be made between the teacher and the financial institution.
 - (b) Once these funds are deposited in the financial institution, the Board assumes no responsibility for the investment or disbursement of any funds belonging to any teacher in this Plan.
 - (c) During the year of the leave the teacher shall arrange with the financial institution a method of repayment of accumulated monies and interest.
 - (d) During the year of the leave the teacher shall retain all benefits which shall be paid 50% by the teacher and 50% by the Board, exclusive of L.T.D., which shall continue to be paid 100% by the teacher. The teacher's share of the cost of benefits shall be paid by automatic debit, and the teacher shall provide the Board with necessary and sufficient information to facilitate and implement that process.
 - (e) Neither the Durham District School Board nor District 13, O.S.S.T.F. accept any responsibility to, or on behalf of participants in the Plan, except as required by law or explicitly stated in this Article.
 - (f) Should any teacher who is enrolled in the Plan leave the employ of the Board, that teacher's enrolment in the Plan shall terminate.
 - (g) During the year of the leave, it will be the teacher's responsibility to make arrangements with the Ontario Teacher's Pension Plan Board to purchase the service credit.

Article L19.00 – General Provisions

L19.01 Copying of Collective Agreement

As soon as possible, after ratification of the Agreement, each member of District 13 OSSTF shall receive an electronic copy of this agreement by email. Upon ratification, each party will be provided with three (3) fully-executed original copies of the Agreement.

L19.02 Relocation Allowance

The Board agrees to pay a relocation allowance of \$700.00 to any teacher, subject to the following conditions:

- (a) Such an allowance shall be paid to any teacher who is asked by the Board or its designate to take another position in another school if the transfer results in a change of residence and takes the teacher from one of the Pickering, Ajax, Whitby or Oshawa schools to one of the four northern schools or vice-versa.

If the transfer does not result in a change of residence, the allowance will only be paid for one such transfer and shall not apply should the teacher subsequently be transferred back to either one of the four northern schools or one of the Pickering, Ajax, Whitby or Oshawa schools as the case may be.

- (b) This allowance shall not be applicable to any teacher who requests and accepts a change in school for personal reasons, or is promoted.
- (c) This allowance shall not be paid to teachers who transfer according to Article L4.00 in order to retain a teaching position with the exception of those teachers transferring to or from Brock High School.

L19.03 Personnel File

- (a) A teacher will have access during normal business hours to his or her personnel file, by prior appointment with the Supervisor of Employee Records and in the presence of the Supervisor of Employee Records or designate. The teacher may request copies of any document contained in this file.
- (b) At the teacher's request, s/he may be accompanied by one other person, who may have access as determined by the teacher.
- (c) A teacher who questions the accuracy or completeness of information in his or her personnel file may provide to the Board, in writing, a rebuttal or explanatory letter that will be date-stamped and placed in the file upon request.
- (d) Where the Board exercises its discretion to amend information in a teacher's personnel file upon receipt of and in response to the submission set out in (c) above, the Board will provide to the teacher a copy of the amended information.

L19.04 Federation Access

District 13, OSSTF may be permitted to carry out Federation business on the Board's premises, without charge, upon request in advance of such activity, and at a location and time determined by agreement between OSSTF District 13 and the Associate Director - Equitable Education.

L19.05 Statistics

The Board will provide the Bargaining Unit with statistical data and information encompassing the current address, qualifications, allowances, salaries and benefits and employment status of teachers, and information regarding teacher timetables and class size by school, for the purposes of collective bargaining and contract maintenance.

L19.06 School Year

The Board agrees that the school year will be no longer than the minimum required by Regulation in the Education Act.

Article L20.00 – Resignation and Retirement

L20.01 A teacher shall notify the Board in writing, of the teacher's intention to resign or retire at least four (4) weeks prior to the date of resignation or retirement. The Teachers' Bargaining Unit President will receive a copy of the Board's acknowledgment of the resignation or retirement.

L20.02 Nothing herein prevents a teacher and the Board from mutually agreeing to the teacher's resignation or retirement at any time.

Article L21.00 – Staff Meetings

L21.01 All teachers are required to attend a monthly staff meeting at the location they are assigned as scheduled by the Principal. Staff meetings will run for approximately one hour in length. The Principal will send out the meeting dates to teachers for the school year each September.

Article L22.00 – Health and Safety

L22.01 The Board shall provide new and current employees with the appropriate health and safety training to conduct their jobs.

Dated at Whitby, Ontario this 12th day of November, 2020.

For the Board:

For the Federation:

Sheepwash

Phil Kelly

Steph Niells

Shane Searcy

J. K.

Nicole Glean

R. T. Hunt

David [unclear]

B. Kincler

[Signature]

[Signature]

Letter of Intent #1 – Re: Modified School Year

Each school year where a modified school year is implemented at one or more of the Board's schools, the parties shall meet to identify and resolve those issues in the collective agreement which will require amendment in order to implement that program.

Letter of Intent #2

This will confirm that it is the Board's intent, for the life of the Collective Agreement, to ensure that one of the legislated professional development days is jointly run by the Board and the Bargaining Unit.

Letter of Understanding #1 – Re: Health and Safety

Through the Joint Employee Relations Committee, the Board will share with the Union, Board-wide summary data regarding incidents reported through the Safe Schools Incident Reporting Form.

The Board is committed to maintaining the Student Briefs in hard copy in the main office to be accessible by staff. Student Briefs will be communicated to all teaching staff annually and staff will be advised when additions are made for staff to access.

Letter of Understanding #2 – Re: Class Size

The Parties acknowledge the following language consistent with Part A:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

COLLECTIVE AGREEMENT

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

(hereinafter called the "OSSTF")

Representing

**The Occasional Teacher Bargaining Unit of District 14, Ontario
Secondary School Teachers' Federation
(hereinafter called "District 14, OTBU")**

And

**THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD
(hereinafter called the "Employer")**

Effective

September 1, 2019

to

August 31, 2022



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Part A: Central Terms

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:

- b) Notice to commence bargaining shall be given by a central party:
- i. within 90 (ninety) days of the expiry of the collective agreement;
or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 **DEFINITIONS**

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 **CENTRAL LABOUR RELATIONS COMMITTEE**

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.

- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:

- i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed

the grievance may, within a further 10 days, refer the grievance to arbitration.

- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms. The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:

- i. September 1, 2019: \$5709/FTE
- ii. September 1, 2020: \$5937/FTE
- iii. September 1, 2021: \$6174/FTE

- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:

- i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time

- payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
- ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown,

shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount</u> <u>(a)</u>	<u>Employer % Co-Pay</u> <u>(b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.

- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.

- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be

paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall

meet at least quarterly each year to discuss new initiatives, including implications for training, resources.

- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and

privileges under the collective agreement in accordance with local provisions.

- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)		Employee Signature:									
Employee ID:		Telephone No:									
Employee Address:		Work Location:									
1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one:											
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3											
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.											
First Day of Absence: _____		General Nature of Illness (<i>please do not include diagnosis</i>): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision-Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (Examples: <i>Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy			

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

LETTER OF AGREEMENT #1

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima,

where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6 (1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;

- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries;
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF-provincial or local units in respect of benefits; and,
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards.

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY
LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION
UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.

- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be

considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

4.1.1 The Government of Ontario will provide:

- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
- b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
- d. The Trust shall retain rights to the data and the copy of the software systems.

4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.

4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.

4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.

- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.

- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.

5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
- b. Fund claims stabilization or other reserves;
- c. Improve plan design;
- d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION
UNTIL AUGUST 31, 2019**

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to

exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;

2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that

have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

Part B: Local Terms

Article L1 Purpose

- L1.01 It is the desire of the parties to specify within this Collective Agreement the terms and conditions under which Occasional Teachers covered by this Agreement are employed and the salary, monetary benefits, and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.

Article L2 Recognition

- L2.01 The Employer recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the exclusive bargaining agent for every Occasional Teacher who is on the Employer's List of Occasional Teachers who may be assigned to a Secondary school.
- L2.02 The Employer recognizes the negotiating team of the Occasional Teacher Bargaining Unit of District 14, OSSTF (OTBU), hereinafter referred to as "the OTBU", as the agent authorized to negotiate on behalf of OSSTF.
- L2.03 Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation of this Collective Agreement.

Article L3 Duration and Renewal

- L3.01 Duration and Renewal provisions are provided in Section C2.00 of Part A - Central Terms.
- L3.02 The parties shall meet within fifteen (15) days from the date of the notice pursuant to Article L3.01 or within such further period as the parties agree upon.
- L3.03 Changes can be made to Part B - Local Terms of this Collective Agreement with the mutual written consent of the parties. The OSSTF consent is subject to ratification by its membership.
- L3.04 This Local Collective Agreement shall supersede all such prior Local Collective Agreements between the parties and shall form the basis for the determination of all salaries and other conditions defined herein.

L3.05 No Strike or Lock-out

There shall be no strike or lock-out during the term of this Collective Agreement. The terms “strike” and “lock-out” shall be as defined in the Ontario Labour Relations Act.

Article L4 Definitions

L4.01 “Assignment” means a minimum of one (1) period of Occasional Teaching.

L4.02 “Available to Teach” means an Instructional day on which the OT is not booked unavailable in the Teacher Dispatch System.

L4.03 “Classifications” shall mean subject areas in the Teacher Dispatch System in which an Occasional Teacher is willing to teach. This includes the subject areas recorded on the Occasional Teacher’s Certificate of Qualification.

L4.04 “Full Day” means an Assignment that includes 3 periods.

L4.05 “Group A” shall mean Occasional Teachers seeking daily occasional work, who are not restricted by the definitions in “Group B.

L4.06 “Group B” shall mean Occasional Teachers who meet any one of the following criteria:

- i. Retired on a pension pursuant to the Ontario Teachers’ Pension Plan;
- ii. On Leave of Absence;
- iii. Working in a Long Term Assignment with the Employer; or
- iv. A member of more than one Teacher/Occasional Teacher Bargaining Unit with the Employer.

L4.07 “List” means a list of all Occasional Teachers holding a current Certificate of Qualification from the Ontario College of Teachers, who have been accepted by the Employer to teach as Occasional Teachers in the Secondary panel.

L4.08 “Long-Term Occasional Teacher” shall mean a teacher who is required to teach for a period of ten (10) or more consecutive teaching days as a substitute for the same teacher.

L4.09 “Occasional Teacher” shall mean an “Occasional Teacher” as defined in the *Education Act*.

- L4.10 "Occasional Teacher Performance Appraisal" (OTPA) means a performance appraisal of a Long-Term Occasional Teacher.
- L4.11 "Short-Term Occasional Teacher" shall mean an Occasional Teacher who is not a Long-Term Occasional Teacher.
- L4.12 "Teacher Dispatch System" shall refer to the Employer's substitute employee management system.
- L4.13 "Teaching Days" shall mean Instructional Days and Professional Activity Days for which an Occasional Teacher is requested to attend in the Secondary panel.

Article L5 Federation Fees

- L5.01 On each pay date for which an Occasional Teacher receives a pay, the Employer shall deduct from each Occasional Teacher the OSSTF dues and any levy chargeable by OSSTF. The amounts shall be determined by OSSTF in accordance with its constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- L5.02 The OSSTF fees deducted in Article 5.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, their S.I.N., and the amounts deducted, and the number of days worked in the period.
- L5.03 Any levy authorized by OSSTF and directed to the OTBU shall be deducted and remitted to the Treasurer of District 14, OSSTF no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Occasional Teachers, their S.I.N., and the amounts deducted, and the number of days worked in the period.
- L5.04 OSSTF and/or the OTBU, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and remitted to OSSTF and/or the OTBU.
- L5.05 Upon the direction of the OTBU Executive, the Employer agrees to deduct the appropriate levy from Occasional Teachers and submit it to the OTBU. The OTBU agrees to provide sixty (60) calendar days notice to the Employer, but such levy will not apply retroactively.

Article L6 Rights and Responsibilities

L6.01 Management Rights

Save and except to the extent specifically modified or curtailed by any provision(s) of this Collective Agreement, the right and responsibility to manage the business of the Employer is vested solely and exclusively with the Employer. The Employer and OSSTF agree that they will exercise their rights in accordance with the terms and provisions of this Collective Agreement and with the prevailing statutes and regulations governing in the province of Ontario.

L6.02 Copies of the Collective Agreement

The Collective Agreement will be made available to all staff through the Employer's internal and external website.

L 6.03 Employer Policies and Procedures

New Employer Policies and Procedures and updates of current ones shall be forwarded electronically to the OTBU President within thirty (30) days of the Employer's approval.

L6.04 Use of Employer's Premises

The Employer agrees to be cooperative with OSSTF - District 14 about carrying out District 14 business on the Employer's premises provided that no costs are incurred by the Employer. Requests for the use of the Employer's premises shall be made to the Human Resource Services Designate.

L6.05 No Discrimination

The parties agree that there shall be no intimidation, discrimination, restraint or coercion exercised against any person in regard to employment, terms or conditions of employment because the person exercises rights under this Collective Agreement, or participates in the activities of the OSSTF.

Article L7 Just Cause

L7.01 No Occasional Teacher shall be discharged, demoted or disciplined except for just cause. In the event of the discharge of a probationary Occasional Teacher, the single Arbitrator or the Board of Arbitration shall

apply a lesser standard than would apply for an Occasional Teacher who has completed the probationary period.

Article L8 Representation

- L8.01 When a Principal or Supervisor calls an Occasional Teacher to a meeting which may result in discipline, the Principal or Supervisor shall inform the Occasional Teacher about the nature of the meeting. In advance of such a meeting the Occasional Teacher will be advised to their entitlement to OSSTF representation.
- L8.02 The Employer shall provide release time at the recognized daily rate for the OSSTF Negotiating Team for the purposes of negotiating a new Collective Agreement. Such time shall be provided for up to four (4) members and not to exceed three (3) instructional days per team member at no cost to the OTBU.

Article L9 Teacher Evaluation

- L9.01 A Long-Term Occasional Teacher whose assignment is longer than three (3) months may request a Performance Appraisal by a Principal. Such a request must be made by the Occasional Teacher no later than ten (10) days prior to the end of the Long-Term Occasional assignment. The Principal, or designate, completing the Appraisal shall use the Employer's Occasional Teachers' Performance Appraisal process (OTPA).
- The Board will endeavor to provide the Occasional Teacher at least 48 hours' notice before a classroom observation for the purpose of a Performance Appraisal.
- L9.02 A Teacher may have OSSTF representation at any meeting which is part of or results from Performance Appraisal procedure following a Performance Appraisal which was rated unsatisfactory.
- L9.03 When a Teacher receives a Performance Appraisal which was rated unsatisfactory the Employer shall forward a copy of the report to the OTBU President provided that the Occasional Teacher has authorized the Employer, in writing, to forward such a report.

Article L10 Personnel File

- L10.01 An Occasional Teacher, upon written request, shall have access within five (5) Teaching Days to that teacher's personnel file in the presence of a Supervisory Officer or designate. The teacher shall have the right to obtain copies of any material contained in such files, and to place material in the file in response to any adverse report.
- L10.02 The teacher shall be provided with a copy of any documentation regarding the teacher's performance or conduct that is to be placed in the teacher's file.
- L10.03 Documents of a disciplinary nature and/or letters of expectation contained in the teacher's personnel file, shall be removed upon the request of the Occasional Teacher after two (2) years, provided the Occasional Teacher remains discipline-free during that time. Notwithstanding the foregoing, disciplinary materials and/or letters of expectation pertaining to physical or sexual misconduct, affecting the safety of students and/or staff shall remain in the personnel file.
- L10.04 All documents of a disciplinary nature shall be contained in the teacher's personnel file in Human Resource Services.

Article L11 Statistics

- L11.01 Upon written request, the Employer will provide to the OTBU statistical data and information relevant for the negotiation and administration of this Collective Agreement. With regard to any information provided to the District concerning its members, either individually or collectively, the OTBU, shall save the Employer harmless from any and all claims, actions, or proceedings that may otherwise result from the release of such information. The District agrees to maintain personal information as confidential information to be used with discretion and solely for the purpose of representing its members.
- L11.02 The Employer shall provide the OTBU President by September 30 of each year, a letter stating the total number of days of Secondary Occasional Teaching days worked for the Employer during the previous school year.

Article L12 Probationary Period

- L12.01 An Occasional Teacher shall be considered to be a probationary Occasional Teacher for the first thirty (30) days worked.

Article L13 Occasional Teacher List

- L13.01 The Employer will maintain the Occasional Teacher list, acknowledging both the Employer's requirement to staff schools and the OTBU's need to maximize work for Occasional Teachers. Both the Employer and the OTBU agree to jointly monitor the List. The List will consist of two categories:

- a) Group A will represent Occasional Teachers who have no restrictions on the number of days available to work. There will be a maximum of one hundred and forty (140) Occasional Teachers on the Occasional Teacher List A.
- b) Group B will represent Occasional Teachers who are on Long-Term assignment, approved leave of absence, employed in another bargaining unit of the Employer, or retired on a pension pursuant to the Teachers' Pension Plan with statutory restrictions on number of days of work as an Occasional Teacher.

If the Human Resource Services Designate determines that the number of Occasional Teachers available does not meet the needs of the system, additional Occasional Teachers may be added to the list following consultation with the OTBU President.

- L13.02 An Occasional Teacher may be a member of more than one Teachers' Bargaining Unit.

L13.03 Occasional Teacher Availability

It is an expectation of the Employer that an Occasional Teacher will be available to work most Teaching days, nevertheless, circumstances occur where an Occasional Teacher may not always be available to work for the Employer.

- a) An Occasional Teacher in Group A will only be eligible to make themselves unavailable for work in the Teacher Dispatch System for up to fifty (50) days per semester, subject to c) below.

- b) A teacher who is unavailable for any period of time less than twenty (20) consecutive Teaching Days, including unavailability due to personal illness, is responsible for declaring themselves unavailable in the Teacher Dispatch System.
- c) Periods of unavailability for more than twenty (20) consecutive Teaching Days will be considered a Leave of Absence and subject to approval in accordance with Article 16.01.
- d) An Occasional Teacher released on Federation leave will not be deemed unavailable on that day.
- e) An Occasional Teacher who accepts employment with the Employer will not be deemed unavailable on that day.
- f) An Occasional Teacher on an approved Leave of Absence will not be deemed unavailable for the duration of the Leave. Notwithstanding, for an Occasional Teacher on an approved Leave of Absence to work for another school board, the number of unavailable days shall be prorated for the remainder of the semester.
- g) Occasional Teachers shall include in their Teacher Dispatch Profile at least four (4) of the Employer's Secondary Schools, and at least ten (10) classifications.

L13.04 Removal from the List

- a) An Occasional Teacher's name shall remain on the List from semester to semester until the Occasional Teacher requests removal in writing, unless removed by the Employer for one of the following reasons:
 - i. Just Cause;
 - ii. Failure to maintain current Ontario College of Teachers membership and provide the Board with proof of such upon request;
 - iii. Membership is revoked or suspended by the Ontario College of Teachers;
 - iv. Failure to work thirty (30) days within a school year, provided the Occasional Teacher is offered assignments that are within the

Occasional Teacher's dispatch system profile. In the event that the teacher is on an approved leave of absence for a portion of the school year, the days worked requirement will be prorated;

- v. Failure to comply on two occasions with the seventy-two (72) hour notification process for cancellation of a predetermined daily assignment, pursuant to Article 14.05, following notification, on each occasion, by the Employer to the Employee and the OTBU president;
 - vi. Failure to notify the Employer of unavailability of more than twenty (20) consecutive Teaching Days, pursuant to Article 16.01(f); or,
 - vii. Failure to be available for work as outlined in Article L13.03 a). This will not apply during a period of time when the occasional teacher was on an Employer approved leave.
- b) Removal from the List will be done in consultation with the OTBU President.
- c) No Teacher's name shall be removed from the List because of unavailability due to pregnancy, long-term illness, or Federation Leave, provided that the Teacher provides advance notice to the Human Resource Services designate. Such notice will be submitted in writing or by electronic copy and will include the duration of the unavailability.

L13.05 Dispatch Procedure

- a) Occasional Teachers will be dispatched primarily through The Teacher Dispatch System. It is understood that a combination of preferred lists may be used for certain subject/curriculum areas or emergency/unique situations.
- b) All preferred lists in use will be provided to the OTBU President on or before October 1st and Feb 15th.
 - i. The Teacher Dispatch System will dispatch Occasional Teachers based on their Profile, which includes qualifications, schools, classifications, and availability.
 - ii. All Occasional Teachers holding a Certificate of Qualification in the subject discipline shall be called for a Short Term assignment

before calling a person who does not hold that Certificate of Qualification in a subject discipline.

- iii. Notwithstanding a) and b) above, priority will be given to any Occasional Teachers in the school with a part-time Long-Term Occasional or part-time permanent assignment. The Employer will endeavour to distribute these assignments in a fair and equitable manner.

- L13.06 The Employer shall furnish to the OTBU President a breakdown of the membership, based on current placement in Groups A or B on or before October 1, February 15 each school year.
- L13.07 When an Occasional Teacher is employed on a Letter of Permission, the OTBU President shall be notified in writing within five (5) Teaching days.
- L13.08 An Occasional Teacher shall notify the Human Resource Services Designate, in writing, of any change of address and/or telephone number required by the Employer to contact the Occasional Teacher regarding teaching assignments.

Article L14 Working Conditions

L14.01 Short Term Occasional Teachers

The amount of instructional time assigned to a Short Term Occasional Teacher shall not exceed the maximum Instructional time normally assigned to a full-time Teacher.

L14.02

- a) Short-Term Occasional Teacher may be offered an assignment for less than a Full Day. Payment for an assignment of less than a Full Day, shall be pro-rated as per the pro-rating for a regular Teacher teaching the same instructional time.
- b) Each Occasional Teacher shall have a daily scheduled interval between classes for lunch break that is not less than forty (40) consecutive minutes free from regular, supervisory teaching or other assigned duties.
- c) In the event of the early dismissal of students resulting from emergency conditions, an Occasional Teacher shall be paid for the remainder of the assignment.

- L14.03 The Employer shall give a minimum of two (2) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged Short Term assignment occur without two (2) hours notice and the Occasional Teacher reports to work, then the Occasional Teacher will be assigned teaching duties for which the Occasional Teacher will be paid equivalent to the duration of the cancelled assignment to a maximum of two-thirds (2/3) of a day.
- L14.04 An Occasional Teacher in a Short Term Assignment shall not be considered late for an assignment as a result of a late request to report for such assignment provided that the Occasional Teacher arrives within a reasonable time of receiving such late request. The Occasional Teacher shall make every effort to inform the school, for which a late-call assignment has been accepted, of the Occasional Teacher's anticipated arrival time.
- L14.05 When an Occasional Teacher accepts a pre-determined daily assignment such assignment will not be cancelled by the Occasional Teacher within seventy-two (72) hours preceding the commencement of the assignment, in order to accept a different assignment, or accept an assignment in another school board jurisdiction unless agreed to by the Employer.
- L14.06 **Long-Term Occasional Teachers**
- a) The salary for a part-time Long Term Occasional Teacher shall be pro-rated in accordance with Article 9.14 of the District 14 OSSTF Teachers' Bargaining Unit Collective Agreement. [See Appendix A.](#)
 - b) A Long-Term Occasional teacher shall be placed on the current District 14 Secondary Teachers' Salary Grid in accordance with the teacher's recognized teaching experience and Category Placement effective on the tenth (10th) consecutive day of teaching and retroactive to the first day the teacher began the Long-Term Assignment.
 - c) The continuous employment of a Long-Term Occasional Teacher shall be deemed to be unbroken in the event of an emergency school closure or inclement weather.
 - d) A Long-Term Occasional Teacher who is appointed to a Position of Responsibility, shall be paid the responsibility allowance for the position.

L14.07 Termination of Long-Term Occasional Teaching Assignments

In the event that a Long-Term Occasional Assignment is to be terminated prior to the originally scheduled termination date due to the early return of the permanent teacher, the teacher will be given five (5) teaching days' notice or five (5) days' pay in lieu of notice. Notice or pay in lieu of notice shall not apply in the case of termination for cause or termination within the probationary period.

L14.08 When an Occasional Teacher substitutes for a teacher who is receiving travel allowance, the Occasional Teacher is entitled to the same travel allowance.

L14.09 Extra-curricular activities are voluntary and the Employer agrees to continue to regard such activities as voluntary.

L14.10 Fifth Disease

When a medically confirmed case of Fifth disease becomes known in a school, the Board's protocol on Fiftths will be followed.

Article L15 Vacancies

L15.01 Where a known vacancy for a Long-Term Occasional position occurs, the Employer will post the vacancy electronically using the Employer's established postings management system. A minimum of three (3) calendar days in August will be given for Occasional Teachers to submit their applications. All other application times during the year will be a minimum of three (3) Teaching days.

Subject to operational requirements, the Employer will endeavour to have a period of time during July and August when no postings will be advertised to the system. By June 30 each year, the Employer will communicate to teachers and principals the period of time where no postings will be advertised.

L15.02 All qualified and eligible Occasional Teacher applicants who have completed the probationary period shall be granted an interview. However, when there are more than three (3) qualified and eligible Occasional Teacher applicants, principals may short-list to a minimum of three (3) applicants for interview purposes.

L15.03 Any Occasional Teacher who is successful in obtaining a three (3) period assignment for the first semester or a five (5) period or greater

assignment LTO posting for the upcoming school year during the spring/summer staffing process will not be eligible to apply for any positions having a commencement date that begins prior to the end of their spring/summer posting. After July 15, any occasional teacher who is successful in obtaining a two (2) period assignment in a semester will not be eligible to apply for any positions unless:

- the assignment fits with their current part-time schedule; or,
- it is a 3 period assignment for semester 1 or a 5 period or greater assignment for the upcoming school year; or,
- the assignment has a commencement date that begins after their spring/summer posting ends.

Teachers who accept a less than a three (3) period assignment in a semester will be locked into their assignment five (5) week days prior to the job commencing.

L15.04 An Occasional Teacher who is currently teaching in a Long-Term assignment with a fixed end date, shall not be eligible to apply for a new Long-Term Assignment that commences before that end date.

An Occasional Teacher who is currently teaching in a Long-Term Assignment without a fixed end date is eligible to apply for new Long-Term Assignments with a known end date for semester 2, provided the posting for the assignment closes ten (10) working days prior to the start of the second semester.

L15.05 When an LTO is filled, the OTBU President will be advised by e-mail.

L15.06 **Secondary Teaching Positions**

The Employer will consider the written applications from Occasional Teachers who have completed two or more successful Long-Term Assignments with a minimum total full time equivalent time of ten (10) months , and who are currently on the Occasional Teacher List who are interested in full-time or part-time permanent employment prior to considering the applications of external candidates. Notwithstanding the above, this article will not apply for specialist positions as identified under the Education Act and it's regulations, programs involving ESL, NSL, or instrumental music.

L15.07 Wherever possible, a Long-Term Occasional Assignment will have a fixed end date when posted.

Article L16 Leaves

L16.01 Leaves of Absence

- a) Subject to the approval of the Human Resource Services Designate, an Occasional Teacher shall be granted a Leave of Absence for more than twenty (20) consecutive days, up to and including one (1) school year, provided the Occasional Teacher is not disrupting a Long-Term Occasional Teaching assignment and has at least two (2) years of continuous employment as a secondary occasional teacher with the Employer. During the leave, the Occasional Teacher's name shall be noted as on "Employer Approved Leave" on the Secondary Occasional Teacher List.
- b) Unless otherwise requested, the Occasional Teacher's status on the Secondary Occasional Teacher List will be shown as "active" upon return to work at the end of the leave.
- c) Notwithstanding the above, subject to the approval of the Human Resource Services designate an occasional teacher may be granted a one time extension of up to one (1) year to his/her leave of absence if submitted to the Employer before June 30 of the school year.
- d) The Employer shall notify the OTBU of all leaves granted and reinstatement of the teachers to the List by way of the periodic lists provided in accordance with Article 13.06.
- e) Where Leave is granted to participate in Federation activities, such leave will not constitute a break in continuous teaching days for purposes of qualifying as a Long-Term Occasional Teacher.
- f) In the event an Occasional Teacher is going to be unavailable for a period of twenty (20) consecutive days or more during the school year, written notification or electronic notification must be supplied to Human Resource Services.

L16.02 Other Leaves of Absence for Long-Term Occasional Teachers

a) Bereavement Leave

- i. Leave of Absence without loss of pay shall be granted to a maximum of three (3) Teaching Days in the case of the death of an immediate member of his/her family for the purpose of arranging for and attending the funeral. Immediate member of the family shall mean spouse, mother, father, daughter, son, sister,

brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild.

- ii. Leave of Absence without loss of pay shall be granted to a teacher to a maximum of one (1) Teaching Day to attend the funeral of an aunt, uncle, niece, or nephew.
- iii. At the discretion of the Human Resource Services Designate, up to two (2) additional Teaching Days may be granted to meet exigencies of distance and special circumstances.

b) Quarantine Leave

Quarantine leave without loss of pay shall be granted to a Long-Term Occasional Teacher for a period of quarantine when declared by the Medical Officer of Health or designate. For a Daily Occasional Teacher, days booked off shall not be considered days booked as unavailable.

c) Jury or Witness Leave

Leave without loss of pay shall be granted to a Long-Term Occasional Teacher to serve as a juror or to respond to a subpoena as a witness in any proceedings to which the Long-Term Occasional Teacher is not a party or one of the persons charged, provided that the Long-Term Occasional Teacher pays to the Employer any fee, exclusive of traveling and living expenses, that the teacher receives as a juror or as a witness.

Leave shall be granted to Daily Occasional Teachers to serve as a juror or to respond to a subpoena as a witness in any proceedings. Days booked off for Jury or Witness Leave shall not be considered days booked as unavailable.

d) Personal Leave

A Long-Term Occasional Teacher working in a full-year LTO may be granted three (3) days leave of absence without pay during the term of the Occasional Teacher's assignment for the purpose of attending to personal needs. A Long-Term Occasional Teacher working in a partial year LTO may be granted two (2) days leave of absence without pay during the term of the Occasional Teacher's assignment for the purpose of attending to personal needs. Arrangements for such leave shall be made with the Principal.

e) Pregnancy / Parental Leave

An Occasional Teacher shall be granted Pregnancy/Parental Leave in accordance with the "Employment Standards Act".

- i. The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- ii. SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- iii. Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- iv. Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- v. The teacher must provide the Employer with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- vi. Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- vii. For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- viii. Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.

- ix. If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- x. The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- xi. Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases, the pregnancy benefits shall commence on the first day after the unpaid period.
- xii. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- xiii. An Occasional Teacher who commences or returns from pregnancy/parental leave during a long-term occasional assignment shall receive teaching experience for the duration of the long-term occasional assignment where the Occasional Teacher is on leave, provided the Occasional Teacher works a portion of the long-term occasional assignment.

f) Paternity/Adoption Leave

A leave of one (1) day without loss of pay or interruption of service shall be granted to a Long Term Occasional Teacher for the birth of the teacher's child or to receive a child through adoption.

g) Sick Leave

Sick Leave provisions are provided in [Section C9.00](#) of Part A-Central Terms.

An employee has the right to union representation at any meeting where a return to work/accommodation program is being discussed. The employer shall notify the employee of this right.

L16.03 Federation Leave

- a) The employer will grant fifteen (15) days paid release time per school year to the president of the union (or designate) in order to conduct union business. The employee will be paid the grid rate the employee would have earned teaching for the employer. Any leave after 15 days will be reimbursed by the OTBU.
- b) Upon application by the OTBU President, release time to a maximum of twenty (20) days per school year shall be granted to OTBU for the purpose of releasing Occasional Teachers in order to carry out Federation business and
 - i. the released Occasional Teacher shall be credited with these days as days worked; and,
 - ii. the OTBU will reimburse the Board for the full cost of the Occasional Teacher's salary and benefits, if applicable; and,
 - iii. in accordance with the Letter of Understanding concerning WSIB coverage for release time, the OTBU will provide WSIB coverage for such days.
- c) Notwithstanding b) above, the OTBU President may request additional release time for the purpose of releasing Occasional Teachers to carry out Federation Business. Requests under this article shall be made no later than ten (10) working days prior to the date of the requested release, and the requests are subject to the approval of the Employer.
- d) The OTBU Unit shall notify the Employer of the names of members to receive such Federation Leave. Where possible, reasonable notice of such Leave will be provided.

Article L17 Benefits

L17.01 Benefits for occasional teachers will be subject to the Central Agreement.

Occasional teachers not eligible for benefits under the OSSTF ELHT may be eligible for benefits under the OCM OTIP Plan, provided the carrier permits.

L17.02 Employee Assistance Plan (EAP)

Where the Employer and the Union agree to share the cost of an Employee Assistance Plan (EAP), the cost will be shared on a 50/50 basis. Any changes to the current EAP arrangement may only be done by the mutual consent of the Employer and the Teachers. The contribution of each teacher will be to a maximum of \$20 annually, deducted at source.

Article L18 Rates of Pay

L18.01 All salary rates set out in this Article include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.

L18.02 The daily rates of pay shall be as follows:

a) Casual Occasional Teacher - Qualified

Effective 1 September 2008 the divisor will be 1/200 of Category 1 Year 0 of the salary grid in the OSSTF District 14 Collective Agreement.

Column A	Column B	Column C
Effective Date:	Divisor for Category 1, Year 0 of Teacher Collective Agreement	Daily Rate as calculated from column B
September 1, 2019	1 / 200	\$235.05
September 1, 2020	1 / 200	\$237.40
September 1, 2021	1 / 200	\$239.78

b) A Long-Term Occasional Teacher shall be placed on the current District 14 Secondary Teachers' Salary Grid in accordance with the teacher's recognized teaching experience and category placement effective on the tenth (10th) consecutive day of teaching and retroactive to the first day the teacher began the Long-Term assignment.

L18.03 Category Definitions and Teacher Qualifications

a) Category definitions shall be those established by the Ontario Secondary School Teachers' Federation. For the purpose of salary categorization, the Employer recognizes the Certification Rating Statement issued by the Qualifications Evaluation Council of Ontario (QECO). In case of a dispute the ruling of the OSSTF Certification

Appeal Board shall be final. Deviations from the policy which are applicable to District 14, OSSTF, are contained in Articles 18.03(b) to 18.03(d).

- b) Changes in qualification which result in a teacher being placed in a higher category shall be effective September 1, provided that:
 - i. the course of study is completed prior to September 1;
 - ii. examination(s) is (are) passed; and,
 - iii. written documentation showing successful completion of the examination(s) is received by the Human Resource Services designate on or before June 30 of the current year.
- c) Changes in qualifications which result in a teacher being placed in a higher category shall be effective January 1, provided that:
 - i. the course of study is completed prior to December 31 of the preceding year;
 - ii. the examination(s) is (are) passed; and,
 - iii. written documentation showing successful completion of the examinations(s) is received by the Human Resource Services designate on or before June 30 of the current year.
- d) Changes in qualifications which result in a teacher being placed in a higher category shall be effective March 1, provided that:
 - i. the course of study is completed prior to February 28;
 - ii. the examination(s) is (are) passed; and,
 - iii. written documentation showing successful completion of the examinations(s) is received by the Human Resource Services designate on or before June 30 of the current year.

L18.04

Additional Experience

- a) Effective September 1, 2008, partial years of experience shall be counted as full years for grid placement. Salary increments will be recognized as of September 1.
- b) Accumulation of experience for salary purposes shall not exceed ten (10) months credit for the period September 1 to August 31 inclusive.

Additional Teaching Experience

- a) Teachers who provide proof of secondary school experience outside of Ontario and who held Ontario qualifications as defined by the Ontario College of Teachers, or equivalent, while the experience was acquired either in Canada or out-of-country, shall receive recognition on the grid for this experience. Membership in the Ontario College of Teachers is not a requirement for such recognition. Recognition for such experience must be applied for to the HR Specialist responsible for secondary teachers within three (3) months from the first day worked after being hired, and supported by appropriate documentation from the former employer(s) received no later than June 30 of the school year in which the teacher was hired.
- b) Notwithstanding the above timelines, later application for additional teaching experience recognition shall be effective the first day worked in the year of application provided that the appropriate documentation is received by the employer no later than June 30 of that school year.
- c) Teachers entering the secondary schools from the elementary schools, will have their elementary experience treated as secondary school experience for salary purposes only.
- d) Long Term occasional teaching experience, as defined in the Occasional Teacher Collective Agreement of this Employer, served with this Employer or other Boards of Education in Ontario, shall be accumulated and added to other partial years of experience for credit on the grid. Effective September 1, 2020, credit for daily teaching experience with the Employer (acquired after September 1, 2020) shall be accumulated and added to other partial years of experience for credit on the salary grid. It shall be recognized that twenty (20) full time equivalent days of accumulated experience shall equate to one-tenth of a year credit.
- e) For new hires to regular teaching positions only, Summer School and Night School teaching experience acquired with this Employer after September 1, 2000, shall accumulate for the purposes of grid placement at the rate of one (1) month (equals 20 days) for each full Summer or Night School credit course taught. Such experience shall be accumulated and added to other (partial) years of experience for credit on the grid, provided it is supported by appropriate documentation within two (2) months of the first day of work after being hired.

L18.06

Related Experience

- a) Related experience will be defined as those experiences gained through active employment in the fields of Business, Communications Technology, Computers, French Language, Indigenous Languages, Industrial, Music and Dramatic Arts at the time of hiring.
- b) Teachers who have Canadian University or Canadian Community College teaching experience shall receive recognition on the grid for this experience in accordance with (n).
- c) Recognition for related experience must be applied for within three (3) months from the first day worked after being hired, and supported by documentation from the former employer(s) received no later than June 30 of the school year in which the teacher was hired.
- d) Notwithstanding the above time-lines, later application for related experience recognition shall be effective the first day worked in the year of application provided that the appropriate documentation is received by the employer no later than June 30 of that school year.
- e) Related experience shall be equated to teaching experience for the purpose of grid placement as follows:

Related Experience Number of Years	Experience on Grid Number of Years
1	1
2	2
3	3
4	4
5	5

Related experience shall be based on the number of years, to a maximum of five (5).

- f) To be recognized, the Employer will review and determine related experience. Related experience must be in a field directly related to the subject being taught at the time of hire or in the year immediately following and have been acquired within the ten (10) year period immediately prior to commencement of teaching.
- g) At the time of hiring, the Employer shall notify the teacher of the additional teaching experience recognition and related experience recognition available to teachers.

- h) Notwithstanding L18.06 e) and in accordance with L18.06 f), those teachers who are applying for related experience in Hospitality, Construction, Manufacturing and Transportation shall receive up to a maximum of seven (7) years of related experience on the salary grid at the time of hiring. This article will apply to all new teachers hired after September 1, 2019.
- i) No teacher shall be hired at a salary higher than that being paid to a teacher of the incumbent staff having the same or equal qualification, approved experience and responsibility.

Article L19 Reporting

- L19.01 For the purpose of reporting hours worked for Employment Insurance, the Employer shall record each Full Day as eight (8) hours worked.

Article L20 Professional Activity Day

- L20.01 When a Professional Development Day falls within a Long-Term Assignment, the Long-Term Occasional Teacher shall be paid for that day provided they participate in the activities for the day and it shall be considered as part of the current assignment.
- L20.02 It is further understood that in the case of a Casual Occasional Teacher, a Professional Activity Day will be considered a non-teaching day, and as such will not constitute a break in continuous teaching days for purposes of qualifying as a Long-Term Occasional Teacher.
- L20.03 Where an Exam Day(s) fall within a Long-Term Assignment, the Long-Term Occasional Teacher shall be paid for that day(s) provided they participate in the activities for the day(s).

Article L21 Labour Management Committee

- L21.01 During the life of this Collective Agreement up to three (3) representatives of the Executive of the OTBU, and up to three (3) representatives of the Employer may meet to discuss matters of mutual concern. Such meeting(s) shall be established at the request of the President of the Occasional Teacher Bargaining Unit of District 14, OSSTF, or the Human Resource Services designate.
- L21.02 Occasional Teachers who serve as representatives of the OTBU on the Labour Management Committee shall be paid the appropriate rate of pay, when required to attend meetings which are called by the Employer and held during regular school hours.

Article L22 Grievance Procedure

L22.01 Definitions

- a) A “grievance” is defined as any matter arising from the interpretation, application, administration or alleged violation of this Collective Agreement including any question as to whether or not a matter is arbitrable.
- b) A “party” shall be defined as:
 - i. District 14, OTBU, and
 - ii. The Employer
- c) “Days” shall mean regular Teaching Days unless otherwise indicated.

L22.02 Arbitration

An Occasional Teacher shall have the right to have present a representative from OSSTF to assist the Occasional Teacher at any stage in this Grievance and Arbitration Procedure.

- a) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the parties fail to agree upon an arbitrator within fifteen (15) Teaching Days of receipt of the written notification of desire to move to arbitration the appointment shall be made by the Minister of Labour upon the request of either party.
- b) Upon request of either party the grievance shall be submitted to a Board of Arbitration. The written request shall contain the name of the first party's appointee to an arbitration board. The receipt of the notice shall within ten (10) Teaching Days inform the other party of the name of the appointee to the arbitration board. Where two appointees are so selected they shall within five (5) days of the appointment of the second of them appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an appointee or if the two appointees fail to agree upon a chair within five (5) days the appointment shall be made by the Minister of Labour upon the request of either party.

L22.03

Procedure

a) Informal Stage:

Any dispute to be recognized as a grievance must first be discussed by the Occasional Teacher with the Principal within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, the OTBU may file a formal grievance at Step One, within ten (10) days of the informal stage.

b) Step One:

The OTBU may initiate a written grievance with the Human Resource Services designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- i. a description of how the alleged dispute is in violation of the Collective Agreement;
- ii. a statement of the facts to support the grievance;
- iii. the relief sought; and,
- iv. the signature of the duly authorized official of the OTBU.

c) Step Two:

If no settlement is reached at Step One, the OTBU may, within ten (10) days of receipt of the written reply of the Human Resource Services designate, refer the matter to the Employer. The Employer shall meet with the OTBU's Grievance Committee within ten (10) days of receipt of the written request of District 14, OSSTF to discuss and endeavour to solve the problem.

The Employer shall answer the grievance in writing within ten (10) days of the meeting.

L22.04

If the reply of the Employer is unacceptable to the OTBU, it may, within ten (10) days of receiving the written reply of the Employer, apply for mediation or arbitration.

Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the Grievance Procedure.

L22.05 Policy and Group Grievance

The OTBU has the right to file a Policy Grievance or Group Grievance on behalf of two or more Occasional Teachers who are similarly affected as a result of an alleged violation of the Collective Agreement. The Employer has the right to file a Policy Grievance. Any Policy or Group Grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that an Employer grievance shall be filed with the OTBU President and at Step Two, the Employer shall present its grievance to District 14, OSSTF's Grievance Committee.

L22.06 Grievance Mediation

- a) The parties may agree to use a grievance mediator in order to attempt to resolve issues that are currently in the grievance procedure.
- b) The cost of the mediator will be shared between the Employer and the the OTBU on a fifty-fifty (50/50) basis.
- c) Employees involved in the mediation of grievances will be provided with paid time away from their regular assignment to attend grievance mediation meetings.
- d) It is understood that any grievance timelines shall be extended during the mediation process.
- e) A grievance may be submitted to expedited arbitration under Section 49 of the Labour Relations Act.
- f) The single arbitrator or Arbitration Board shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any Occasional Teacher or Employer affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not majority, the decision of the Chair governs.
- g) The single Arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify or otherwise amend the provisions of the Collective Agreement.

- h) The single Arbitrator or Board of Arbitration shall have the power to relieve against time lines, modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

L22.07 Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to comply with the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.

L22.08 There shall be no reprisals of any kind taken against any teacher because of participation in the grievance or arbitration procedure under this Collective Agreement.

L22.09 Should the processing or investigation of a grievance require that a grievor or an OTBU representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the Human Resource Services designate.

L22.10 **Cost of Arbitration**

The fees for a single Arbitrator, or a Chair of a Board of Arbitration, shall be shared equally by the parties. Other costs incurred by each party shall be the responsibility of that party.

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Ontario Secondary School Teachers’ Federation, District 14 Occasional Teachers’ Bargaining Unit (The “Union”)

Re: Working Conditions

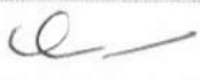
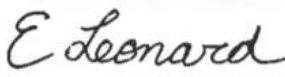
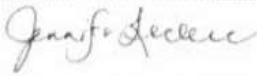

The parties agree to labour management meetings that will be held within 90 days of students’ physical return to the classroom where the parties will discuss and review best practices for welcoming and supporting occasional teachers accepting daily assignments in schools. The parties may review such matters as, but not limited to:

- Access to classroom keys
- Laptops
- Information sheets
- School maps
- Interviewing practices
- Any other information that may assist the occasional teacher in performing their duties

The committee will be made up of the three (3) representatives from OSSTF OTBU District 14 and three (3) representatives from the Employer.

The parties agree that this letter will expire on August 31, 2022.

Dated at Peterborough, Ontario this 7th day of July 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation – District 14 OTBU
	
	

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And


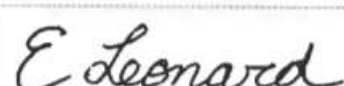
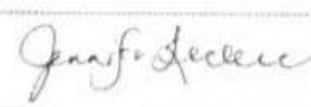
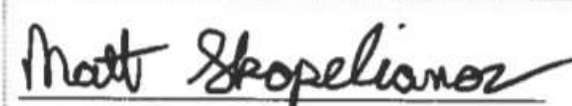
The Ontario Secondary School Teachers’ Federation, District 14 Occasional Teachers’ Bargaining Unit (The “Union”)

RE: Regulation 274/12 Hiring Practices

Should Regulation 274/12 be repealed and not be replaced by new regulation/legislation, the Employer and the OTBU agree to meet and discuss Article L15, Vacancies, within 30 working days of the Regulation’s repeal.

This letter will expire on August 31, 2022.

Dated at Peterborough, Ontario this 7th day of July 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation – District 14 OTBU
 _____	 _____
 _____	 _____

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And


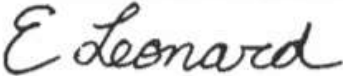
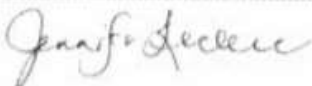
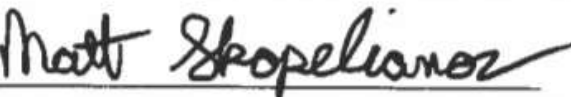
The Ontario Secondary School Teachers’ Federation, District 14 Occasional Teachers’ Bargaining Unit (The “Union”)

RE: WSIB Coverage for Teachers Release for Federation Activity

District 14, OSSTF OTBU acknowledges that occasional teachers who are released in accordance with the Collective Agreement are under the direction and control of the Federation and as such teachers are not performing any duties or responsibilities related to their employment with the Employer.

District 14, OSSTF OTBU covenant and agrees to save harmless and indemnify the Employer from and against all claims, charges, taxes, assessments, penalties and demands which may be made by the Workplace Safety and Insurance Board in respect of any Occasional Teachers on such Leave, pursuant to the Collective Agreement.

Dated at Peterborough, Ontario this 7th day of July 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation – District 14 OTBU
 _____	 _____
 _____	 _____

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Ontario Secondary School Teachers’ Federation, District 14 Occasional Teachers’ Bargaining Unit (The “Union”)

RE: Protocol for Placement of Teachers Declared Redundant into Long Term Occasional Positions.

Preamble

This protocol is supported by the Kawartha Pine Ridge District School Board (Employer) and the District 14 OSSTF Occasional Teacher Bargaining Unit (Union).

Eligibility

Any contract Teacher Bargaining Unit (TBU) member who is declared Redundant to the system per the TBU Collective Agreement.

Protocol for Placement

A member of the OTBU who is deemed eligible under this protocol shall be offered, where qualified and available, an offer of Long Term Occasional (LTO) position(s) that is/are the equivalent of their contract FTE. If no equivalent LTO offer exists, an offer of less than equivalent FTE shall be offered if it exists. No offer of less than 50% of the Redundant member’s Contract FTE shall be made, unless the Redundant Contract member has contacted the OTBU and requested to be made an offer of less than 50% of their Contract FTE.

The offer of an LTO shall occur in order of the teacher’s TBU seniority, subject to qualifications and the recall provisions outlined in the collective agreement between the Employer and the OSSTF TBU.

The OTBU President shall be included by email of every offer made to an OTBU Redundant Member, and shall be forwarded a master list of which OTBU members received which offer, on which date, and whether the offer was accepted or not.

Additional Parameters

1. A teacher on the recall list shall only be offered LTO position(s) ONCE per year of Redundancy.
2. A teacher on the LTO List who refuses an LTO position shall remain on the LTO List and may apply for any other LTO positions along with all other eligible teachers on the LTO List.

Union Dues



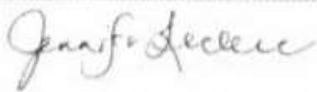
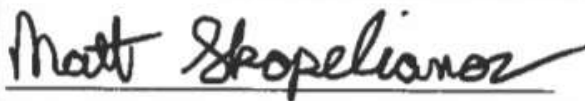
All teachers on LTO List covered by this protocol shall submit their union dues to the OTBU until they are recalled to a contract position.

Duration

This agreement is subject to Annual Review by request of either party prior to May 31st for changes to the upcoming school year. Revisions to this agreement must be by mutual consent.

(Originally dated November 24, 2014)

Dated at Peterborough, Ontario this 7th day of July 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation – District 14 OTBU
 _____	 _____
 _____	 _____

COLLECTIVE AGREEMENT

This Collective Agreement is made this



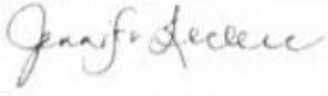

7th day of July 2020

Between

Secondary Occasional Teachers of District 14, of the Ontario Secondary School Teachers' Federation

And

The Kawartha Pine Ridge District School Board

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation – District 14 OTBU
 _____	 _____
 _____	 _____

Appendix A

(From Collective Agreement between OSSTF District 14 and Kawartha Pine Ridge District School Board)

L9.14 Part Time Teachers

L9.14.01 For a part-time teacher, salary, sick leave credits, and any other entitlements that are not specified in other provisions of this Agreement shall be prorated in the ratio that the teacher's assignment bears to a full-time assignment of six (6) periods out of eight (8) periods plus the Additional Professional Duties as outlined in Article L9.01.01.

Part-time Pro-Rating		Maximum Half-Periods each of on-calls and 15-minute supervisions	
Assignment (Periods)	FTE Status	On-calls	Supervisions
0.5	0.083	3	5
1.0	0.167	5	9
1.5	0.250	7	14
2.0	0.333	9	18
2.5	0.417	11	23
3.0	0.500	13	27
3.5	0.583	15	32
4.0	0.667	17	36
4.5	0.750	19	41
5.0	0.833	21	45
5.5	0.917	23	50
6.0	1.000	25	54

L9.14.02 Every effort will be made to ensure that a part-time teacher, assigned in two (2) periods in one (1) semester, is assigned those two (2) periods either in the morning or in the afternoon, but not in both unless agreeable to the teacher.

L9.14.03 To the extent possible, part-time teachers shall have their on-calls and supervisions blocked in the period of time closest to the start of the teaching assignment or end of the teaching assignment.

Appendix B

(From Collective Agreement between OSSTF District 14 and Kawartha Pine Ridge District School Board)

Article L5 Salary Schedule

L5.01.01

<i>Effective September 1, 2019 to August 31, 2020</i>				
Years in Experience	Category 1	Category 2	Category 3	Category 4
0	47,011	52,092	56,594	58,810
1	53,114	55,378	60,398	63,026
2	56,166	58,659	64,204	67,245
3	59,219	61,937	68,012	71,462
4	62,275	65,219	71,816	75,681
5	65,321	68,503	75,624	79,893
6	68,376	71,781	79,431	84,111
7	71,428	75,065	83,237	88,329
8	74,480	78,342	87,042	92,546
9	77,531	81,624	90,851	96,762
10	80,572	84,900	94,649	100,973

<i>Effective September 1, 2020 to August 31, 2021</i>				
Years in Experience	Category 1	Category 2	Category 3	Category 4
0	47,481	52,613	57,160	59,398
1	53,645	55,931	61,002	63,656
2	56,728	59,246	64,846	67,917
3	59,811	62,557	68,692	72,176
4	62,897	65,871	72,534	76,438
5	65,975	69,188	76,381	80,692
6	69,059	72,499	80,225	84,952
7	72,142	75,816	84,070	89,212
8	75,225	79,125	87,913	93,472
9	78,306	82,440	91,759	97,730
10	81,378	85,749	95,595	101,982

<i>Effective September 1, 2021 to August 31, 2022</i>				
Years in Experience	Category 1	Category 2	Category 3	Category 4
0	47,956	53,139	57,731	59,992
1	54,182	56,491	61,612	64,292
2	57,295	59,838	65,495	68,596
3	60,410	63,182	69,379	72,898
4	63,526	66,530	73,260	77,202
5	66,634	69,879	77,145	81,499
6	69,750	73,224	81,027	85,802
7	72,863	76,574	84,910	90,104
8	75,977	79,916	88,792	94,406
9	79,089	83,265	92,677	98,707
10	82,192	86,607	96,551	103,002

COLLECTIVE AGREEMENT

Between

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(hereinafter called the "OSSTF")

Representing

**The Secondary Teachers of District 14, of the Ontario Secondary
School Teachers' Federation Employed by the Board**
(hereinafter called "District 14, OSSTF")

And

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD
(hereinafter called the "Employer")

Effective

September 1, 2019

to

August 31, 2022



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Part A: Central Terms

C1.00 Structure and content of Collective Agreement

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:

- i. within 90 (ninety) days of the expiry of the collective agreement;
or
- ii. within such greater period agreed upon by the parties; or
- iii. within any greater period set by regulation by the Minister of Education.

c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.

- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.

- ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.

- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:

- i. September 1, 2019: \$5709/FTE
- ii. September 1, 2020: \$5937/FTE
- iii. September 1, 2021: \$6174/FTE

- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:

- i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time

payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.

- ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
- iii. The Crown shall make only one payment under b).
- iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount</u> <u>(a)</u>	<u>Employer % Co-Pay</u> <u>(b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on

the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.

- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.

- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who

is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.

- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.

- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:										
Employee ID:	Telephone No:										
Employee Address:	Work Location:										
1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one:											
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3											
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.											
First Day of Absence: _____		General Nature of Illness (<i>please do not include diagnosis</i>): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy		
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

LETTER OF AGREEMENT #1

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima,

where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-Learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6 (1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;

- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries;
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF-provincial or local units in respect of benefits; and,
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards.

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY
LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION
UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.

- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial

establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

4.1.1 The Government of Ontario will provide:

- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
- b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
- d. The Trust shall retain rights to the data and the copy of the software systems.

4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.

4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.

- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.

- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.

- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;

- b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
 - a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION
UNTIL AUGUST 31, 2019**

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to

exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;

2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that

have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

Part B: Local Terms

ARTICLE L1 PURPOSE

- L1.01 It is the desire of both parties to specify within this Collective Agreement the terms and conditions under which teachers covered by this Collective Agreement are employed and the salary, allowances, monetary benefits, and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.
- L1.02 For the purposes of this Collective Agreement, "Teacher" means an individual who is employed by the Employer in the role of a teacher and who is a member of District 14, TBU OSSTF.

ARTICLE L2 RECOGNITION

- L2.01 The Employer recognizes Ontario Secondary School Teachers' Federation (OSSTF) as the exclusive bargaining agent for every teacher, other than occasional teachers, principals and vice-principals, who is assigned to one or more secondary schools or who performs duties in respect of such schools all or most of the time.
- L2.02 The Employer recognizes the negotiating team of District 14, TBU OSSTF as the agent authorized by the OSSTF to negotiate on its behalf.
- L2.03 Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation of this Collective Agreement.
- L2.04 Extra-curricular activities are voluntary and the Employer agrees to continue to regard such activities as voluntary.

ARTICLE L3 RIGHTS AND RESPONSIBILITIES

- L3.01 Save and except to the extent specifically modified or curtailed by any provision(s) of this Collective Agreement, the right and responsibility to manage the business of the Employer is vested solely and exclusively with the Employer. The Employer and OSSTF agree that they will exercise their rights in accordance with the terms and provisions of this Collective Agreement and with the prevailing statutes and regulations governing in the Province of Ontario.

L3.02 **Just Cause**

No teacher shall be discharged, demoted or disciplined except for just cause.

L3.03 **Representation**

When a Principal or Supervisor calls a teacher to a meeting which may result in discipline, the Principal or Supervisor shall inform the teacher about the nature of the meeting. For such a meeting, the teacher is entitled to OSSTF representation.

L3.04 **Personnel File**

L3.04.01 The teacher's personnel file shall be located in Human Resource Services at the Education Centre.

L3.04.02 A teacher or designate, upon written request and in the presence of a supervisory officer or designate, shall have access to that teacher's personnel file. The teacher and/or designate shall have the right to obtain copies of any material contained in such files.

L3.04.03 The teacher shall be provided with a copy of any documentation regarding a teacher's performance or conduct that is to be placed in the teacher's personnel file.

L3.04.04 Documents of a disciplinary nature and/or letters of expectation contained in the teacher's personnel file shall be removed upon the request of the teacher after two (2) years, provided there are no further incidents of a disciplinary nature placed in the teacher's personnel file. Notwithstanding the foregoing, disciplinary materials and/or letters of expectation pertaining to physical or sexual misconduct affecting the safety of students and/or staff shall remain in the personnel file.

L3.05 **Probationary Period**

A newly hired teacher shall have a probationary period of one (1) year worked.

L3.06 **Teacher Performance Appraisal**

L3.06.01 Performance Appraisal applies to all teachers of the Bargaining Unit except Occasional Teachers and Continuing Education Teachers.

- L3.06.02 The Employer will continue to consult with District 14, TBU OSSTF, with respect to any amendments or changes to the Employer's policies and procedures regarding teacher performance appraisals.
- L3.06.03 When a teacher receives a performance appraisal which was rated unsatisfactory, the Employer shall forward a copy of the report to the District 14, TBU OSSTF President provided that the teacher has authorized the Employer, in writing, to forward such report.
- L3.06.04 A teacher may have OSSTF representation at any meeting which is part of or results from the performance appraisal procedure following a performance appraisal which was rated unsatisfactory.
- L3.06.05 Teachers, including those in charge of organizational units, shall not participate in any assessment or evaluation aspect of the performance appraisal of another teacher.
- L3.06.06 District 14, TBU OSSTF has the right to file a grievance with respect to the performance appraisal report of a teacher which may lead to termination up to the last day of the school year in which the performance appraisal cycle is completed.
- L3.06.07 Formal/Summative evaluation of teachers shall be made only upon forty-eight (48) hours' notice to the teacher involved.
- L3.07 **Annual Learning Plans**
- Subject to any revisions from the Ministry of Education, the Annual Learning Plan is teacher-authored and teacher-directed, and is developed in a consultative and collaborative manner with the Principals.
- L3.08 **Obligation**
- The parties agree that there shall be no intimidation, discrimination, restraint or coercion exercised against any person in regard to employment, terms or conditions of employment because the person exercises rights under the Collective Agreement, participates or fails to participate in the activities of the OSSTF.

L3.09 **Employer Policies and Procedures**

New Employer Policies and Procedures and updates of current ones shall be forwarded electronically to the President of District 14, TBU OSSTF, within thirty (30) days of the Employer's approval.

L3.10 **No Strike or Lock-Out**

There shall be no strike or lock-out during the term of this Collective Agreement. The terms "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act*.

L3.11 **Retirement**

For the purposes of this Collective Agreement, early retirement shall mean retirement between the earliest age permitted under *Ontario Teachers' Pension Plan (OTPP)* on a pension pursuant to the *Ontario Teachers' Pension Plan* with payment to begin within two (2) months of the retirement date.

L3.12 **Copies of Collective Agreement**

The Collective Agreement will be made available to all staff through the Employer's internal and external website.

L3.13 **Statistics**

The Employer will provide District 14, TBU OSSTF, statistical data and information encompassing the full-time equivalency, qualifications, allowances, salaries and benefits of teachers, and information regarding actual class size, by school, for the purposes of collective bargaining and the maintenance and administration of this Collective Agreement. With regard to any information provided to the OSSTF concerning its members, either individually or collectively, OSSTF shall save the Employer harmless from any and all claims, actions, or proceedings that may otherwise result from the release of such information. The OSSTF agrees to maintain personal information as confidential information to be used with discretion and solely for the purpose of representing its members.

L3.14 **Termination of Employment**

L3.14.01 A teacher shall notify the Employer by November 30 of a teacher's intention to resign effective January 31 or end of Semester 1, whichever is earlier, and by April 30 of the teacher's intention to resign effective June 30 or August 31. However, teachers are encouraged to provide notice of resignation or retirement at the earliest possible date to assist with the staffing process.

L3.14.02 The Employer and a teacher who is a night school or summer school teacher shall give written notice, of not less than two weeks, to the other, should either wish to terminate the teacher's employment prior to the end of the assignment. Such notice shall not apply in the event of termination for cause.

L3.14.03 Nothing herein prevents a teacher and the Employer from mutually agreeing to the teacher's resignation at any time.

L3.15 **Use of Employer's Premises**

The Employer agrees to be cooperative with District 14, TBU OSSTF about carrying out District 14 business on the Employer's premises provided that no costs are incurred by the Employer. Requests for use of the Employer's premises shall be made to the Superintendent of Human Resource Services or designate.

L3.16 **Record Of Employment For EI Reporting**

For the purpose of reporting hours worked for Employment Insurance, the Employer shall record each full work day as 8 hours worked.

ARTICLE L4 DURATION AND RENEWAL

L4.01 Duration and Renewal provisions are provided in [Section C2](#) of Part A-Central Terms.

L4.02 Changes can be made to this local Collective Agreement with the mutual written consent of the parties. The OSSTF consent is subject to ratification by its membership.

ARTICLE L5 SALARY SCHEDULE

L5.01 For each teacher, salary shall be comprised of the amount established in accordance with proper placement on the salary grid and the amount

of any annual allowances provided in recognition of additional responsibilities and extra degree(s).

L5.01.01

Effective September 1, 2019 to August 31, 2020

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	47,011	52,092	56,594	58,810
1	53,114	55,378	60,398	63,026
2	56,166	58,659	64,204	67,245
3	59,219	61,937	68,012	71,462
4	62,275	65,219	71,816	75,681
5	65,321	68,503	75,624	79,893
6	68,376	71,781	79,431	84,111
7	71,428	75,065	83,237	88,329
8	74,480	78,342	87,042	92,546
9	77,531	81,624	90,851	96,762
10	80,572	84,900	94,649	100,973

Effective September 1, 2020 to August 31, 2021

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	47,481	52,613	57,160	59,398
1	53,645	55,931	61,002	63,656
2	56,728	59,246	64,846	67,917
3	59,811	62,557	68,692	72,176
4	62,897	65,871	72,534	76,438
5	65,975	69,188	76,381	80,692
6	69,059	72,499	80,225	84,952
7	72,142	75,816	84,070	89,212
8	75,225	79,125	87,913	93,472
9	78,306	82,440	91,759	97,730
10	81,378	85,749	95,595	101,982

Effective September 1, 2021 to August 31, 2022

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	47,956	53,139	57,731	59,992
1	54,182	56,491	61,612	64,292
2	57,295	59,838	65,495	68,596
3	60,410	63,182	69,379	72,898
4	63,526	66,530	73,260	77,202
5	66,634	69,879	77,145	81,499
6	69,750	73,224	81,027	85,802
7	72,863	76,574	84,910	90,104
8	75,977	79,916	88,792	94,406
9	79,089	83,265	92,677	98,707
10	82,192	86,607	96,551	103,002

L5.02 Term Appointments

L5.02.01 The Employer retains the right to appoint teachers to newly created term positions. The parties shall negotiate the allowance, if any, for such positions. If the parties are unable to agree on the allowance, the matter may be submitted to Arbitration pursuant to Article L30.06.

L5.02.02 Term Appointment Allowances

All allowances are in addition to the individual's proper placement on the grid according to their own category and experience.

Effective Date	Instructional Leadership Consultant
September 1, 2019	\$6,642
September 1, 2020	\$6,708
September 1, 2021	\$6,776

L5.02.03 Subject to Article L24, at the end of the term appointment the teacher shall return to the school in which the teacher was employed immediately prior to the commencement of the term appointment.

L5.02.04 Where the teacher held a position of responsibility, it shall be returned to the teacher if the teacher returns to the school at the end of the first year of the term and provided that the position still exists.

L5.03 **Allowances for Other Qualifications**

An allowance shall be paid for one post graduate degree, if not already used in determination of category, in accordance with the chart below. An allowance for a Master's Degree from universities outside Canada shall be at the discretion of the Superintendent of Human Resource Services or designate.

September 1, 2019	\$1,069
September 1, 2020	\$1,079
September 1, 2021	\$1,090

Any additional allowances being paid as of August 31, 1998 shall continue to be paid (subject to total allowance of \$1,208) during the term of the Collective Agreement.

L5.04 **Travel Allowance**

When it is required by the Employer, the Director of Education, Superintendents or Principals that any teacher must travel to be present at a formal meeting, the mileage will be paid at the Employer's per kilometre rate.

Formal meetings shall include but not be limited to: program councils, mandatory employer training and mandatory conferences. This Article does not refer to teacher organized professional activities or Professional Development Days.

L5.05 **Implementation of Schedule**

L5.05.01 The annual salary schedule shall be paid in accordance with the following schedule:

First working day of the school year	6%	February 15	4%
September 15	4%	March 1	4%
October 1	4%	March 15	4%
October 15	4%	April 1	4%
November 1	4%	April 15	4%
November 15	4%	May 1	4%
December 1	4%	May 15	4%
December 15	6%	June 1	4%
January - first banking day	4%	June 15	4%
January 15	4%	Last day of school in June	16%
February 1	4%		

Other than the pay date at the beginning of January, if the date listed above falls on a Saturday or Sunday, the actual pay date will be on the previous Friday. If the actual pay date is a statutory holiday falling on a Monday, the pay date will be on the previous Friday.

L5.05.02 Part-time teachers who teach one semester only shall be paid only in that semester.

L5.05.03 Part-time teachers who teach in both semesters shall be paid in each semester according to their FTE assignment that semester.

L5.06 **Adjustments to Schedule**

L5.06.01 A teacher who retires to pension or leaves the employ of the Employer or commences an unpaid leave of absence during the school year will be paid any salary owing, less required deductions, pro-rated on the number of days worked as a percentage of total days in the school year and in accordance with the teacher's entitlement prorated in relation to the workload of a full-time teacher in accordance with Article L9.14.01.

Such payment shall be made on the next scheduled pay date following the last day worked, provided that a minimum of two (2) weeks notice is given or on June 30, whichever is earlier.

L5.06.02 A teacher who begins or returns to active employment during the school year will be paid a salary pro-rated on the number of days worked as a percentage of total days in the school year and in accordance with the teacher's entitlement prorated in relation to the workload of a full-time teacher in accordance with Article L9.14.01.

L5.06.03 Full-time teachers who retire, resign, or take a leave of absence during the school year shall be deemed to have their full-time entitlement for the purpose of benefits and entitlements under the Collective Agreement, other than salary, up to the date of retirement/resignation or commencement of the leave. Salary shall be prorated in accordance with the provisions of Article L9.14.01.

L5.06.04 Teachers whose assignment/entitlement increases in the second semester will have their salary appropriately adjusted for the second semester. Teachers whose assignment decreases in the second semester will have their salary adjusted retroactively such that the adjustment is reflected through equal adjustments on pay dates in the second semester.

L5.06.05 Teachers newly appointed to positions of responsibility shall receive the appropriate responsibility allowance as of the effective date of the appointment.

L5.07 **Method of Payment**

Each teacher's salary shall be transferred by direct deposit into the bank, trust company or credit union account designated by the teacher provided that the bank, trust company or credit union is capable of twenty-four (24) hour transfer to the teacher's account.

L5.08 **Union Dues**

L5.08.01 On each pay date which a teacher is paid, the Employer shall deduct from each teacher the OSSTF dues and any levy chargeable by OSSTF. The amounts shall be determined by OSSTF in accordance with its constitution and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.

- L5.08.02 The OSSTF dues deducted shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, their S.I.N. numbers, annual salary, salary for the period, and the amounts deducted.
- L5.08.03 Any levy authorized by OSSTF and directed to District 14, TBU OSSTF shall be deducted and remitted to the Treasurer of District 14, TBU OSSTF no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, their S.I.N. numbers, annual salary, salary for the period, and the amounts deducted.
- L5.08.04 OSSTF and/or District 14, TBU OSSTF, as the case may be, shall indemnify and hold the employer harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by OSSTF and remitted to OSSTF and/or District 14, TBU OSSTF.

ARTICLE L6 CATEGORY DEFINITIONS AND TEACHER QUALIFICATIONS

- L6.01 Category definitions shall be those established by the Ontario Secondary School Teachers' Federation or Qualifications Evaluation Council of Ontario (QECO). For the purpose of salary categorization, the Employer recognizes the Certification Rating Statement issued by the OSSTF Certification Division or Qualifications Evaluation Council of Ontario (QECO). In case of a dispute, the ruling of the OSSTF Certification Appeal Board shall be final. Deviations from the policy which are applicable to District 14, TBU OSSTF, are contained in Articles L6.03 to L6.08.
- L6.02 It shall be incumbent upon the teacher to provide documented proof in the form of a Certification Rating Statement from OSSTF or Qualifications Evaluation Council of Ontario (QECO) as to their appropriate group classification.
- L6.03 All persons teaching on a Letter of Permission will be paid Category 1. A teacher employed with an Interim Certificate of Qualification shall be placed in the salary group for which the teacher is eligible as determined by a Letter of Evaluation from OSSTF or Qualifications Evaluation Council of Ontario (QECO).
- L6.04 All qualified secondary school new teacher appointees, other than those teaching on a Letter of Permission, shall be placed in the category

consistent with the OSSTF certification, Qualifications Evaluation Council of Ontario (QECO) statement, or Letter of Evaluation and recognized years of teaching experience provided that documentary evidence to support such placement and experience is submitted to the Employer prior to the commencement of duties. When such evidence is not submitted prior to the commencement of duties, the Employer shall place the teacher in Category 1 minimum until such evidence is supplied. When such evidence is supplied, any retroactivity shall apply according to the criteria delineated in Articles L6.05 - L6.08.

L6.05 Changes in qualification which result in a teacher being placed in a higher category shall be effective the first working day of the school year provided that:

- a) the course of study is completed prior to the first working day of the school year; AND
- b) examination(s) is (are) passed; AND
- c) written documentation showing successful completion of the examination(s) is received by the Superintendent of Human Resource Services on or before the following June 30.

L6.06 Changes in qualifications which result in a teacher being placed in a higher category shall be effective January 1, provided that:

- a) the course of study is completed prior to December 31 of the preceding year; AND
- b) the examination(s) is (are) passed; AND
- c) written documentation showing successful completion of the examinations(s) is received by the Superintendent of Human Resource Services or designate on or before the following June 30 of the current school year.

L6.07 Changes in qualifications which result in a teacher being placed in a higher category shall be effective March 1, provided that:

- a) the course of study is completed prior to February 28; AND
- b) the examination(s) is (are) passed; AND
- c) written documentation showing successful completion of the examinations(s) is received by the Superintendent of Human

Resource Services or designate on or before the following June 30 of the current school year.

- L6.08 Verification of existing qualifications at time of hire, for newly hired second semester teachers, which result in the teacher being placed in a higher category, will be retroactive to the employee's first day of work in the second semester, provided that the documentation is received by Human Resource Services by the following June 30. Category documentation received after June 30 will be dealt with in accordance with timelines outlined in Articles L6.05, L6.06 and L6.07.

ARTICLE L7 ADDITIONAL EXPERIENCE

L7.01 Calculation of Experience

- L7.01.01 Effective September 1, 2002, partial years of experience shall be counted as full years for grid placement. Salary increments will be recognized as of September 1.
- L7.01.02 Accumulation of experience for salary purposes shall not exceed ten (10) months credit for the period September 1 to August 31 inclusive.

L7.02 Additional Teaching Experience

- L7.02.01 Teachers who provide proof of secondary school experience outside of Ontario and who held Ontario qualifications as defined by the Ontario College of Teachers, or equivalent, while the experience was acquired either in Canada or out-of-country, shall receive recognition on the grid for this experience. Membership in the Ontario College of Teachers is not a requirement for such recognition. Recognition for such experience must be applied for to the HR Specialist responsible for secondary teachers within three (3) months from the first day worked after being hired, and supported by appropriate documentation from the former employer(s) received no later than June 30 of the school year in which the teacher was hired.

Notwithstanding the above timelines, later application for additional teaching experience recognition shall be effective the first day worked in the year of application provided that the appropriate documentation is received by the employer no later than June 30 of that school year.

- L7.02.02 Teachers entering the secondary schools from the elementary schools will have their elementary experience treated as secondary school experience for salary purposes only.

L7.02.03 Long-Term occasional teaching experience, as defined in the Occasional Teacher Collective Agreement of this Employer, served with this Employer or other Boards of Education in Ontario, shall be accumulated and added to other partial years of experience for credit on the grid.

L7.02.04 For new hires to regular teaching positions only, Summer School and Night School teaching experience acquired with this Employer after September 1, 2000 shall accumulate for the purposes of grid placement at the rate of one (1) month (equals 20 days) for each full Summer or Night School credit course taught. Such experience shall be accumulated and added to other partial years of experience for credit on the grid, provided it is supported by appropriate documentation within two (2) months of the first day of work after being hired.

L7.03 **Related Experience**

L7.03.01 Related experience will be defined as those experiences gained through active employment in the fields of Business, Communications Technology, Computers, French Language, Indigenous Languages, Industrial, Music and Dramatic Arts at the time of hiring.

L7.03.02 Teachers who have Canadian University or Canadian Community College teaching experience shall receive recognition on the grid for this experience in accordance with Article L7.03.04.

L7.03.03 Recognition for related experience must be applied for within three (3) months from the first day worked after being hired, and supported by documentation from the former employer(s) received no later than June 30 of the school year in which the teacher was hired.

Notwithstanding the above time-lines, later application for related experience recognition shall be effective the first day worked in the year of application provided that the appropriate documentation is received by the employer no later than June 30 of that school year.

- L7.03.04 Related experience shall be equated to teaching experience for the purpose of grid placement as follows:

<u>Related Experience Number of Years</u>	<u>Experience on Grid Number of Years</u>
1	1
2	2
3	3
4	4
5	5

Related experience shall be based on the number of years, to a maximum of five (5).

- L7.03.05 To be recognized, the Employer will review and determine related experience. Related experience must be in a field directly related to the subject being taught at the time of hire or in the year immediately following and have been acquired within the ten (10) year period immediately prior to commencement of teaching.
- L7.03.06 At the time of hiring, the Employer shall notify the teacher of the additional teaching experience recognition and related experience recognition available to teachers.
- L7.03.07 Notwithstanding L7.03.04 and in accordance with L7.03.05, those teachers who are applying for related experience in Hospitality, Construction, Manufacturing and Transportation shall receive up to a maximum of seven (7) years of related experience on the salary grid at the time of hiring. This article will apply to all new teachers hired after September 1, 2019.
- L7.04 No teacher shall be hired at a salary higher than that being paid to a teacher of the incumbent staff having the same or equal qualification, approved experience and responsibility.

ARTICLE L8 INSURED BENEFITS

L8.01 Long Term Disability Plan

OSSTF agrees to indemnify, either directly, or via appropriate insurance, the Employer against any and all claims that may be made against the Employer in connection with any new long term disability insurance plan,

save and except errors that may arise in duties assumed by the Employer pursuant to this Article. Long Term Disability provisions are provided in Section C7.11 of Part A – Central Terms.

L8.02 Employee Assistance Plan (EAP)

Where the Employer and District 14, TBU OSSTF agree to share the cost of an Employee Assistance Plan (EAP), the cost will be shared on a 50/50 basis. Any changes to the current EAP arrangement may only be done by the mutual consent of the Employer and the Teachers. The contribution of each teacher will be to a maximum of \$20 annually, deducted at source.

L8.02.01 During an approved leave of absence, a teacher may elect to continue to participate in the EAP, provided the carrier permits.

For the duration of a statutory leave, the teacher may continue to participate in the EAP provided they continue to pay the employee portion during the length of the leave.

For the duration of a non-statutory leave, the teacher may continue to participate in the EAP provided they continue to pay the full cost during the length of the leave. To maintain participation and coverage under the Collective Agreement, the teacher must agree to participate in a pre-authorized debit plan or provide an advanced payment for the full cost of benefit premiums.

The Employer reserves the right to discontinue the participation in the EAP for any teacher should any two payments be denied for reason of insufficient funds.

ARTICLE L9 WORKING

L9.01 Workload

L9.01.01 Each full-time teacher shall be assigned a maximum of six (6) periods out of eight (8) periods (3 periods per semester). Each full-time teacher may also be assigned up to the following maxima on-calls and supervisions:

Maximum on-calls (½ period)	Maximum supervisions (15 minutes)
25	54

For Teacher-Librarians, Guidance Teachers, Special Education Resource Teachers, LLS Teachers, SST Teachers, CTCC and Co-operative Education Teachers time-tabled in that area, on-calls shall be performed in their area.

All teachers may be assigned supervision duties.

- L9.01.02 An on-call is understood to be program delivery for a single class for a continuous period of time not to exceed a half-period.

Notwithstanding the above, classes may be combined in exceptional circumstances, such as inclement weather, not to exceed a regular class size.

- L9.01.03 Supervision duties may be assigned in increments of fifteen (15) minutes (one supervision) up to a maximum of thirty (30) minutes (two supervisions).

- L9.01.04 A full-time teacher shall be assigned no more than the equivalent of two (2) half-period on-calls per week. On-call assignments shall be distributed as equitably as possible among teachers. Where more than one (1) teacher is available for an on-call in a period, such on-calls shall be equitably assigned to all such teachers who are available in that period. Records of on-calls and supervision will be kept by the principal and/or vice-principal and will be reviewed on a monthly basis by the School Staffing Committee and/or the System Staffing Committee.

- L9.02 Notwithstanding Articles L9.01.01 and L9.03, with the agreement of the District 14, TBU OSSTF and the Superintendent responsible for secondary operations, a full-time teacher of a Specialized four-credit or credit equivalent packaged program shall be assigned to their area for the full school day. Teachers assigned in this manner shall be free of other assigned duties, and shall have a 20 minute break in the morning and a 20 minute break in the afternoon and a lunch break of a minimum of 40 consecutive minutes.

- L9.03 In a semestered school, no classroom teacher shall be assigned more than three (3) credit and/or credit-equivalent courses per semester. Any exception to this shall be approved by the System Staffing Committee.

- L9.04 Notwithstanding Article L9.01.04, supervision duties may be blocked in units in consultation with the School Staffing Committee and with the consent of the teacher(s) involved.

- L9.05 No classroom teacher shall be assigned other duties in addition to those set out in Article L9.01. Unassigned time shall be available to the teacher for preparation and marking.
- L9.06 The duties of part-time teachers shall be pro-rated to the duties of a full-time teacher.
- L9.07 Each teacher shall have a daily scheduled interval between classes for a lunch break that is not less than forty (40) consecutive minutes free from assigned duties.
- L9.08 No instructional period shall exceed seventy-five (75) minutes in length.
- L9.09 All classes will normally be scheduled within the regularly scheduled day. Any exceptions must be in the School Plan and reviewed by the System Staffing Committee and approved by the Superintendent Responsible for Secondary Staffing as outlined in Article L23.02.03.
- L9.10 The length of the school year shall be the minimum required under the *Education Act*.
- L9.11 Teachers will not be required to perform their assigned duties at any time which falls outside the designated school year in Article L9.10. Teachers who agree, by mutual consent, to work outside the designated school year, for example guidance duties, shall receive compensating periods off equal to the number of periods worked. Such days are to be scheduled during the course of the school year with the agreement of the principal. The replacement of these teachers (if required) during the school year will be covered by occasional teachers.
- L9.12 One (1) Professional Activity Day may be designated for each year as a District 14, TBU OSSTF Professional Development Day.

L9.13 **Class Size Maxima**

L9.13.01 The Employer and District 14, TBU OSSTF agree that the following maximum class sizes are desirable to promote a positive learning environment:

Course/Stream	Maximum	Flex
Locally-Developed	14	2
Learning Strategies	16	2
Workplace	20	2
Cooperative Education	24	3
Learning and Life Skills	10	0
Open (grades 9 and 10)	25	2
Applied	23	1
Open (grades 11 and 12), College	25	2
Academic	28	1
University, University/College (M)	29	2
International Baccalaureate and Advanced Placement	32	3
Limited Facility: Transportation, Construction, Integrated Technology, Manufacturing, Welding, Foods and Nutrition, Hospitality, Fashion and Design	20	2
Multi-stream / multi-grade classes	average of the class sizes	1

L9.13.02 Where the maximum plus Flex above cannot be met, an individual teacher's combined class sizes (sum of Maximums and Flexes) may be exceeded by a total of four (4) students per semester. Limited Facilities, Learning and Life Skills classes and Locally Developed classes will not be exceeded based on Article L9.13.01.

- L9.13.03 Notwithstanding Article L9.13.01 and Article L9.13.02, the following will apply:
- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to two (2) students.
 - b) No Teacher will have more than two classes per semester or equivalent in nonsemestered schools impacted by paragraph a) without mutual consent.
 - c) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
 - d) The exceptions as per a) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.
- L9.13.04 Class sizes not specified here will be referred to the System Staffing Committee for a determination.
- L9.13.05 By the third Friday in September, the School Staffing Committee in each school shall verify that the actual class sizes are within the parameters of the class size maxima stated in Article L9.13.01.
- L9.13.06 Notwithstanding Article L9.13.05, by the first Friday in October, any class sizes that exceed the maximums stated in the chart shall be reported to the System Staffing Committee. The System Staffing Committee shall make any necessary adjustments or determine any necessary exceptions by October 31 and March 31 of each school year.
- L9.13.07 For second semester, the process outlined in Articles L9.13.05 and L9.13.06 will be completed by the third Friday in February and February 28 respectively.
- L9.13.08 The application of Articles L9.13.06 and L9.13.07 shall not require the hiring of additional staff. However, it may result in re-timetabling, cancellation of under-enrolled classes, and/or other re-organizations as deemed appropriate.
- L9.14 **Part Time Teachers**
- L9.14.01 For a part-time teacher, salary, sick leave credits, and any other entitlements that are not specified in other provisions of this Agreement shall be prorated in the ratio that the teacher's assignment bears to a full-time assignment of six (6) periods out of eight (8) periods plus the Additional Professional Duties as outlined in Article L9.01.01.

Part-time Pro-Rating		Maximum half-periods each of on-calls and 15-minute supervisions	
Assignment (Periods)	FTE Status	On-calls	Supervisions
0.5	0.083	3	5
1.0	0.167	5	9
1.5	0.250	7	14
2.0	0.333	9	18
2.5	0.417	11	23
3.0	0.500	13	27
3.5	0.583	15	32
4.0	0.667	17	36
4.5	0.750	19	41
5.0	0.833	21	45
5.5	0.917	23	50
6.0	1.000	25	54

L9.14.02 Every effort will be made to ensure that a part-time teacher, assigned in two (2) periods in one (1) semester, is assigned those two (2) periods either in the morning or in the afternoon, but not in both unless agreeable to the teacher.

L9.14.03 To the extent possible, part-time teachers shall have their on-calls and supervisions blocked in the period of time closest to the start of the teaching assignment or end of the teaching assignment.

L9.15 **Itinerant Teachers**

L9.15.01 An itinerant teacher is a teacher who is assigned duties by the Employer in more than one school or work location in a day. A part-time teacher who is assigned duties by the Employer in one school and successfully secures work in another school is not considered as an itinerant teacher.

L9.15.02 An itinerant teacher shall have one school or work location designated as their school of record.

- L9.15.03 An itinerant teacher shall be guaranteed reasonable travel time, exclusive of lunch and normal preparation time, for travel between assigned schools.
- L9.15.04 An itinerant teacher shall be paid the Employer's per kilometer rate for traveling between assigned schools.

ARTICLE L10 SICK LEAVE

- L10.01 All other Sick Leave provisions are provided in [Section C9.0](#) of Part A-Central Terms.

L10.02 Medical Documentation

- L10.02.01 A Teacher absent through illness for any period may be requested to furnish a certificate to that effect from the attending physician but the Employer may at its discretion require a certificate from a physician of its own appointment and, in the event of a disagreement, require a third medical opinion; at no cost to the teacher.

Where additional considerations around the selection of the medical practitioner may be required to support the teacher, the Employer and the Union agree to consult on the requirements necessary in the selection of a medical practitioner. The Teacher shall receive a copy of any medical report provided to the Employer.

- L10.02.02 Notwithstanding Article L10.02.01 with respect to a furnished certificate, Functional Ability or other such physician completed forms requested by the Employer, the employee will be responsible for the cost of the first such form acceptable by the employer, and thereafter the Employer will be responsible for the cost of any additional such forms.
- L10.02.03 An employee has the right to union representation at any meeting where a return to work/accommodation program is being discussed. The Employer shall notify the employee of this right.

ARTICLE L11 SICK LEAVE/RETIREMENT CREDIT INCENTIVE PLAN

Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above.

L11.01 Any teacher who retires during the life of this Agreement and submits proof that they have been superannuated from the profession is entitled to receive a sick leave/retirement credit incentive if they have a minimum of ten (10) continuous and consecutive years of employment with this Employer or its predecessors.

L11.02 An eligible teacher, as defined in Article L11.01, shall receive a credit incentive (CI) as calculated according to the following schedule based on the total years of service with this Employer, or its predecessors:

10 Years	$CI = 25\% \times S \times (N \div 200)$
11 Years	$CI = 27.5\% \times S \times (N \div 200)$
12 Years	$CI = 30\% \times S \times (N \div 200)$
etc.	
19 Years	$CI = 47.5\% \times S \times (N \div 200)$
20 or more Years	$CI = 50\% \times S \times (N \div 200)$
Where: S = employee's full-time grid rate plus allowances in effect as at the date of retirement; AND	

For teachers hired prior to September 1, 2005, "total years of service with this Employer, or its predecessor" shall include years "in the profession for which the teacher has been given credit in the salary records of this Employer".

L11.03 In any event the credit incentive shall not exceed one-half of the employee's full-time grid rate plus allowances in effect at the date of retirement.

L11.04 It is understood that any interruption of service due to leaves granted by the Employer does not adversely affect the consecutive nature of a teacher's service.

L11.05 Total years of service will include time absent for those teachers on Pregnancy/Parental/Infant Care Leave, or who continue to receive salary through the Employer.

- L11.06 An unpaid leave of absence granted by the Employer which results in a person not teaching for a recognized board shall not be considered as experience for credit in the plan, but neither shall it be considered a break in the employee's service.
- L11.07 Teachers who are discharged or who voluntarily leave the service of the Employer but do not retire from the profession, shall receive no remuneration for accumulated sick leave.
- L11.08 An application for credit incentive must be submitted in writing, to the Superintendent of Human Resource Services or designate, four (4) months prior to the payout date as outlined in Article L11.10. If the application is received less than four (4) months prior to the payout dates outlined in Article L11.10, the Employer reserves the right to pay the retirement incentive at the next payout.
- L11.09 The credit incentive for an eligible teacher who dies in service shall be paid to their estate.
- L11.10 A teacher who is eligible for a credit incentive and who has submitted their full documentation shall have the following options regarding payment:
- a) total amount in either August or March following the date of retirement; OR
 - b) 1/2 in August and 1/2 in March following the date of retirement; OR
 - c) 1/4 in August and 3/4 in March following the date of retirement.
- The teacher shall make the choice of method of payment upon application as in Article L11.08.

ARTICLE L12 SCHOOL LEADERSHIP POSITIONS

L12.01 The School Leadership Plan

The School Leadership Plan shall contain Lead Teachers and School/Initiative Leaders as determined by the System Staffing Committee. These Leadership Positions shall be aligned with Ministry Curriculum Documents, system initiatives, and/or school initiatives.

It is understood that the System Staffing Committee shall review and may make recommendations for amendments to the criteria for School Leadership Plans and School Leadership positions.

L12.02 **Development and Approval of Plans**

L12.02.01 The School Staffing Committee will develop a School Leadership Plan based on the parameters provided by the System Staffing Committee. The plan will be submitted by the principal of the school to the superintendent responsible for secondary operations for review and approval. A copy of The Plan will also be forwarded to the System Staffing Committee for review.

L12.03 **Funding of Responsibility Allowance**

L12.03.01 Funding for school leadership positions will be consistent with Ministry of Education funding.

L12.03.02 Lead Teachers and School/System Initiative Leaders will be allocated an allowance recommended by the System Staffing Committee in accordance with the plans established in Article L12.02.

L12.04 **Carry Over of Unused Funds**

There shall be no carry over of unused funds.

ARTICLE L13 RELEASE OF FEDERATION OFFICERS

L13.01 In the event a teacher is elected or appointed to an office with the Provincial Executive of OSSTF, the Employer agrees to give that person an indefinite leave of absence without pay.

It shall be the responsibility of the teacher to notify the Employer of their election or appointment to the Provincial Executive by the Monday following the March Break. Similarly, a teacher returning to teaching from the Provincial Executive must notify the Employer by the Monday following March Break.

L13.02 Upon application by District 14, TBU OSSTF special leave will be granted for up to the equivalent of three (3) full-time teachers. Such leave will be granted for District 14, OSSTF activities.

L13.02.01 Such leave will be granted to not more than four (4) teachers designated by District 14, TBU OSSTF.

L13.02.02 Each teacher on special leave shall receive regular salary and benefits and shall receive full credit for sick leave and experience for grid placement. OSSTF will reimburse the Employer for the replacement teachers at the rate of the salary at Category III, Step 0 and for the full benefits premiums for the teacher being replaced.

- L13.02.03 A Release Officer who held a School Leadership Position or any other position that held extra financial remuneration shall continue to receive their allowance for the entire duration of their special leave. The allowance shall be adjusted annually based on the compensation rate for the position the Release Officer held at the commencement of leave. The Union will reimburse the Employer for the full cost of the said allowance.
- L13.02.04 Notwithstanding Article L13.02.02, a teacher on special leave with District 14, TBU OSSTF may be entitled to additional remuneration through the District 14, TBU OSSTF for their released officer duties. The Employer will process the additional remuneration, subject to regular and statutory deductions, through regular payroll as directed by District 14, TBU OSSTF. The Union shall reimburse the Employer for the full cost of the additional remuneration paid in accordance with this article. By June 30 of each year, District 14, TBU OSSTF shall notify the Employer of the additional remuneration for each released officer for the upcoming school year.
- L13.02.05 Teachers returning from special leave shall notify the Employer by May 31.
- L13.03 Upon application by District 14, TBU OSSTF, occasional release time to a maximum of sixty (60) days per school year shall be granted to teachers to carry out District 14, TBU OSSTF activities at the local level.
- L13.03.01 District 14, TBU OSSTF shall reimburse the Employer for occasional release time at a rate of one - one hundred and ninety fourths (1/194) of CAT 1 Year 0 per day.
- L13.03.02 No reimbursement is required from District 14, TBU OSSTF when Federation representation is required by the Employer for meetings.
- L13.04 **Release Officer WSIB Coverage**
- The Federation acknowledges that released officers are under the direction and control of the Federation and as such, teachers are not performing any duties or responsibilities related to their employment with the Employer.
- The Federation covenants and agrees to save harmless and indemnify the Board from and against all claims, charges, taxes, assessments, penalties and demands which may be made by the Workplace Safety and Insurance Board in respect to any teacher on such leave, pursuant to the Collective Agreement and applicable legislation.

ARTICLE L14 TEACHER SELF-FUNDED LEAVE PLANS (X/Y PLANS)

L14.01 The Teacher Self-Funded Leave Plan permits teachers to take a one (1) year, or one (1) semester self-funded leave, subject to Article L14.03. During the Y-year term (where "Y" must be 3, 4 or 5) the teacher shall agree to be paid by the Employer at X/Y (where "X=Y-1" or "X=Y-1/2") of the salary normally paid under the applicable Collective Agreement, subject to the conditions outlined below.

The amount of the Current Compensation Amount deferred by the teacher under the plan cannot exceed 33 1/3 % in any calendar year in accordance with the *Income Tax Act*.

The year or semester (one-half year) leave must be taken in the final year of the Plan.

L14.02 Application

A written application shall be delivered to the Superintendent of Human Resource Services or designate not later than February 28, in which is described the applicant's proposal with respect to a plan of salary holdback and timing of the leave of absence.

L14.03 Approval or Denial

The right to approve or to deny any application shall rest solely with the Employer. Written advice of approval or the reason for denial shall be delivered to the applicant not later than April 1, following the date of application.

L14.04 Definition

Entry into the plan shall be effective only on September 1 and the duration of a leave of absence under this plan shall be between September 1 to August 31 next.

L14.05 Salary Holdback

During the teaching years of the plan, the teacher shall be paid a percentage of the salary and allowances to which the teacher is otherwise entitled in accordance with the Collective Agreement. The salary shall be placed in an individual trust account in the name of the teacher. Interest paid on the trust account shall be the prime rate less 2% as established by the Employer's chartered bank. Any interest must be paid to the individual in the taxation year in which it is earned. Such

interest is treated as income for the purpose of the *Income Tax Act* and shall be paid by December 31 in each year. A statement of each teacher's account will be issued at the end of each school year.

L14.06 **Payment**

L14.06.01 During the "X" years of the "X/Y" plan, the teacher shall receive "X/Y" of their salary in each year as determined by the Collective Agreement in effect for that period.

L14.06.02 During the said leave of absence, the sum accumulated in the trust on behalf of the teacher shall be paid to the teacher in the same manner as would the teacher's salary were the teacher not on leave of absence.

L14.07 **Benefit Plans**

L14.07.01 Throughout the years of the plan, teacher benefits shall be subject to the terms and conditions as outlined through the benefit trust.

L14.07.02 The year of absence does not represent a break in service so far as sick leave/retirement credit incentive is concerned.

L14.07.03 There shall be neither accumulation nor utilization of sick leave credits during the year/semester of absence.

L14.07.04 The Employer and Teacher shall comply with the regulations governing the *Ontario Teachers' Pension Plan*.

L14.08 **Termination**

L14.08.01 A participant may withdraw from the originally agreed upon plan up to and including the 28th day of February preceding commencement of the leave of absence. Upon withdrawal, the sum accumulated in the trust, including any accrued interest less a withdrawal fee of \$50, shall be paid to the participant within sixty (60) days following delivery to the Superintendent of Human Resource Services or designate of written notification of withdrawal.

L14.08.02 A declaration of redundancy shall be deemed to be written notice of withdrawal, delivered to the Superintendent of Human Resource Services or designate on the effective date of the redundancy.

L14.08.03 In the case of the death of a participant prior to commencement of the leave of absence, the sum accumulated in the trust, including accrued interest thereon, shall be paid to the estate of the participant within sixty (60) days following the date of death.

L14.08.04 In the case of the death of a participant during the leave of absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the participant within sixty (60) days following the date of death.

L14.08.05 Plans that are no longer compliant with the allowable plan duration made under the *Income Tax Act* and its regulations, as amended, shall be terminated. The sum accumulated in the trust, including any accrued interest, shall be paid to the participant within sixty (60) days following the notification to the participant that the plan has been terminated.

L14.09 **Contract**

Each participant shall execute a contract wherein are set out the terms and conditions of participation in the plan.

ARTICLE L15 LEAVE OF ABSENCE WITHOUT LOSS OF PAY AND NOT CHARGEABLE TO SICK LEAVE

L15.01 **Bereavement Leave**

L15.01.01 Leave of absence without loss of pay shall be granted to a maximum of three (3) working days in the case of the death of an immediate member of their family for the purpose of arranging for and attending the funeral. Immediate member of the family shall mean spouse, mother, father, daughter, son, sister, brother, foster child, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, step-parent, step-child, step-sibling, or fiancé(e).

L15.01.02 Leave of absence without loss of pay shall be granted to a teacher to a maximum of one (1) working day to attend the funeral of an aunt, uncle, niece, nephew or cousin.

L15.01.03 At the discretion of the Superintendent of Human Resource Services or designate, up to two (2) additional working days may be granted to meet exigencies of distance and/or special circumstances. These may be in addition to the leave granted in L15.01.01 and L15.01.02.

L15.02 **Quarantine Leave**

Quarantine leave without loss of pay shall be granted to a teacher for a period of quarantine when declared by the Medical Officer of Health or designate.

L15.03 **Jury or Witness Leave**

Leave without loss of pay shall be granted to a teacher to serve as a juror or to respond to a subpoena as a witness in any proceedings to which the teacher is not a party or one of the persons charged, provided that the teacher pays to the Employer any fee, exclusive of traveling and living expenses, that the teacher receives as a juror or as a witness.

L15.04 **Personal Leave**

Personal Leave without loss of pay may be granted to a maximum of three (3) working days per school year subject to the approval of the Principal or immediate supervisor.

L15.05 **Recognized Religious Holidays**

Leave without loss of pay shall be granted on request to a maximum of two (2) working days per school year to observe recognized religious holidays.

L15.06 **Fifth Disease**

L15.06.01 When a medically confirmed case of Fifth Disease in the school becomes known to the principal, the principal will notify all school employees forthwith.

L15.06.02 If a pregnant employee is at risk, it is the employee's responsibility to visit their physician for immunity testing at the employee's cost as soon as possible. The employee may use a sick leave day for the visit to the employee's physician for the test.

L15.06.03 During the waiting period pending receipt of the test results, the employee will immediately be reassigned out of their regular workplace to an alternate site.

L15.06.04 As soon as it is available to the employee, the employee will forward the medical documentation to Human Resource Services.

L15.06.05 Employees with immunity to Fifth Disease will return to their regular work site. Employees without immunity will continue to be reassigned out of their regular work site until twenty (20) continuous days have elapsed since the last confirmed case of Fifth Disease at the employee's regular work site.

L15.07 **Training Courses, Lectures and Conferences**

L15.07.01 When the Employer requires a teacher to be absent because of training courses, lectures or conferences given during school hours, salary and benefits will continue.

L15.07.02 Leave of absence without loss of pay may be granted to a teacher who is attending the Bachelor of Education completion program in the Technological Education Internship Program at Queen's University where no other alternative exists. In the event that the teacher leaves the Employer within two (2) years of completion of the program, the teacher shall reimburse the Employer the cost of the occasional teacher, if any was incurred.

L15.08 **Family Medical Leave**

Please refer to [Article C8 Statutory Leaves of Absence/SEB](#) of Part A Central Terms.

ARTICLE L16 LEAVE OF ABSENCE-OTHERS

L16.01 Unpaid leave of absence of up to two (2) years duration may be granted by the Superintendent of Human Resource Services or designate.

L16.02 Upon application, a teacher shall be granted an unpaid leave of absence if the following conditions are met:

- a) the applicant has three (3) years service with this Employer; and
- b) the applicant has not had an unpaid leave of absence for five (5) years, excluding infant care leave; and
- c) the applicant received a satisfactory rating on his/her most recent performance evaluation; and
- d) where the Superintendent of Human Resource Services or designate, after consultation with the Superintendent, Student Achievement, determines that granting the leave would not seriously disrupt the school program.

L16.03 Application for a leave of absence under Articles L16.01 and L16.02 must be through the Teacher's Principal to the Superintendent of Human Resource Services or designate. Applications shall be submitted no later than February 28 for a leave which will start in September of that year or February of the next year. Applications submitted after February 28

may be approved at the discretion of the Superintendent of Human Resource Services or designate.

Response shall not be later than April 1 following the date of application or, in the case of late submissions, within a month.

- L16.04 It is understood that the leave is at no cost to the Employer. Continuation of benefits will be subject to the Central Agreement.
- L16.05 Each teacher granted an unpaid leave under the provisions of Articles L16.01 and L16.02 shall enter into an individual contract with the Employer that:
- a) represents a firm commitment to take the leave; and
 - b) commits the teacher to return from leave on the agreed expiration date.
- L16.06 Teachers on an unpaid leave of absence are subject to being declared redundant as per the provisions of this Collective Agreement.
- L16.07 Upon the return of a teacher who, with the approval of the Employer, has been involved in an exchange program, or in any program where the individual is working in an educational capacity (e.g., C.I.D.A., D.N.D., etc.) the salary and sick leave credits of that teacher shall be as if the teacher had remained on staff and provided service for this Employer.

ARTICLE L17 PREGNANCY AND PARENTAL LEAVE PLAN

L17.01 Pregnancy Leave

- L17.01.01 Pregnancy Leave shall be granted in accordance with the provisions of the *Employment Standards Act*, as amended.
- L17.01.02 Arrangements for leaves shall be made with the Superintendent of Human Resource Services or designate.
- L17.01.03 Pregnancy leave of up to seventeen (17) weeks shall be granted to a teacher who has worked for the Employer for at least thirteen (13) weeks as follows:
- a) Pregnancy leave shall be for a seventeen (17) week period or such shorter period as the teacher may request, unless she chooses to resign or extend the pregnancy leave into parental leave;

- b) Pregnancy leave may commence no earlier than the day that is seventeen (17) weeks before the teacher's due date or the date she gives birth, whichever is earlier, and no later than the date the child is due or the date the child is born, whichever is earlier;
- c) A teacher must give the Employer at least two (2) weeks written notice of the date the pregnancy leave is to begin and submit a medical certificate from a qualified medical practitioner stating the anticipated date of birth;
- d) The pregnancy leave may end earlier than planned if the teacher gives the Employer four (4) weeks written notice before the desired date of return.

L17.01.04 Pregnancy leave is an unpaid leave of absence; therefore during the leave, no salary or allowances shall be paid. Upon return to work, the teacher shall be placed on the salary schedule in accordance with the qualifications and experience the teacher would have as if the teacher had worked throughout the Pregnancy Leave.

L17.01.05 Notwithstanding Article L17.01.04, a teacher going on Pregnancy Leave may request sick leave if such teacher has sufficient accumulated sick leave to her credit and acceptable medical documentation supporting the absence. Sick benefits will not apply to non-pay periods (e.g. summer, March break, etc.). It is understood that time on sick leave during the post-partum period counts as part of the seventeen (17) weeks of Pregnancy Leave.

L17.01.06 If the teacher does not return to work at the expiration of the leave, the teacher shall be considered to have resigned unless the teacher or child is ill or the teacher has chosen to extend the Pregnancy Leave into a Parental Leave.

L17.02 **Parental Leave**

Parental Leave shall be granted in accordance with the provisions of the *Employment Standards Act*, as amended.

Parental Leave shall be granted to a teacher who has worked for the Employer at least thirteen (13) weeks as follows:

- a) Parental Leave shall be for up to sixty-one (61) weeks if the teacher has also taken a pregnancy leave or up to sixty-three (63) weeks if the teacher has not taken a pregnancy leave.

- b) The parental leave of a teacher who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- c) All other employees may begin their parental leave no more than seventy-eight (78) weeks after the child is born or comes into the custody, care and control of a parent for the first time.
- d) Where possible, the teacher must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- e) A teacher who wishes to end parental leave sooner than expected may do so if the teacher gives the Employer at least four (4) weeks written notice before the desired date of return.
- f) It is understood and agreed that the teacher will give the Employer notice of intent to adopt as soon as possible recognizing that it may be necessary for the teacher to commence leave immediately when the child becomes available.

L17.03 Provisions Applicable to Both Pregnancy and Parental Leaves

L17.03.01 Seniority and credit for teaching experience and sick leave continue to accrue during pregnancy leave and/or parental leave as defined in this Article.

L17.03.02 During pregnancy leave and/or parental leave, the Employer shall continue to pay its share of the benefit premiums, provided the carrier permits.

L17.04 The Employer will supply the teacher, if requested at the time of application, a statement of salary and benefit adjustments calculated to the commencement of the leave. Such statement shall include all amounts owing to the teacher or due to the Employer and shall be provided one (1) month in advance of the leave.

L17.05 Parental Leave Supplementary Employment Benefits (SEB)

L17.05.01 The Employer shall provide for teachers on parental leave a supplementary employment benefits plan providing for payment of 90% of salary for the waiting period for E.I. benefits, provided that the waiting period falls within the school year. This plan shall be approved by *Human Resources & Skills Development Canada*.

- L17.05.02 Teachers do not have a right to SEB payments except to supplement E.I. benefits during the unemployment period as specified in this plan.
- L17.05.03 The teacher must provide the Employer with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- L17.05.04 A teacher disentitled to or disqualified from receiving E.I. benefits shall not be eligible for a SEB. A SEB payment shall be made only when it has been verified that the teacher has applied for and is in receipt of E.I. benefits.
- L17.05.05 The waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable. A teacher who is not required to serve a waiting period before E.I. benefits commence shall not be eligible to receive a SEB payment.
- L17.06 **Pregnancy Leave Supplementary Employment Benefit (SEB)**
- L17.06.01 The Employer shall provide for permanent teachers and teachers hired to a term position, a SEB plan to top up their E.I. benefits. The teacher who is eligible for such leave shall receive 100% salary for eight (8) weeks immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- L17.06.02 SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- L17.06.03 The teacher must provide the Employer with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- L17.06.04 Teachers not eligible for E.I. benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- L17.06.05 For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- L17.06.06 Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.

- L17.06.07 If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- L17.06.08 The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- L17.06.09 Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- L17.07 Any teacher who is granted Pregnancy Leave or Parental Leave shall receive all monies owing on the pay date after the commencement of the leave.
- L17.08 Upon return from a pregnancy and/or parental leave, a teacher will be returned to the school in which the teacher was employed immediately prior to the commencement of the leave, subject to Article L24.

Where the teacher held a position of responsibility, it shall be returned to the teacher if the teacher returns to the school prior to the end of the term of the position of responsibility and provided that the position still exists.

ARTICLE L18 INFANT CARE LEAVE

- L18.01 A teacher who has been with the Employer for at least ten (10) teaching months and who will be absent to become a parent shall, upon appropriate application, be granted an unpaid Infant Care Leave of absence.
- L18.02 Infant Care Leave shall commence immediately following the last day of Parental Leave.
- L18.02.01 Arrangements for Infant Care Leave shall be made with the Superintendent of Human Resource Services or designate.
- L18.02.02 Unless otherwise specified by the Superintendent of Human Resource Services or designate, each leave granted under Article L18 shall not exceed twenty-four (24) months in duration. In the case of a teacher extending a Pregnancy, Parental and/or Infant Care Leave, the Pregnancy and/or Parental Leave shall constitute part of a total of thirty-six (36) months. Where both parents are covered by this Collective Agreement, only one parent shall be eligible for Infant Care Leave.

- L18.02.03 A teacher may give three (3) months notice (i.e., prior to the expected date of commencement of the leave) of the intent to ask for Infant Care Leave. For adoption, a minimum of two (2) weeks notice shall be given.
- L18.02.04 The teacher on Infant Care Leave must contact the Superintendent of Human Resource Services or designate in writing two (2) months, exclusive of July and August, before the expiry date of the leave in order to discuss placement of the teacher on the teacher's return to the job.
- L18.03 If the teacher does not return to work at the expiration of the leave, the teacher shall be considered to have resigned unless the child or teacher is ill as certified by a medical practitioner.
- L18.04 Continuation of benefits will be subject to the Central Agreement.
- L18.05 The Employer will supply the teacher, if requested at the time of application, a statement of salary and benefit adjustments calculated to commencement of the leave. Such statement shall include all amounts owing to the teacher or due to the Employer and shall be provided one (1) month in advance of the leave.
- L18.06 Any teacher who is granted Infant Care Leave shall receive all monies owing on the next regular pay date after the last teaching day.

ARTICLE L19 BIRTH OF A CHILD LEAVE

- L19.01 Leave of absence up to a maximum of two (2) days without loss of pay will be granted to a non birth parent to attend the birth of their child and for immediate after delivery care and support.

ARTICLE L20 ADOPTION LEAVE

- L20.01 Leave of absence up to a maximum of two (2) days without loss of pay will be granted to a parent or parents to receive a child through adoption and for immediate care and support.

ARTICLE L21 CONCURRENT LEAVES

- L21.01 A teacher on any of the leaves described in Articles L15 to L20 is not eligible for any concurrent leave.

ARTICLE L22 RETURN FROM A LEAVE

- L22.01 Upon return from a leave, a teacher shall be returned to the school in which the teacher was employed immediately prior to the commencement of the leave, subject to Article L24.

- L22.02 Where the teacher held a School Leadership Position, it shall be returned to the teacher if the teacher returns to the school prior to the end of the term of the School Leadership Position and provided that the position still exists.
- L22.03 Unless otherwise stated, during the leave no salary shall be paid and no experience shall be accumulated for salary purposes.
- L22.04 Unless otherwise stated, upon return from a leave, a teacher shall be placed on the salary schedule in accordance with the qualifications and experience possessed at the time the leave began.

ARTICLE L23 STAFFING FOR SECONDARY SCHOOLS

L23.01 **Generation of FTE Staff**

- L23.01.01 For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the Employer shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.
- L23.01.02 The FTE Guidance and Library teachers for the system shall be at least the minimum provided within the Ministry of Education funding for Guidance and Library (as amended), currently 3.7 FTE per 1000 ADE.
- L23.01.03 The FTE for Special Education Resource teachers and non-credit Special Education programs for the system shall be based on the Ministry of Education funding for these programs and services.
- L23.01.04 The Employer may hire additional teachers to perform duties in respect to secondary schools and secondary school programs based on the availability of ISA 4, third party funding, or other specifically targeted funding.
- L23.01.05 Notwithstanding Articles L23.01.01 to L23.01.03, the Employer may hire additional teachers to perform duties in respect to secondary schools and secondary school programs.
- L23.01.06 **Dual Credit**
- A secondary school's average daily enrolment in "dual credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any Class Size Regulation.

L23.02 **System Staffing Committee**

L23.02.01 The System Staffing Committee shall comprise of representation from the Board and District 14, TBU OSSTF as follows:

- the President or designate of the Bargaining Unit;
- two (2) other representatives of District 14, TBU OSSTF; and
- three (3) representatives of administration.

L23.02.02 The System Staffing Committee shall be established each year and maintained from year to year to review the calculation of secondary staffing generated by Articles L23.01.01 to L23.01.05, based on the projected enrolment, as determined by administration.

L23.02.03 The System Staffing Committee will:

- issue to schools, on or before April 30, the projected number of FTE classroom and non-classroom teachers generated by the funding formula;
- receive and review School Plans for compliance on or before May 15;
- convene meetings on or before May 30 of the System Staffing Committee, and other resource staff as required pursuant to Articles L24.04.02 to 24.05.
- receive and review School Timetables for compliance on or before June 15th. The Principal and an OSSTF representative from the School Staffing Committee will present the School Timetable to the System Staffing Committee; and
- review school leadership plans in accordance with criteria and parameters for school leadership structure as established under Article L12.

L23.02.04 The System Staffing Committee will meet as required during the spring staffing process and at least twice during the following school year for the purpose of reviewing the changes in enrolment and any necessary revisions of allocations to schools.

L23.03 **School Staffing Committees**

L23.03.01 The School Staffing Committee shall be established for each school by February 28 annually and maintained from year to year.

L23.03.02 The School Staffing Committee shall be comprised of the following school personnel:

- two (2) school administrators;
- two (2) OSSTF representatives: the School Branch President or designate, and the School Protective Services Committee Representative or designate

L23.03.03 It is understood that the Principal is responsible for the school organization and assignment of staff.

L23.04 **Information Required by the School Staffing Committee**

The School Staffing Committee shall:

- gather teacher preferences for teaching assignments (including half-credit courses) by March 31 and may consider recommendations for timetable organization from teachers and those in leadership positions. Consideration should be given to teacher preference and the number of multi-grade and/or multi-stream assignments;
- have access to information on the school's allocation of classroom and non-classroom teachers, student course requests, program requirements, staff qualifications and seniority, and surplus to the school declarations, as required to participate in the cooperative discussion on the proposed organization and staff assignment; and
- respect the confidentiality of personal information.

L23.05 **Development of the School Plan**

L23.05.01 The School Staffing Committee shall work collaboratively to develop the School Plan based upon the allocated staff, the curriculum needs of the students and the school, and the general principles for staff assignment as delineated in Article L24.

L23.05.02 The School Plan shall contain:

- section allocation by course and department/curriculum area;
- average class size by course and department/curriculum area;
- teacher assignment by department/curriculum area;
- teacher assignment in non-classroom areas; and
- areas of concern and special considerations including courses that might be offered outside the regular timetable.

L23.05.03 The School Staffing Committee shall:

- prepare the Preliminary School Plan for submission to the System Staffing Committee by May 15;
- meet as required to review the development of the timetable and to review the completed timetable before presentation to the System Staffing Committee;
- meet before the end of June to review the Final School Plan to be submitted to the System Staffing Committee by the Principal, or designate, by the end of the first week of July; and
- report to the entire school staff as appropriate.

L23.05.04 The Final School Plan shall contain:

- section allocation by course and department/curriculum area;
- teacher assignment by course and department/curriculum area;
- teacher assignment in non-classroom areas;
- individual teacher class sizes; and
- teacher timetables.

L23.06 The School Staffing Committee shall meet at the beginning of each semester and on at least one other occasion per semester, to review and monitor:

- class sizes;
- changes in staffing and timetabling; and
- the assignment of supervisions and on-calls where applicable.

L23.07 The School Staffing Committee through the Superintendent Responsible for Secondary Staffing will report the class sizes as of the third Friday in September to the System Staffing Committee for review by October 15 (using the most current data) for Semester I. This review process will be repeated by February 28 based on the third Friday in February statistics for Semester II.

The application of this Article may result in re-timetabling, cancellation of under enrolled classes, and/or other re-organizations as deemed appropriate.

L23.08 The dates in this Article may be altered, as required in a particular year, with the mutual consent of the parties.

ARTICLE L24 ASSIGNMENT OF STAFF TO SCHOOLS

For the duration of this Collective Agreement, the Letter of Understanding re: Staffing Processes shall supersede L24 Assignment of Staff to Schools.

L24.01 General

It is the purpose of this Article to establish the process by which staff will be assigned within each school; to be identified as surplus to the needs of an individual school; transferred or reassigned to other schools; or released and placed on recall if necessary due to redundancy.

- L24.01.01 For the purposes of this Article, “qualifications” shall be deemed to include evidence of successful teaching in other subject areas, obtained within the last five (5) years in accordance with the provisions of *Regulation 298*. Teachers shall be required to provide acceptable written confirmation of the subjects and courses successfully taught from a current or former principal or vice-principal.

Consideration shall also be given to assignment to a subject area by mutual consent in accordance with *Regulation 298*.

- L24.01.02 The dates in this Article may be altered, as required in a particular year, with the mutual consent of the parties.

L24.02 Seniority and Seniority Lists

- L24.02.01 Seniority shall be defined as the length of continuous service as an OSSTF teacher from the first day worked after last being hired by the Kawartha Pine Ridge District School Board or its predecessors.

- L24.02.02 Seniority shall continue to accumulate and shall not be considered an interruption of continuous service for any teacher who is on approved absence including, but not limited to, Sick Leave, Teacher Self-Funded Leave, Educational Leave, Unpaid Leave, Federation Leave, Compassionate Leave, Pregnancy or Parental Leaves, Infant Care Leave, Long Term Disability and layoff with recall rights.

- L24.02.03 Seniority lists will be established for teachers employed by the Employer. These lists will record the school, teacher, date of hire and the percentage of time worked. In addition, the list shall include the qualifications for a minimum of the 150 least senior teachers.

L24.02.04 Such seniority lists will be made available by February 28, to the TBU President of District 14, OSSTF, and Principals for posting in the schools. Teachers will have up to fourteen (14) days to submit corrections to the Superintendent of Human Resource Services or designate.

L24.02.05 Should a tie in rank ordering occur based on the first day of work the following criteria shall be used to break the tie:

- total years of secondary experience with the Employer and its predecessor Boards; THEN
- total years of teaching experience with the Employer and its predecessor Boards; THEN
- by lot conducted by a Superintendent or designate and the President of District 14, TBU OSSTF.

In applying the above criteria, the steps shall be applied in order as required until the tie is broken

L24.03 **Determination of the Staff Assignment for the School**

L24.03.01 When enrolments and the number of staff have been established for the system, on or before April 15, the Director of Education or designate shall determine the total number of teachers for each school as determined by the Superintendent responsible for secondary staffing, and the change in the number of teachers from the previous year. The Director of Education or designate shall inform the Principals and the President of District 14, TBU OSSTF.

L24.03.02 The Director of Education or designate shall inform the Principals and the President of District 14, TBU OSSTF, before April 15 of the number of teachers possibly redundant to the system needs. The Director of Education or designate shall identify the possibly redundant teachers for the system from those with the least seniority in the system and inform the Principals and the President of District 14, TBU OSSTF

L24.03.03 **Principles of Assignment of School Staff**

In the assignment of staff at the school the following principles shall direct the planning:

- staff assignment shall be in accordance with the qualification requirements, as outlined in 24.01.01;
- all teachers currently on staff on March 1 and those confirmed by the Director of Education or designate as returning to teaching duties at the school shall be considered;

- staff shall have an opportunity to indicate preferred assignments;
- where qualifications are appropriate, seniority shall be the predominant factor in determining if there are excess staff for the needs of the school (i.e. teacher with least seniority shall be declared surplus). Where it is deemed that the curriculum needs of the school require the retention of a teacher with less seniority than a teacher declared surplus, the principal shall provide an explanation to the teacher to be declared surplus prior to the declaration of surplus;
- surplus declarations may be whole or partial, in blocks of not less than 50% of the teacher's FTE, in order to facilitate surplus placement in a school by Semester.
- surplus declarations are subject to review of the System Staffing Committee;
- the voluntary surplus declaration of a teacher in order to prevent the surplus declaration of another staff member, may be granted with the agreement of the principal and the System Staffing Committee;
- part-time teachers may increase the amount of teaching time in accordance with the provisions of this Collective Agreement;
- the provisions of this Collective Agreement.

L24.04 Approval of Proposed School Organization and Staff Assignment

L24.04.01 On or before April 30, each Principal and/or designate(s) and an OSSTF teacher of the School Staffing Committee shall submit the proposed School Plan, as described in Article L23.05, to the System Staffing Committee.

L24.04.02 From the review in Article L24.04.01 and on or before May 15 the Director of Education or designate shall convene a meeting of the System Staffing Committee, and other resource staff as required to:

- establish a list of potential surplus to each school;
- establish a list of potential staff needs to each school;
- review potential assignment of staff requesting transfer;
- establish a possible assignment of staff surplus to schools in available positions in the system according to seniority;
- revise the School Plan and/or proposed staff assignments at schools to accommodate the optimum placement of staff;
- determine if any staff, identified as potentially surplus, are essential to the operation of a school program and must be retained due to specialized requirements for a position which no other staff can fulfil.

L24.04.03 By May 15 each Principal in cooperation with the School Staffing Committee will submit the approved School Plan and proposed staff assignment to staff.

L24.04.04 All staff identified as surplus to school needs or who will have a change in percentage of assigned contract time shall be informed in writing by the Principal immediately following the presentation of information in Article L24.04.03.

L24.05 **Placement of Staff Surplus to Individual Schools**

L24.05.01 On or before May 15 the Director of Education or designate shall convene a meeting of the System Staffing Committee, and other resource staff as required to:

- determine the placement of staff surplus to individual school needs based on available vacancies at each school.
- confirm voluntary transfers of staff that can be accommodated;
- initiate Administrative transfers which occur as a part of the regular staffing process;
- confirm voluntary decreases and mandatory increases in FTE;
- confirm which, if any teachers are possibly redundant.

L24.05.02 In the placement of staff surplus to individual schools the following principles shall be used:

- qualifications for assignment, in accordance with 24.01.01;
- where qualifications are appropriate, seniority shall be the predominant factor;
- If possible, staff shall have an appropriate length of time (up to forty-eight (48) hours) after being offered a position to affirm their acceptance.

L24.05.03 In the event that a surplus teacher is not able to be placed into an open position, in accordance with 24.05.01, the Superintendent Responsible for System Staffing, in consultation with the System Staffing Committee, will continue to place the remaining surplus teachers in order of seniority.

In consultation with the System Staffing Committee, the Superintendent Responsible for System Staffing shall determine what, if any, preferred options may be available to find an assignment for the unplaced surplus teacher(s), subject to 24.01.01. Such preferred options may include, but not be limited to, changing available LTO sections to contract, re-timetabling, cancellation of under-enrolled classes, and other re-organizations as deemed appropriate.

- L24.05.04 All positions remaining vacant after Article L24.05.02 shall be advertised within the system. External advertising shall begin only after no successful internal applicant was appointed except in instances of simultaneous advertising with the approval of the President, District 14, TBU OSSTF.
- L24.05.05 When a teacher has been declared surplus to the requirements of a particular school and has accepted a transfer to another school, they shall have first claim to any vacancy that occurs in their original school and for which they are qualified, up to June 15 of that year.
- In addition, they shall have the right to return to their last school for the year following the year of transfer should a vacancy be available for which the teacher is qualified and provided that the teacher has requested a transfer under Article L24.08.
- L24.05.06 In the filling of all vacant positions subsequent to April 30, possibly redundant and redundant teachers on the recall list must be offered, in order of seniority, any position for which they are qualified, in accordance with 24.01.01.
- L24.05.07 Teachers who cannot be placed in teaching positions under the provisions of Article L24.05.06 shall be declared redundant and notified in writing by May 31.
- L24.05.08 All redundant teachers shall have their names placed on a recall list and continue to be considered under Article L24.05.06 until:
- the teacher accepts a teaching position: OR
 - the teacher refuses a third (3rd) position for which they are qualified; OR
 - the teacher is not available to start within two (2) weeks of notice of recall; OR
 - a period of ten (10) school years, whichever comes first.
- Teachers who are eligible for recall shall file with the Employer their most recent address and telephone number. The Employer shall offer the recall by telephone and shall confirm the offer of recall by e-mail.
- L24.05.09 Any teacher who is declared redundant shall receive a letter from the Senior Manager of Human Resource Services or designate stating that the teacher is a competent teacher who has been declared redundant.
- L24.05.10 Teachers recalled according to the provision of Article L24.05.08, shall retain all rights and entitlements held at the time when they were declared redundant.

L24.05.11 **Group Benefit Plans**

Subject to eligibility requirements, a teacher whose name is on the recall list may participate in any of the Benefit Plans to which he/she belongs at the time that his/her name is placed on the recall list, provided that he/she pays the full premium in accordance with the pre-authorized debit plan as outlined in Article L16.04.

L24.06 **Retraining**

In the event the teacher elects to accept retraining for purposes of meeting the qualifications for an alternative teaching position with the Employer which shall be vacant on September 1 of the year in which the teacher is declared surplus, such teacher shall be assisted by a grant of \$500. The teacher shall elect to accept retraining by giving the Director of Education or designate notice in writing of his/her intention at any time after receiving a letter indicating he/she is surplus and prior to May 31 of that year agreeing to a course in retraining.

L24.07 **Vacancies**

L24.07.01 Where a known vacancy for a position occurs, the Employer shall post the vacancy on the employment opportunities section of the Board's website and on the Board's internal electronic communication system. A vacancy shall be posted for at least five (5) instructional days before the deadline for application for the position.

Notwithstanding the foregoing, any initial vacancy that occurs during July and August shall be posted in the Board Office, the Federation Office, and on the employment opportunities section of the Board's website and on the internal email system for a period of three (3) business days.

L24.07.02 Notwithstanding Article L24.07.01, the Employer may post a known vacancy that results from Article L24.07.03, a summer posting, or a vacancy that becomes available after the fifth instructional day in February.

L24.07.03 Any known regular position available between the 5th instructional day in September and 31 January, which is filled by an internal applicant, will be filled at the time of posting but may have an effective start the first day of semester two.

L24.07.04 Any known regular position available between the 5th instructional day in February and 30th of June, which is filled by an internal applicant, will be filled at the time of posting but may have an effective start the first

day of semester one for the beginning of the following September school year.

L24.07.05 A copy of each job posting shall be sent concurrently to the President of District 14, TBU OSSTF and work locations.

L24.07.06 Each posting will indicate the position, location, any requirements beyond basic qualifications and date and time of closing for applications.

L24.08 **Transfers**

L24.08.01 A voluntary transfer shall mean the relocation of a teacher from the place in which the teacher presently works to another place of work.

L24.08.02 A teacher may request a voluntary transfer for the following school year through Human Resource Services or designate before February 28. The Employer shall make reasonable efforts to accommodate requests for transfer.

L24.08.03 A teacher shall not be subject to an involuntary/administrative transfer other than in accordance with Article L24.08.04.

L24.08.04 When a teacher must be transferred from one position to another within the district, the teacher to be transferred shall be identified by mutual agreement of the teacher, principal and superintendent. Failing such agreement, the teacher to be transferred shall be identified by the Director of Education or designate. Any teacher so transferred who feels unfairly treated by this transfer may grieve this matter. The Employer will endeavour to ensure that a teacher so transferred shall not be forced to transfer again for a period of two (2) school years unless by mutual consent.

In effecting administrative transfers, in accordance with Article L24.05.01 or outside of the regular staffing process, unless otherwise agreed between the teacher and the Superintendent Responsible for Secondary Staffing, no transfer shall be made that exceeds a distance of fifty (50) kilometres from the current work location.

To the fullest extent possible, administrative transfers shall take effect for the beginning of a semester.

L24.09 **Changes to Full-time and Part-time Assignment**

L24.09.01 A full-time teacher who requests a part-time teaching assignment for the following school year shall notify the Human Resource Services designate in writing before February 28. Applications received after this date may be considered at the discretion of the Human Resource Services designate.

L24.09.02 Any part-time teacher who changed from a full-time to a part-time assignment with this Employer, or its predecessors, and who wishes to increase their FTE may exercise this option subject to Article L24, provided that they notifies the Superintendent of Human Resource Services in writing by February 28.

Any part-time teacher who voluntarily reduces their FTE and who wishes to increase their FTE up to and including their original FTE, may exercise this option, subject to Article L24, within five (5) years of the commencement of the reduced FTE assignment, provided that the teacher notified the Human Resource Services designate in writing by February 28.

L24.09.03 A part-time teacher who has completed the probationary period and who requests a full-time teaching assignment for the following school year shall notify the Human Resource Services designate in writing before February 28. They shall be offered a vacant full-time position for which they are qualified prior to a teacher being newly hired by the Employer.

L24.09.04 When vacancies occur for Semester 2, teachers who are working in the school where vacancies exist and who had requested an increase for the current year shall be offered the vacancy, or part thereof, prior to posting the vacancy, provided that the teacher is qualified in accordance with Article L24.07.05, and there are no outstanding Teacher Performance Appraisal or disciplinary issues.

L24.10 **Internal Teacher Trades**

Subject to the approval of the Superintendent responsible for Secondary Staffing, a teacher may apply to trade their assignment with another teacher from a different location. Trades must have the consent and input from the principals affected by the proposed trade.

L24.10.01 Teachers must submit their applications for an Internal Teacher Trade to Human Resource Services no later than February 28. Unless otherwise agreed, trades will be effective the start of the following school year.

L24.10.02 Notwithstanding the above, the approval of Internal Teacher Trades will be subject to confirmation that the teachers are not declared surplus or redundant from their current locations through the regular staffing process.

ARTICLE L25 ALTERNATIVE EDUCATION SITES

The following Articles are exceptions to other Articles in the Collective Agreement and only apply to Alternative Education Sites.

- L25.01 There shall be three alternative education sites, one each in Clarington, Northumberland, and Peterborough. The Employer may, at its discretion, increase or decrease the number of site locations based on student needs/program requirements and funding. The Employer agrees to inform the District 14, TBU OSSTF prior to doing so.
- L25.02 The Employer shall staff alternative education sites as directed by the Ministry of Education.
- When enrolment on October 31 exceeds projections and requires additional staff, such teacher(s) shall be provided as soon as possible.
- L25.03 When enrolment projections have been completed for the alternative education sites, every attempt will be made to retain staff at the site currently employed subject to program needs. After program requirements are met at each site, teachers with the least seniority who cannot be accommodated in the alternative education system will be declared surplus in accordance with Article L24.
- L25.04 Notwithstanding 25.01, the alternative education sites in Clarington, Northumberland, and Peterborough will be staffed in accordance with Articles L23.02 – L23.08 and L24.
- L25.05 Every effort will be made to retain staff at the site to which they have been assigned in September for the school year. Notwithstanding, where enrolment shifts occur during the year and upon review by the System Staffing Committee, staff may be reassigned by mutual consent to another alternative education site to balance loads. In the event mutual consent is not achieved, the Employer reserves the right to reassign staff to meet student needs. Such reassignment will only occur at the start of a Semester.
- L25.06 **Alternative Education Site Program Head**
- Each alternative education site shall have a Site Program Head for a term of three (3) years. Alternative Education Site Program Heads will be allocated an allowance equivalent to the remuneration outlined in the School Leadership model.

L25.07 Working Conditions for Alternative Education Site Teachers

- L25.07.01 Teachers will be scheduled for assignment in accordance with Articles L9.01 and L9.14. Notwithstanding maxima Additional Professional Duties set out in Articles L9.01 and L9.14, teachers may be assigned up to an equivalent amount of time which would normally have been associated with such duties.
- L25.07.02 Recognizing the need for flexibility within the alternative education sites, alternate daily schedules may be proposed to the System Staffing Committee, and must include:
- a 40 minute uninterrupted lunch;
 - an identifiable 75 minute period of unassigned time as per Article L9 that cannot be split into more than 2 blocks; and
 - only three 75 minute blocks of instruction.
- L25.07.03 When a new method of program delivery is proposed for an alternative education site that is outside of the usual delivery methods of the site, the System Staffing Committee shall be consulted.
- L25.08 Teachers other than occasional teachers and continuing education teachers shall be paid on grid.

ARTICLE L26 CARE, TREATMENT, CUSTODY AND CORRECTIONAL PROGRAMS (CTCC)

- L26.01 The following Articles apply only to CTCC Programs.
- L26.02 The System Staffing Committee shall receive a list of the CTCC Programs on an annual basis before the Spring Staffing Process.
- L26.03 As per Article L9.05 and L9.07, teachers in CTCC Programs shall have 75 minutes of unassigned time, and a 40 minute uninterrupted lunch. Lunch shall be part of a daily schedule. Unassigned time can be flexible during the day, with agreement of the CTCC Program Teacher.
- L26.04 Notwithstanding maxima Additional Professional Duties set out in Articles L9.01 and L9.14, teachers may be assigned up to an equivalent amount of time which would normally have been associated with such duties within the CTCC Program.
- L26.05 CTCC Programs shall be assigned to a school for the purposes of staffing as per Article L24. Teachers of CTCC Programs shall be included in all school correspondence.

- L26.06 Should a CTCC Program be moved and attached to a different regular secondary school site, the current CTCC teacher of that program shall have first rights to move with the Program.

ARTICLE L27 ACTING ADMINISTRATORS

- L27.01 For absences of ten (10) consecutive school days or less, a consenting teacher may be appointed as a teacher-in-charge. The teacher who agrees to such a position shall be paid an allowance of \$50 for each full day of replacement.

- L27.02 For absences of eleven (11) consecutive school days or more, the teacher who agrees to such a position shall be paid according to the applicable minimum salary that applies for principals and vice-principals. For the duration of the appointment, any teacher accepting such a position will not be removed from the Bargaining Unit for the purposes of seniority and benefits.

The appointment of an Acting Administrator to support an absent principal/vice-principal shall be communicated to all school staff at the time of the appointment via the school's regular method of communication.

Any teacher acting as a temporary principal, vice-principal or teacher-in-charge shall not discipline or evaluate the performance of any other teacher.

The Employer shall provide written notice to the President of District 14, TBU OSSTF of any teacher serving in an Acting Administrator capacity.

- L27.03 The teacher shall be entitled to return to the Bargaining Unit to the teacher's former position, subject to the provisions of Article L22, provided that the teacher's term as acting principal or vice-principal does not exceed 194 consecutive working days. It is understood that should the appointment commence in second semester and continue into the first semester of the subsequent school year, that the summer break shall not constitute a break in the consecutive days, but only days worked during the summer break will be accrued against the maximum of 194 days.

- L27.04 A teacher returning to the Bargaining Unit under Article L27.03 shall have reinstated all accumulated seniority from the Bargaining Unit up to the date of commencement of the acting principal/vice-principal position.

- L27.05 The teaching position vacancy resulting from the appointment of an acting principal/vice-principal shall be filled by a teacher or an occasional teacher in accordance with the *Education Act and Regulations* and the provisions of this Collective Agreement.

ARTICLE L28 HEALTH AND SAFETY

L28.01 The employer agrees to abide by the *Occupational Health and Safety Act*. Any alleged violation of the *Act* shall be dealt with pursuant to the enforcement mechanisms outlined in the *Act*.

L28.02 Teachers on the School Site Inspection Committee will be entitled to participate in monthly inspections during normal working hours in accordance with the provisions with the *Occupational Health and Safety Act*. Such time may be during the teacher's scheduled time free from assigned duties. In such a case, there will be a reduction to that teacher's additional assigned duties up to a maximum of twenty (20) on-calls or equivalent supervision time per school.

L28.03 Safety Footwear

It is understood that safety shoes will be worn as a condition of employment for teachers assigned to teach construction, manufacturing, transportation and welding.

The Employer will reimburse all employees who have completed their probationary period up to \$140 for the purchase of C.S.A. approved safety footwear once per school year, provided that the employee provides proof of purchase.

ARTICLE L29 CONTINUING EDUCATION TEACHERS

L29.01 It is the desire of both parties to specify within this Article the entitlement to salary, allowances and other mutually agreed items for continuing education teachers, as that term is defined by the *Education Act*, as amended, while employed by the Employer to teach one or more secondary school credits or non-streamed equivalent credits, excluding credits taught in Section 23 or C.I.S. programs.

No other provisions of the Collective Agreement between the parties shall apply to continuing education teachers unless specifically referred to below:

Article L2	-	Recognition
Article L3	-	Rights and Responsibilities
Article L4	-	Duration & Renewal
Article L5.08	-	Union Dues
Article L30	-	Grievance Procedure

L29.02 **Pregnancy/Parental/Adoption Leave**

Pregnancy/Parental/Adoption Leave without pay for continuing education teachers shall be in accordance with the terms of the *Employment Standards Act*.

L29.03 **Bereavement/Illness**

A continuing education teacher shall be entitled to leave of absence with pay for a maximum of two (2) days in each contract term for:

- bereavement as defined in Article L15.01; or
- illness (may be requested to furnish a certificate to that effect from the attending physician); or
- for any other leave that is approved by the Director of Education, or designate.

Such days shall not accumulate beyond the end of the contract term. Replacement teachers shall be provided and paid for by the Employer.

L29.04 **Compensation**

L29.04.01 **Correspondence Courses**

Per Lesson Rate

Effective Date	Grade 9 / 10	Grade 11 / 12
1 September 2019	\$12.72	\$15.88
1 September 2020	\$12.84	\$16.04
1 September 2021	\$12.97	\$16.20

The lesson rate will be paid for marking exams.

L29.04.02 **Summer School and Night School**

Effective Date	Hourly Rate
1 September 2019	\$43.15
1 September 2020	\$43.58
1 September 2021	\$44.02

L29.04.03 The above rates are deemed to include Vacation and Statutory Holiday Pay.

L29.05 Right of Return/Recall

When hiring teachers to teach credit courses or non-streamed equivalent credit courses in the Night School and Summer School programs, the Employer shall give priority to teachers in the following sequence:

- a) Teachers whose names appear on the recall list, THEN
- b) Any teachers from the preceding program who are currently members of District 14, TBU OSSTF, THEN
- c) Teachers currently employed by the Employer.

L29.06 Seniority List

A separate seniority list shall be established for summer school teachers teaching credit courses, or non-streamed equivalent credits, for service commencing July 1, 1999. Teachers shall be removed from the list if they have not taught at summer school for two (2) consecutive years unless on an approved leave. A copy of the summer school seniority list will be made available to District 14, TBU OSSTF by the last working day in November each year.

ARTICLE L30 GRIEVANCE PROCEDURE

L30.01 Definitions

- a) A "grievance" is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.
- b) A "party" shall be defined as:
 - i. District 14, TBU OSSTF;
 - ii. The Employer.
- c) "days" shall mean regular work days unless otherwise indicated.

L30.02 A teacher shall have the right to have present a representative from OSSTF to assist the teacher at any stage in this Grievance and Arbitration Procedure.

L30.03

Procedure

Informal Stage:

Any dispute to be recognized as a grievance must first be discussed by the teacher with the principal within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, District 14, TBU OSSTF may file a formal grievance at Step One, within ten (10) days of the informal stage.

Step One:

District 14, TBU OSSTF may initiate a written grievance with the Superintendent of Human Resource Services, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- i. a description of how the alleged dispute is in violation of the Collective Agreement; AND
- ii. a statement of the facts to support the grievance; AND
- iii. the relief sought; AND
- iv. the signature of the duly authorized official of District 14, TBU OSSTF.

Step Two:

If no settlement is reached at Step One, District 14, TBU OSSTF, may within ten (10) days of receipt of the written reply of the Superintendent of Human Resource Services or designate, refer the matter to the Employer. The Employer shall meet with the OSSTF's Grievance Committee within ten (10) days of receipt of the written request of District 14, TBU OSSTF to discuss and endeavour to solve the problem.

The Employer shall answer the grievance in writing within ten (10) days of the meeting.

L30.04

If the reply of the Employer is unacceptable to District 14, TBU OSSTF, it may, within ten (10) days of receiving the written reply of the Employer, apply for arbitration.

Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the grievance procedure.

L30.05 **Policy and Group Grievance**

District 14, TBU OSSTF has the right to file a policy grievance or group grievance on behalf of two or more teachers who are similarly affected as a result of an alleged violation of the Collective Agreement.

The Employer has the right to file a policy grievance.

Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that an Employer grievance shall be filed with the President of District 14, TBU OSSTF and at Step Two, the Employer shall present its grievance to District 14, TBU OSSTF's Grievance Committee.

L30.06 **Arbitration**

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the parties fail to agree upon an arbitrator within the ten (10) days of written notification of desire to move to arbitration, the appointment shall be made by the Minister of Labour upon request of either party.

Upon written request of either Party, the grievance shall be submitted to a Board of Arbitration. The written request shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Board of Arbitration. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Appointee, or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

A grievance may be submitted to expedited arbitration under Section 49 of the *Labour Relations Act*.

The single Arbitrator or Board of Arbitration shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher or Employer affected by it. The decision of a majority is the decision of the Board of Arbitration, but, if there is not a majority, the decision of the Chair governs.

The single arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify or otherwise amend the provisions of the Collective Agreement.

The single arbitrator or Board of Arbitration shall have the power to relieve against time lines, modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

L30.07 Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to comply with the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.

L30.08 There shall be no reprisals of any kind taken against any teacher because of participation in the grievance or arbitration procedure under this Collective Agreement.

L30.09 Should the processing or investigation of a grievance require that a grievor or District 14, TBU OSSTF representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the Superintendent of Human Resource Services or designate.

L30.10 **Cost of Arbitration**

The fees for a single Arbitrator, or a Chair of a Board of Arbitration, shall be shared equally by the parties. Other costs incurred by each party shall be the responsibility of that party.

L30.11 **Grievance Mediation**

At any stage in the grievance procedure, the Parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The Parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

The timelines outlined in this Article shall be frozen at the time the Parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either Party to the other Party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they are frozen.

The fees for the mediator shall be shared equally by the Parties.

ARTICLE L31 LABOUR MANAGEMENT DISCUSSIONS

- L31.01 The Employer and District 14, TBU OSSTF agree that labour management issues can be discussed at regularly scheduled System Staffing Committee meetings. It is understood that the Employer will incur no extra cost than currently exist with the System Staffing Committee.

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

**The Ontario Secondary School Teachers’ Federation, District 14 Teacher
Bargaining Unit (The “Union”)**

Re: Secondary School E-Learning



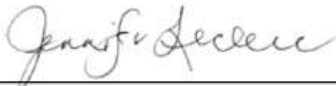
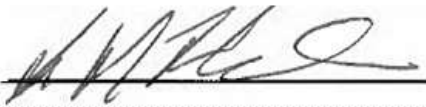
The Employer and the Union agree to the following provisions for implementing a delivery model for secondary program electronically through E-Learning:

1. The Employer agrees to inform the Union prior to implementing new electronic and distance education delivery of secondary school credits in a school.
2. Students enrolled in E-Learning courses as part of their regular day school program will be recorded in either the full time or part-time day school enrolment register of the home board in the same manner as classroom delivered courses (as opposed to the Independent Study Register of the delivering board). (Ministry of Education 2007: SB19)
3. Credit courses offered by electronically delivered curriculum will be conducted according to the requirements of the *Education Act* and Regulations that apply to regular day school credit courses.
4. For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-Learning class size regulations or 30 in the absence of such regulations.
5. No E-Learning credit course shall exceed 35 students.
6. All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks to the home school of the student for students taking E-Learning credit courses will be the responsibility of the teacher assigned to the E-Learning course. Teachers assigned to an E-Learning course will

provide guidance and support to students during the orientation period of the E-Learning course.

7. All E-Learning courses offered through the day school program will be scheduled as part of the teacher's timetable.
8. A teacher teaching an E-Learning course(s) will be assigned a work station/work area in the teacher's secondary school with the necessary resources for teaching an on-line course.
9. A teacher teaching an E-Learning course(s) will correspond with students only through a Board server using software provided by the Employer. The teacher will not use their personal email in any aspect of the delivery of the E-Learning program.
10. A teacher teaching an E-Learning course(s) will report to KPRDSB school board personnel only and will be evaluated only by the principal or vice-principal and/or supervisory officers employed by the Employer.
11. For purposes of staffing and surplus declaration, a teacher assigned to teach an E-Learning credit course(s) will be included in the staff complement of the secondary school which is the work location of the teacher, subject to the staffing provisions of the Collective Agreement.
12. All job postings for E-Learning credit courses will be posted in accordance with Article L24.07 of the Collective Agreement.
13. In the event there are changes to the *Education Act* with respect to Provincial guidelines, funding or protocols, the Employer and the Union agree to meet and review how such required changes will be implemented.

Dated at Peterborough, Ontario this 18th day of June 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation – District 14 TBU
	
	

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Ontario Secondary School Teachers’ Federation, District 14 Teacher Bargaining Unit (The “Union”)

Re: Employee hired under a Letter of Permission

An employee hired under a Letter of Permission pursuant to *Regulation 142* made under the *Education Act* shall be subject to all the provisions of said regulation. For clarification, the Parties understand the following:

1. Other than prescribed in regulation, applications from an unqualified teacher shall not be considered until eligibility requirements have been met under a Letter of Permission.
2. Employees teaching under a Letter of Permission are only eligible to teach the courses for which the Employer has applied for permission.
3. Employees hired to teach under a Letter of Permission will not be subject to the provisions of Article L24 of the Collective Agreement during the term of the assignment.
4. Employees hired to teach under a Letter of Permission shall not exceed one (1) school year (September to June). It is understood that the employee teaching under a Letter of Permission shall not be included in the staffing process for the following school year.
5. During the annual staffing process, the System Staffing Committee shall ensure that all teachers identified as not having a position shall be notified.
6. Unless otherwise prescribed in this Letter of Understanding, all provisions of the Collective Agreement will apply to employees teaching under a Letter of Permission.

Dated at Peterborough, Ontario this 18th day of June 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation – District 14 TBU
	
	

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

**The Ontario Secondary School Teachers’ Federation, District 14 Teacher
Bargaining Unit (The “Union”)**

Re: Teacher Transfer and Placement Due to School Opening or Closure

WHEREAS the Employer and the Union recognize that it may be necessary for the Employer to consider opening, consolidating or closing secondary schools, therefore the following protocols are agreed to in principle.

Staffing Protocol for New School Opening

The intent is to facilitate staffing of the new school by establishing a leadership team and accommodating staff transfer and/or hiring to meet programming needs. Staff transfer and placement is also intended to accommodate potential staffing needs reductions at schools where enrolment is impacted by shifting student enrolment to the new school. Staffing for the new school shall be accomplished without compromising existing Collective Agreement provisions and entitlements.

Step 1 Leadership positions as per the current School Leadership structure shall be posted at such time as is appropriate to establish a leadership team for planning for the new school opening and subsequently upon opening. Such leaders shall be paid an allowance equivalent to a Level 3 Position of Responsibility (POR) for the semester prior to opening. Funding for such allowance shall be separate and in addition to the System POR funding for the year previous to the opening.

Step 2 The superintendent responsible for secondary staffing shall establish a projection of student enrolment at the new school and projection(s) for enrolment decline at affected existing school(s). From this projection a list of vacancy needs at the new school shall be established and a list of potentially surplus teachers at existing affected schools shall be created.

Step 3 Staff at the affected existing schools shall be afforded the opportunity to submit a Conditional Transfer Request which will indicate their preference to transfer to the new school only if identified as surplus to their current school.

- Step 4** A meeting of System Staffing, which will include the administration team for the new school, will be held subsequent to the February 28 deadline for submitting transfer/status change requests. Unconditional requests for transfer to the new school shall be accommodated only so far as the most senior qualified identified surplus teacher on the seniority list. These teachers and their respective principals shall be notified as soon as possible following placement.
- Step 5** Schools shall make adjustments to their surplus identifications and vacancy needs as normal in preparation for the regular spring or annual placement meeting.
- Step 6** The spring or annual placement meeting will proceed as usual to consider the System Staffing of all schools and teacher requests / needs.
- Step 7** Any remaining vacancies at schools, including the new school shall subsequently be posted and filled as per existing Collective Agreement provisions.

Staffing Protocol for School Closure or Consolidation

In the event that a secondary school is to be closed, an announcement of such closure shall be made by the Employer in accordance with Board Policy.

The general principle is that teachers will follow students to their new schools in consideration of their seniority subject to program needs and teacher qualifications.

No teacher shall suffer job loss strictly as a result of school closure. However, redundancy may occur and shall be dealt with according to Article L24 of the Collective Agreement.

Teachers with School Leadership Positions

Teachers holding school leadership positions in the closing school shall be entitled to apply for other leadership positions. The responsibility allowance for teachers of the closing school will be maintained for the balance of the term of appointment (i.e. red-circled). Any dollars used to maintain a teacher's responsibility allowance shall be deducted from the overall "School Leadership Allowance" budget prior to allocating the balance of the budget line in accordance with Article L12. Where a teacher accepts another school leadership position, they shall cease to be entitled to further allowance from the previous school.

Scenario 1 - School Consolidation

Two schools are combined into a single existing or new facility and creating a unified boundary.

The intent is to integrate the staff prior to the normal staffing process so that teachers are staffed according to seniority and qualifications. That is, no staffing decisions should be

based in whole or in part on which former school a teacher was teaching at. Nothing in this process shall limit or negate entitlement to other staffing provisions in the Collective Agreement such as requests for leave, transfer and/or change in FTE status. The following steps are to be completed prior to the staff placement meeting as per Article L24.05.

- Step 1** A School Staffing Committee will be established consisting of:
- i) the Superintendent of Education: Student Achievement;
 - ii) the Principals and Vice-Principals of the two schools;
 - iii) two (2) staff representatives of each school as determined by the President of the District 14 Teacher Bargaining Unit; AND
 - iv) two (2) teachers of the District 14 Teacher Bargaining Unit Executive.
- Step 2** The Principal in consultation with the School Staffing Committee, and in consultation with the teachers of the schools, will develop a School Staffing List merging the two school staff lists and showing teachers' seniority, qualifications, subject preferences and other related information for each teacher.
- Step 3** The Principal in consultation with the School Staffing Committee will project program needs and the Superintendent of Schools shall determine the FTE Allocation based on enrolment projections, student option sheets and other relevant information.
- Step 4** Where FTE Allocation to the school exceeds the FTE entitlement of staff, there shall be no surplus declaration except where a teacher elects to exercise a voluntary declaration of surplus. Where the FTE Allocation does not exceed the FTE entitlement of staff, the School Staffing Committee shall identify potentially surplus teachers. Potentially surplus teachers shall be identified in accordance with Article L24.
- Step 5** The Principal in consultation with the School Staffing Committee shall establish a School Plan as per Article L23. Where there is a single school position (e.g. Library, Position of Responsibility, etc.) the incumbent with the greatest seniority and the required qualifications shall have first right of refusal for the position. Every reasonable effort shall be made to establish fair and equitable teaching assignments.
- Step 6** Subsequent to developing the School Plan, the provisions of Article L23 shall apply.
- Should circumstances or situations arise that cannot be addressed by the above, they shall be referred to the System Staffing Committee for

resolution and determination. Where agreement cannot be reached, the issues may be referred to the Grievance/Arbitration procedure. An arbitration decision must be consistent with this Memorandum of Understanding and the provisions of the Collective Agreement.

Scenario 2 - School Closure

A school is to be closed and school boundaries re-aligned so that there are two or more receiving schools.

The intent is to accommodate teachers from the closing school in order of seniority and qualifications. That is, no staffing decisions should be based in whole or in part on which former school a teacher was teaching. It is understood that less senior teachers at the receiving schools may be identified as surplus as a result of the following process. Nothing in this process shall limit or negate entitlement to other staffing provisions in the Collective Agreement such as requests for leave, transfer and/or change in FTE status. The following steps shall be completed prior to the staffing placement meeting as per Article L24.05.

- Step 1** A Staff Placement Committee will be established consisting of:
- i) the Superintendent(s) of Schools;
 - ii) the Principals of the schools;
 - iii) two (2) staff representatives of each school affected as determined by the President of the District 14 Teacher Bargaining Unit; AND
 - iv) two (2) teachers of the District 14 Teacher Bargaining Unit Executive.
- Step 2** The Committee will receive from the Superintendent of Education: Student Achievement information detailing the number of students scheduled to attend each receiving school and the placement of special programs.
- Step 3** The Principal in consultation with the Committee will project the program needs and staffing FTE for the receiving schools determined by a student program selection survey and/or option sheets in the receiving schools and the feeder schools.
- Step 4** The Principal in consultation with the Committee, in consultation with the teachers concerned, will develop a list of teachers displaced by school closure in order of seniority, showing order of school/subject/assignment preferences, qualifications and other related information for each teacher.
- Step 5** If the total staffing FTE at the receiving schools is not sufficient to accommodate placement for all staff from the closing school, then teachers from across all the involved schools will be identified as potentially surplus

in accordance with Article L24. Teachers shall have the right to self-identify as surplus.

Step 6 The Principal in consultation with the Staff Placement Committee shall then, in order of seniority and subject to qualifications, determine a school placement at the receiving schools until all teachers not identified as surplus have been placed. The Principal and the Committee shall also consider transfer requests that may be accommodated that would facilitate placement.



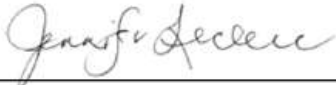
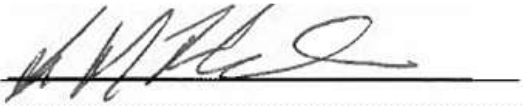
Step 7 Following school placement of staff, the Principal in consultation with school staffing committees shall establish a school plan as per Article L23.05 in the Collective Agreement. All staff assigned to the school shall be fairly and equitably considered in developing a school plan and determining teaching assignments.

Step 8 Teachers identified as potentially surplus shall have first right of recall as per Article L24, at the receiving schools up to the staff placement meeting as per Article L24. Thereafter, they shall have the same rights of recall as per Article L24.

Unique or Unforeseen Circumstances

Should circumstances or situations arise that cannot be addressed by the above, they shall be referred to the System Staffing Committee for resolution and determination. Where agreement cannot be reached, the issues may be referred to the Grievance/Arbitration procedure. An arbitration decision must comply with the provisions of this Memorandum of Understanding and the Collective Agreement.

Dated at Peterborough, Ontario this 18th day of June 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation – District 14 TBU
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LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Ontario Secondary School Teachers’ Federation, District 14 Teacher Bargaining Unit (The “Union”)

Re: Redundant Teachers’ Entitlements

Whereas the Employer and the Union are party to a Collective Agreement for the period September 1, 2019, to August 31, 2022, and;

Whereas the current Collective Agreement provides for Redundant teachers’ entitlements in accordance with Article L24 and;

The parties agree to the following provisions regarding Redundant teachers’ entitlements, to be considered in addition to those entitlements contained within Article L24 or elsewhere in the Collective Agreement.


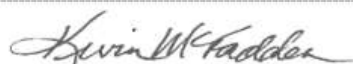
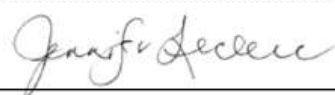
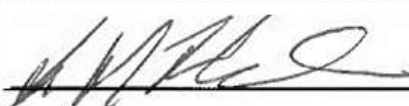
This agreement will be in effect for all teachers declared Redundant, regardless of their declaration date.

Redundant Teacher Entitlements

NTIP

- Subject to Ministry regulation and/or directive, all Redundant Teachers currently in any stage of the NTIP process will be able to continue their NTIP process after being recalled, and not have to begin the NTIP process again.
- The continuation of the NTIP process shall occur regardless of the school at which an NTIP teacher is placed.

Dated at Peterborough, Ontario this 18th day of June 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers’ Federation – District 14 TBU
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LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And



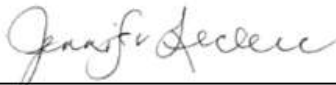
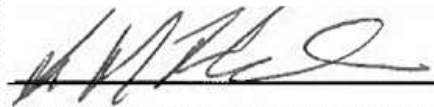
**The Ontario Secondary School Teachers’ Federation, District 14 Teacher
Bargaining Unit (The “Union”)**

Re: Video Conferencing Education

The Employer and the Union agree to the following provisions regarding the delivery model for secondary program through Video Conferencing:

1. The Employer agrees to inform the Union prior to implementing Video Conferencing delivery of any secondary school credits between schools.
2. Workload and implementation issues will be brought to the System Staffing Committee.

Dated at Peterborough, Ontario this 18th day of June 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation – District 14 TBU
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LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

**The Ontario Secondary School Teachers’ Federation, District 14 Teacher Bargaining Unit
(The “Union”)**

Re: Brookside

Whereas the Employer and the Union are party to a Collective Agreement for the period of September 1, 2019, to August 31, 2022, and;

Whereas the current Collective Agreement provides for CTCC programs in Article L26.

The parties agree to the following provisions regarding Brookside program teachers, to be considered in addition to those entitlements contained within Article L26 or elsewhere in the Collective Agreement. This agreement will be in effect for all Brookside program teachers.

Brookside Program Teachers

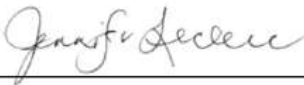
Class Size

- The maximum academic class size shall not exceed eight (8) pupils per teacher per period.
- The maximum technical class size shall not exceed six (6) pupils per teacher per period.
- Notwithstanding the above, staffing may be subject to change as determined by the Ministry of Education.

Structure

- Should there be significant changes to the enrolment, structure, or funding of the Brookside program, the System Staffing Committee shall meet to discuss the staffing implications of those changes.

Dated at Peterborough, Ontario this 18th day of June 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation – District 14 TBU
	
	

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Ontario Secondary School Teachers’ Federation, District 14 Teacher Bargaining Unit (The “Union”)

Re: Combined Classes

Whereas the Employer and the Union are party to a Collective Agreement for the period September 1, 2019, to August 31, 2022, and;


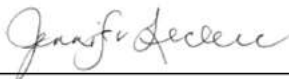
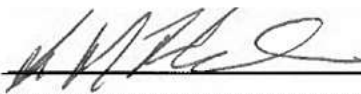
Whereas the current Collective Agreement outlines Working Conditions according to Article L9, and;

Whereas both parties recognize that limiting multi-stream and/or multi-grade classes would be preferred; however, this may not always be possible considering the programming needs of students.

The parties agree, effective September 1st, 2016:

- In schools where student enrolment is greater than 500, the Employer and School Staffing Committees will endeavour to limit the number of multi-stream and/or multi-grade classes.
- By May 15th, the School Staffing Committee shall examine a list of each proposed combined class, and provide the list to the System Staffing Committee for review.
- These provisions shall not apply to Alternative Education Schools/Sites, LLS classes, Credit Recovery, Alternative Education courses, Technological Education courses, Co-op, Arts courses, E-Learning, Indigenous Studies, French.

Dated at Peterborough, Ontario this 18th day of June 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers’ Federation – District 14 TBU
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LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Ontario Secondary School Teachers’ Federation, District 14 Teacher
Bargaining Unit (The “Union”)

Re: Staffing Processes

Whereas the current Collective Agreement outlines Assignment of Staff to Schools in Article L24, and;

Whereas the Employer and the Union agree to the following provisions for staffing that will supersede the language outlined in Article L24 Assignment of Staff to Schools.

ARTICLE L24 ASSIGNMENT OF STAFF TO SCHOOLS

L24.01 **General**

It is the purpose of this Article to establish the process by which teachers will be assigned within each school; to be identified as surplus to the needs of an individual school; transferred or reassigned to other schools; or released and placed on recall if necessary due to redundancy.

L24.01.01 For the purposes of this Article, “qualifications” shall be deemed to include evidence of successful teaching in other subject areas, obtained within the last five (5) years in accordance with the provisions of *Regulation 298*. Teachers shall be required to provide acceptable written confirmation of the subjects and courses successfully taught from a current or former principal or vice-principal.

Consideration shall also be given to assignment to a subject area by mutual consent in accordance with *Regulation 298*.

L24.01.02 The dates in this Article may be altered, as required in a particular year, with the mutual consent of the parties.

L24.02 **Seniority and Seniority Lists**

L24.02.01 Seniority shall be defined as the length of continuous service as an OSSTF teacher from the first day worked after last being hired by the Kawartha Pine Ridge District School Board or its predecessors.

L24.02.02 Seniority shall continue to accumulate and shall not be considered an interruption of continuous service for any teacher who is on approved absence including, but not limited to: Sick Leave, Teacher Self-Funded Leave, Educational Leave, Unpaid Leave, Federation Leave, Compassionate Leave, Pregnancy or Parental Leaves, Infant Care Leave, Long Term Disability and layoff with recall rights.

L24.02.03 Seniority lists will be established for teachers employed by the Employer. These lists will record the school, teacher, date of hire and the percentage of time worked. In addition, the list shall include the qualifications for a minimum of the 150 least senior teachers.

L24.02.04 Such seniority lists will be made available by February 28 to the President of District 14, TBU OSSTF, and Principals for posting in the schools. Teachers will have up to fourteen (14) days to submit corrections to the Superintendent of Human Resource Services or designate.

L24.02.05 Should a tie in rank ordering occur based on the first day of work, the following criteria shall be used to break the tie:

- total years of secondary experience with the Employer and its predecessor Boards; THEN
- total years of teaching experience with the Employer and its predecessor Boards; THEN
- by lot conducted by a Superintendent or designate and the President of District 14, TBU OSSTF or designate.

In applying the above criteria, the steps shall be applied in order as required until the tie is broken.

L24.03 **Determination of the Staff Assignment for the School**

L24.03.01 When enrolments and the number of staff have been established for the system, on or before April 30, the Director of Education or designate shall determine the total number of teachers for each school as determined by the Superintendent responsible for secondary staffing, and the change in the number of teachers from the previous year. The Director of Education or designate shall inform the Principals and the President of District 14, TBU OSSTF.

L24.03.02 The Director of Education or designate shall inform the Principals and the President of District 14, TBU OSSTF, before April 30, of the number of teachers redundant to the system needs. The Director of Education or designate shall identify the redundant teachers for the system from those

with the least seniority in the system and inform the Principals and the President of District 14, TBU OSSTF. Teachers who are declared redundant to system needs shall be notified in writing by April 30.

L24.03.03 Principles of Assignment of School Staff

In the assignment of staff at the school, the following principles shall direct the planning:

- teacher assignment shall be in accordance with the qualification requirements, as outlined in L24.01.01;
- all teachers currently on staff on March 1 and those confirmed by the Director of Education or designate as returning to teaching duties at the school shall be considered;
- teachers shall have an opportunity to indicate preferred assignments;
- where qualifications are appropriate, seniority shall be the predominant factor in determining if there are excess teachers for the needs of the school (i.e. teacher with least seniority shall be declared surplus). Where it is deemed that the curriculum needs of the school require the retention of a teacher with less seniority than a teacher declared surplus, the principal shall provide an explanation to the teacher to be declared surplus prior to the declaration of surplus;
- surplus declarations may be whole or partial, in blocks of not less than 50% of the teacher's FTE, in order to facilitate surplus placement in a school by Semester;
- surplus declarations are subject to review of the System Staffing Committee;
- the voluntary surplus declaration of a teacher, in order to prevent the surplus declaration of another teacher, may be granted with the agreement of the principal and the System Staffing Committee;
- part-time teachers may increase the amount of teaching time in accordance with the provisions of this Collective Agreement; and,
- the provisions of this Collective Agreement.

L24.04 Approval of Proposed School Organization and Staff Assignment

L24.04.01 On or before May 15, each Principal and/or designate(s) and an OSSTF teacher of the School Staffing Committee shall submit the proposed School Plan, as described in Article L23.05, to the System Staffing Committee.

L24.04.02 From the review in Article L24.04.01 and on or before May 30 the Director of Education or designate shall convene a meeting of the System Staffing Committee and other resource staff as required to:

- establish a list of potential surplus teachers to each school;
- establish a list of potential staff needs to each school;
- review potential assignment of staff requesting transfer;

- establish a possible assignment of staff surplus to schools in available positions in the system according to seniority;
- revise the School Plan and/or proposed staff assignments at schools to accommodate the optimum placement of staff; and,
- determine if any staff, identified as potentially surplus, are essential to the operation of a school program and must be retained due to specialized requirements for a position which no other staff can fulfill.

L24.04.03 By May 30, each Principal in cooperation with the School Staffing Committee will submit the approved School Plan and proposed staff assignment to staff.

L24.04.04 All staff identified as surplus to school needs or who will have a change in percentage of assigned contract time shall be informed in writing by the Principal immediately following the presentation of information in Article L24.04.03.

L24.05 **Placement of Staff Surplus to Individual Schools**

L24.05.01 On or before May 30, the Director of Education or designate shall convene a meeting of the System Staffing Committee and other resource staff as required to:

- determine the placement of staff surplus to individual school needs based on available vacancies at each school;
- confirm voluntary transfers of teachers who can be accommodated;
- initiate Administrative transfers which occur as a part of the regular staffing process; and,
- confirm voluntary decreases and mandatory increases in FTE.

L24.05.02 In the placement of staff surplus to individual schools, the following principles shall be used:

- qualifications for assignment, in accordance with L24.01.01;
- where qualifications are appropriate, seniority shall be the predominant factor; and,
- when possible, staff shall have an appropriate length of time (up to forty-eight (48) hours) after being offered a position to confirm their acceptance.

L24.05.03 In the event that a surplus teacher is not able to be placed into an open position, in accordance with L24.05.01, the Superintendent Responsible for System Staffing, in consultation with the System Staffing Committee, will continue to place the remaining surplus teachers in order of seniority.

In consultation with the System Staffing Committee, the Superintendent Responsible for System Staffing shall determine what, if any, preferred options may be available to find an assignment for the unplaced surplus teacher(s), subject to L24.01.01. Such preferred options may include, but

not be limited to, changing available LTO sections to contract, re-timetabling, cancellation of under-enrolled classes, and other re-organizations as deemed appropriate.

L24.05.04 All positions remaining vacant after Article L24.05.02 shall be advertised within the system. External advertising shall begin only after no successful internal applicant was appointed except in instances of simultaneous advertising with the approval of the President, District 14, TBU OSSTF.

L24.05.05 When a teacher has been declared surplus to the requirements of a particular school and has been placed at another school, they shall have first claim to any vacancy that occurs in their original school and for which they are qualified, up to June 15 of that year.

In addition, they shall have the right to return to their last school for the year following the year of being declared surplus should a vacancy be available for which the teacher is qualified and provided that the teacher has requested the right to return prior to being placed at another school. Subject to operational requirements and school programming, the employer will endeavour to support the teacher's right to return.

It is understood that, should a teacher be offered and refuse the right to return to a vacancy in accordance with this article, the teacher will forfeit any right to return to that school.

A teacher who accepts an additional assignment through posting following a surplus declaration may exercise the right to return to their previous location and FTE. The teacher exercising the right to return shall forfeit the additional FTE acquired through posting for the semester/year.

L24.05.06 In the filling of all vacant positions subsequent to May 15, redundant teachers on the recall list must be offered, in order of seniority, any position for which they are qualified, in accordance with L24.01.01.

L24.05.07 All redundant teachers shall have their names placed on a recall list and continue to be considered under Article L24.05.06 until one of the following occurs:

- the teacher accepts a teaching position equivalent to their entitled FTE; OR
- the teacher refuses a third (3rd) position for which they are qualified; OR
- the teacher is not available to start within two (2) weeks of notice of recall; OR
- a period of seven (7) school years has passed.

Teachers who are eligible for recall shall file with the Employer their most recent address and telephone number. The Employer shall offer the recall by telephone and shall confirm the offer of recall by e-mail.

- L24.05.08 Any teacher who is declared redundant shall receive a letter from the Senior Manager of Human Resource Services or designate stating that the teacher is a competent teacher who has been declared redundant.
- L24.05.09 Teachers recalled according to the provision of Article L24.05.08, shall retain all rights and entitlements held at the time when they were declared redundant.
- L24.05.10 **Group Benefit Plans**
- While on the recall list, the teacher may elect to continue in the Employee Assistance Program (EAP) as outlined in Article L8.02. Continuation of benefits while on recall is subject to the Central Agreement.
- L24.06 **Retraining**
- In the event the teacher elects to accept retraining for purposes of meeting the qualifications for an alternative teaching position with the Employer which shall be vacant on September 1 of the year in which the teacher is declared surplus, such teacher shall be assisted by a grant of \$500. The teacher shall elect to accept retraining by giving the Director of Education or designate notice in writing of their intention at any time after receiving a letter indicating they are surplus and prior to June 15 of that year agreeing to a course in retraining.
- L24.07 **Vacancies**
- L24.07.01 Where a known vacancy for a position occurs, the Employer shall post the vacancy electronically using the Employer's posting management system, with a copy of each posting sent currently to the President, District 14, TBU OSSTF and/or designate.
- A vacancy shall be posted for at least four (4) instructional days before the deadline for application for the position.
- Notwithstanding the foregoing, any initial vacancy that occurs during June, July and August shall be posted for a period of three (3) business days.
- Subject to operational requirements, the Employer will endeavour to have a period of time during July and August when no postings will be advertised to the system. By June 30 each year, the Employer will communicate to teachers and principals the period of time where no postings will be advertised.
- L24.07.02 Following the Annual Staffing Day until July 15, teachers will be permitted to apply for posted positions regardless of the assignment's FTE provided the teacher accepts the entire posted assignment.
- L24.07.03 A full-time or a part-time vacancy for the next school year, which is posted after July 15, will be filled for the remainder of the upcoming school year. A teacher hired to fill such a vacancy will be deemed to be surplus to the

school for the FTE equivalent to the vacancy. The teacher will be placed on the surplus list at the end of the school year.

Notwithstanding L24.03.03, if a teacher is partially surplus from a school, the teacher will have the choice to:

- remain at the school with their original FTE; or
- accept a position at a school on the Annual Staffing Day that matches their total FTE (including sections acquired after July 15th of the current school year).

Teachers with total FTEs greater than 0.5 will be able to remain at their current school for one semester where sections for which they are qualified are available.

L24.07.04 Each posting will indicate the position, location, any requirements beyond basic qualifications and date and time of closing for applications.

L24.07.05 Notwithstanding L24.01.01, for vacancies posted to the Employer's electronic posting management system, qualifications shall be those subject areas indicated on the teacher's Ontario College of Teachers Certificate of Qualification and any requirements beyond basic qualifications as determined by the Employer and consistent with Article L24.07.04. Consideration to mutual agreement may be given in accordance with the provisions of *Regulation 298*, as amended, where qualified applicants to a posted vacancy are limited.

L24.08 **Transfers**

L24.08.01 A voluntary transfer shall mean the relocation of a teacher from the place in which the teacher presently works to another place of work.

L24.08.02 A teacher may request a voluntary transfer for the following school year through Human Resource Services or designate before February 28. The Employer shall make reasonable efforts to accommodate requests for transfer. For a voluntary transfer, the teacher must have the required qualifications on their Ontario College of Teachers certificate.

L24.08.03 A teacher shall not be subject to an involuntary/administrative transfer other than in accordance with Article L24.08.04.

L24.08.04 When a teacher must be transferred from one position to another within the district, the teacher to be transferred shall be identified by mutual agreement of the teacher, principal and superintendent. Failing such agreement, the teacher to be transferred shall be identified by the Director of Education or designate. Any teacher so transferred who feels unfairly treated by this transfer may grieve this matter. The Employer will endeavour to ensure that a teacher so transferred shall not be forced to transfer again for a period of two (2) school years unless by mutual consent.

In effecting administrative transfers, in accordance with Article L24.05.01 or outside of the regular staffing process, unless otherwise agreed between the teacher and the Superintendent Responsible for Secondary Staffing, no administrative transfer shall be made that exceeds a distance of fifty (50) kilometres from the current work location.

To the fullest extent possible, administrative transfers shall take effect for the beginning of a semester.

L24.09 Changes to Full-time and Part-time Assignment

L24.09.01 A full-time teacher who requests a part-time teaching assignment for the following school year shall notify the Superintendent of Human Resource Services or designate in writing before February 28. Applications received after this date may be considered at the discretion of the Superintendent of Human Resource Services or designate.

L24.09.02 Any part-time teacher who changed from a full-time to a part-time assignment with this Employer, or its predecessors, and who wishes to increase their FTE may exercise this option subject to Article L24, provided that they notify the Superintendent of Human Resource Services or designate in writing by February 28.

Any part-time teacher who voluntarily reduces their FTE and who wishes to increase their FTE up to and including their original FTE, may exercise this option, subject to Article L24, within five (5) years of the commencement of the reduced FTE assignment, provided that the teacher notified the Superintendent of Human Resource Services or designate in writing by February 28.

L24.09.03 A part-time teacher who has completed the probationary period and who requests a 1.0 FTE teaching assignment or an increase in FTE at their current location for the following school year shall notify the Superintendent of Human Resource Services or designate in writing before February 28. Increases shall occur following the Annual Staffing meeting and before July 15. A teacher requesting an increase for September will be notified through the Employer's internal e-mail system of the available positions for increases in time. Teachers must have the required qualifications to accept a vacancy for an increase in time. Vacancies used for this process will be those remaining after the Annual Staffing meeting has completed. Following this increase process, any new vacancies that become available will be posted to secondary teachers on the electronic posting system.

L24.10 Internal Teacher Trades



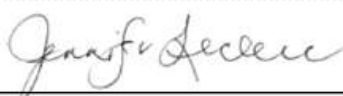
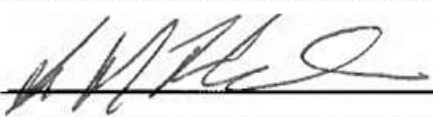
Subject to the approval of the Superintendent responsible for Secondary Staffing, a teacher may apply to trade their assignment with another teacher from a different location. Trades must have the consent and input from the principals affected by the proposed trade.

- L24.10.01 Teachers must submit their applications for an Internal Teacher Trade to Human Resource Services no later than February 28. Unless otherwise agreed, trades will be effective the start of the following school year.
- L24.10.02 Notwithstanding the above, the approval of Internal Teacher Trades will be subject to confirmation that the teachers are not declared surplus or redundant from their current locations through the regular staffing process.

The Employer and the Union have agreed to review the implemented staffing processes at regular Secondary School System Staffing Committee meetings as these processes are implemented throughout the course of the staffing cycle.

With mutual agreement of the parties, the language concerning the staffing processes that were amended during the 2019/2020 round of negotiations may be changed. Following the review of the implemented changes, these provisions will form a part of the Collective Agreement, unless otherwise negotiated.

Dated at Peterborough, Ontario this 18th day of June 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation – District 14 TBU
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LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

The Ontario Secondary School Teachers’ Federation, District 14 Teacher Bargaining Unit (The “Union”)

Re: Secondary Working Conditions


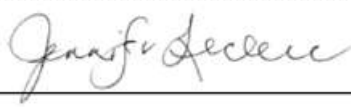

The parties agree to labour management meetings that will be held within 60 days of students returning to the physical classroom, where the parties will discuss the following topics for the purposes of reviewing current practices, clarifying the differences between operational practices in secondary schools and exploring best practices:

- Reporting deadlines
- The PA Day that follows Semester One
- Home Instruction
- Timetabling procedures at schools
- Mileage for teachers driving as part of their job

The committee will be made up of the three (3) released officers from District 14, TBU OSSTF and three representatives from the Employer. The parties also agree that each side shall invite three (3) teachers and three (3) principals, one from each of the Peterborough, Northumberland, and Clarington regions.

The parties agree that this letter will expire on August 31, 2022.

Dated at Peterborough, Ontario this 18th day of June 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation – District 14 TBU
	
	

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Employer”)

And

**The Ontario Secondary School Teachers’ Federation, District 14 Teacher
Bargaining Unit (The “Union”)**

Re: Personal Leave Days

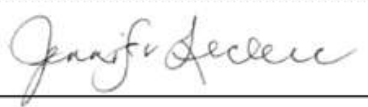
The parties agree to establish a committee comprising representatives from the Employer and the Union. The committee will review the current reasons that teachers can access personal leave under the Collective Agreement, and have discussions surrounding additional access to personal leave days. The committee will be made up of the three (3) released officers from District 14, TBU OSSTF and three representatives from the Employer. The parties agree that additional representatives may be invited to the committee as resources.

The parties agree that the scope of the discussions will not include increasing the current number of personal leave days allocated under the Collective Agreement.

The committee will meet within 60 days of students returning to the physical classroom. Any recommendations for updating the current reasons for accessing personal leave will be made by February 28, 2021.

The parties agree that this letter will expire on August 31, 2022.

Dated at Peterborough, Ontario this 18th day of June 2020.

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers’ Federation – District 14 TBU
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COLLECTIVE AGREEMENT

This Collective Agreement is made this 18th day of June, 2020

Between



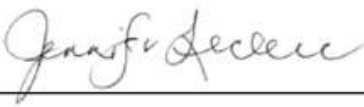

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

Representing

The Secondary Teachers of District 14 of the Ontario Secondary School Teachers'
Federation Employed by the Board

And

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

Kawartha Pine Ridge District School Board	Ontario Secondary School Teachers' Federation – District 14 TBU
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COLLECTIVE AGREEMENT

between

TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD

and

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

representing

THE SECONDARY TEACHERS OF TRILLIUM LAKELANDS DISTRICT 15

and

THE SECONDARY OCCASIONAL TEACHERS OF TRILLIUM LAKELANDS DISTRICT 15

SEPTEMBER 1, 2019 – AUGUST 31, 2022



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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or

- ii. within such greater period agreed upon by the parties; or
- iii. within any greater period set by regulation by the Minister of Education.

c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2 The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3 “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4 “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5 “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1 OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2 The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.

- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.

- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:

☐ Patient is capable of returning to work with no restrictions.

☐ Patient is capable of returning to work with restrictions. **Complete section 2 (A & B) & 3**

☐ I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. **Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.**

First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____
--------------------------------	--

Date of Assessment:
dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy			

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

LETTER OF AGREEMENT #1

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);

- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF-provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;

- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement ("OSSTF represented employees") and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union

groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
 - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in

the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.

- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.

- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) “Total cost” means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier’s most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees’ share of the benefit cost as specified by the board’s collective agreement until such time that the employees’ share is adjusted as determined by the Trust and subject to the funding policy.

- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;

- b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
 - a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any

superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

PART B – LOCAL TERMS

L1.00 – PURPOSE

- L1.01 It is the desire of both Parties to establish, promote and facilitate an effective, harmonious and orderly working relationship, to provide for the prompt and equitable disposition of grievances which arise under the terms of this Collective Agreement, and to set out the terms and conditions of employment that have been agreed to by the Parties.

L2.00 – RECOGNITION

- L2.01 The Employer recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the Bargaining Agent authorized to negotiate on behalf of its members employed by the Board to teach and assigned as teachers to one or more secondary schools, or to perform duties in respect of such schools all or most of the time, and all Occasional Teachers in the secondary panel employed by the Board.
- L2.02 The Employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- L2.03 The Employer recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2.04 The Bargaining Unit recognizes the right of the Employer to authorize its external organization or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L2.05 The Employer recognizes the right of a member to request the assistance of an OSSTF and/or Bargaining Unit representative at any meeting where the conduct, competence or performance of the member is to be formally discussed. In any such meeting involving the delivery of a disciplinary notice, or formal discussion of a disciplinary matter, the Employer shall notify the member of their right to Federation representation at the meeting and shall let the member know a minimum of eighteen (18) hours prior to such meeting, in order for the member to arrange for Federation representation at the meeting, if the member wishes. If the member elects to have Federation representation, no further discussion of the matter will take place with the member until the scheduled meeting.

L3.00 – DURATION AND RENEWAL

- L3.01 The effective period of this Collective Agreement shall be September 1, 2019 to August 31, 2022 inclusive.
- L3.02 This Collective Agreement shall supersede all previous Collective Agreements between the Parties and shall continue in force and effect until such time as it is superseded by a new Collective Agreement under the terms of the *Labour Relations Act* or other applicable legislation.
- L3.03 In accordance with the *Ontario Labour Relations Act*, Section 59, if either Party gives notice of its desire to negotiate, the Parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of this Collective Agreement.

L3.04 No changes can be made to this Collective Agreement without the mutual written consent of the Parties.

L3.05 No Strike or Lock-Out

There shall be no strike or lock-out during the term of this Collective Agreement or its continuation in accordance with the provisions of the *Labour Relations Act*. The terms "strike" and "lock-out" shall be as defined in the *Labour Relations Act* or other applicable legislation.

L4.00 – FEDERATION FEES

L4.01 On each pay date on which a member is paid, the Employer shall deduct from each member the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined annually by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded to the Employer at least thirty (30) days prior to the expected date of change.

L4.02 The OSSTF dues deducted in L4.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the members, their employee numbers, annual salaries, the FTE status, salaries for the period, and the amounts deducted.

L4.03 Dues specified by the Bargaining Unit in L4.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 15, no later than the fifteenth day of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the members, their employee numbers, annual salaries, the FTE status, salaries for the period, and the amounts deducted.

L4.04 In the case of Continuing Education Teachers, the remittances specified in L4.02 and L4.03 above shall be accompanied by a list identifying the members, their employee numbers, the hourly rate and number of hours worked, and/or the number of lessons marked and appropriate rate(s), salaries for the period, and the amounts deducted.

L4.05 In the case of Occasional Teachers, the remittances specified in L4.02 and L4.03 above shall be accompanied by a list identifying the members, their employee numbers, daily rate, number of days worked in the pay period, earnings for the pay period, and the Federation Fees deducted.

L4.06 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

L5.00 – RIGHTS AND RESPONSIBILITIES

L5.01 Management Rights

a) Save and except to the extent specifically modified or curtailed by any provision(s) of this Collective Agreement, the right and responsibility to manage the affairs of the Board and the school system are vested solely and exclusively with the Board.

- b) The Parties agree that they will exercise their rights in a reasonable manner in accordance with the terms and provisions of this Collective Agreement and with the prevailing statutes and regulations of the Province of Ontario.

L5.02 Just Cause

No member shall be disciplined, demoted or discharged without just cause.

L5.03 Non-Discrimination

The Parties agree that there shall be no intimidation, discrimination, restraint or coercion exercised against any person in regard to employment, terms or conditions of employment because the person exercises rights under this Collective Agreement, or participates in the activities of the Ontario Secondary School Teachers' Federation or any Committee, Branch or District thereof.

L5.04 Board Policies and Administrative Procedures

The Employer agrees to consult with the President of the Bargaining Unit prior to making any changes, additions or deletions to Board Policies or Administrative Procedures which have a direct impact upon Bargaining Unit members. Without limiting the generality of the foregoing, the President of the Bargaining Unit will be consulted in relation to policies/administrative procedures related to harassment, teacher evaluation, criminal reference checks, discipline, demotion or dismissal of teachers, employee assistance programs, student records management, special education, instructional time guidelines, safe schools, emergency preparedness, and reporting procedures related to child protection legislation. These provisions shall not apply if an authorized representative of the Bargaining Unit participates in the development of a Board Policy or Administrative Procedure.

All Board policies and administrative procedures are available to the system through the Board's intranet site. Any changes, additions or deletions to Board Policies and/or Administrative Procedures shall be sent to the President of the Bargaining Unit by e-mail attachment.

L5.05 Statistics

- a) The Employer agrees to provide the authorized representatives of the Bargaining Unit with such statistical data as is necessary for the purpose of collective bargaining and the maintenance and administration of this Collective Agreement. Upon request of the Bargaining Unit, the information shall be provided within a reasonable time.
- b) Upon request, the Employer shall provide to the Bargaining Unit President a list of members, showing their names, work locations and classifications. The information shall be provided within three (3) weeks of the request being made. The Employer agrees to advise the President of the Bargaining Unit of any changes in the employment status or work location of Bargaining Unit members and to provide electronic copies of all job postings. With regard to such information, the Bargaining Unit agrees to save the Board harmless from any and all claims, actions, or proceedings that may otherwise result from the release of such information. The Bargaining Unit further agrees to maintain personal information as confidential information to be used with discretion and solely for the purpose of representing its members.
- c) The Employer shall provide the employee number for new members to the Bargaining Unit within two weeks of being processed. The Employer will also be responsible for notifying the

Bargaining Unit in writing, within two weeks of being processed, of any changes in status, salary, address, phone number, contractual entitlement and/or allowances, as well as resignations, retirements, appointments, leaves, secondments, exchanges and/or transfers.

d) The Employer shall provide to the Bargaining Unit the following data:

- i. By September 30th of each school year, a list of permanent secondary school teachers scheduled to be appraised in that school year. This list does not include any out of cycle teacher performance appraisals that may arise.
- ii. By September 15th of each school year, a report of the teaching experience, grid step, category rating, and full time equivalent status of each permanent teacher.
- iii. No later than the first working day of the school year, an electronic Sick Leave Accrual & Top Up Report indicating the number of sick leave days available for carry-over from the previous school year that eligible members may use for sick leave top-up purposes.

L5.06 Copies of the Collective Agreement

The Employer shall post a copy of the Collective Agreement on the Board's intranet site, within sixty (60) days of the execution of a new Collective Agreement. The Employer shall provide new members with the name of the Bargaining Unit President and the address and telephone number of the District Office when they are hired.

L5.07 Use of Board Premises

- a) The Bargaining Unit shall, upon reasonable notice and subject to availability, be permitted to carry out Federation business on Board premises, at reasonable times and in reasonable locations, including membership, executive and council meetings and conferences between Federation representatives and members. It is agreed that the Bargaining Unit will reimburse the Employer for any additional direct costs incurred in relation to general meetings of the Bargaining Unit membership held on Board premises.
- b) The Employer shall provide bulletin board space for the use of the Bargaining Unit at an appropriate location in each workplace upon which the Bargaining Unit shall have the right to post notices relating to matters of interest to the Union and its members.
- c) The Bargaining Unit shall continue to have the use of the Employer's courier system, e-mail, phones and mail boxes for regular formal communication between the Bargaining Unit and its members.

L5.08 Probationary Period

A newly-hired teacher shall serve a probationary period of one year or equivalent.

L5.09 Personnel Files

- a) There shall be only one personnel file maintained in a secure location for each Bargaining Unit members. All documents of a disciplinary nature and copies of any Letters of Expectation shall be maintained in the personnel file. The Board shall ensure that a member receives a copy of any disciplinary material and Letters of Expectation that are placed in their personnel file.

- b) A member of the Bargaining Unit, upon written request, shall have access to their personnel file in the presence of a supervisory officer or designate. The member shall have the right to obtain copies of any material contained in their personnel file, to add information and to request correction or deletion of material. The member may transfer, through written authorization their rights under this clause to the President of the Bargaining Unit (or a designate from the Union Executive).
- c) Where a minimum of two (2) years have elapsed since the recording of a non-disciplinary Letter of Expectation in a member's personnel file, the member may request that such non-disciplinary Letter of Expectation be removed. Such non-disciplinary Letter of Expectation may be removed from the file provided the personnel file has been free of any related written warning or disciplinary action during the intervening period. A request for removal shall not be unreasonably denied.
- d) Where a minimum of two (2) years have elapsed since the recording of a disciplinary notation in a member's personnel file, the member may request that such disciplinary notation be reviewed. Such disciplinary notation may be removed from the file provided the personnel file has been free of any written warning or disciplinary action during the intervening period. A request for removal shall not be unreasonably denied.
- e) It is understood by the parties that disciplinary notation does not include teacher evaluation reports.

L5.10 Termination of Employment

A member of the Bargaining Unit shall provide three months' written confirmation to the Employer of a resignation or retirement.

Nothing in this clause prevents the Employer and a member from mutually agreeing to the member's resignation or retirement at any time.

L5.11 Vacant Teaching Positions

- a) The Employer shall advertise internally, prior to advertising externally, all vacant teaching positions and send an electronic copy of each posting to the Bargaining Unit President. In certain circumstances, vacant teaching positions will be posted internally and externally simultaneously. In such cases, the Bargaining Unit President will be notified.
- b) No applicants shall be interviewed prior to the closing date for applications.
- c) In the event that there are more than five (5) qualified internal applicants, a minimum of five (5) shall receive an interview. In the event that there are five (5) or fewer qualified internal applicants, all applicants shall receive an interview for the position.
- d) Members being interviewed shall be informed of the time and place of the interview a minimum of twenty-four (24) hours prior to the interview.
- e) Qualified internal applicants for a position will be granted an oral debriefing upon request. The teacher requesting the debriefing must submit their request to the appropriate Administrator by Board email. The Administrator and the applicant will find a mutually agreeable time and manner (phone, video, or face-to-face) for the debrief.

L5.12 Posting Positions of Responsibility

- a) The Employer shall advertise internally, prior to advertising externally, all vacant or newly-created positions of responsibility and send an electronic copy of each posting to the Bargaining Unit President.
- b) Positions of responsibility in the last year of the term in accordance with L8.04, L8.05, Department Heads in accordance with L8.06 (b), and all newly created positions of responsibility, shall be posted the week following the March Break, and filled by April 15.
- c)
 - i. Any new positions of responsibility which are created after April 15th and approved for the next school year, shall be posted on an Acting basis in accordance with L5.12 a) and L5.12 b).
 - ii. Positions of Responsibility that become vacant prior to April 15th in an otherwise fully assigned school shall be filled from within the school on an Acting basis to the end of the school year and then posted in accordance with the timelines in L5.12 b). Should the vacancy occur after April 15th, the position shall be filled on an Acting Basis until the end of the following school year and then posted in accordance with the timelines in L5.12 b) for the balance of the term.
- d) No applicants shall be interviewed prior to the closing date for applications.
- e) In the event that there are more than five (5) qualified internal applicants, a minimum of five (5) shall receive an interview. In the event that there are five (5) or fewer qualified internal applicants, all applicants shall receive an interview for the position.
- f) Members being interviewed shall be informed of the time and the place of the interview a minimum of twenty-four (24) hours prior to the interview.
- g) Qualified applicants for a position will be offered an oral debriefing upon request. The teacher requesting the debriefing must submit their request to the appropriate Administrator by Board email. The Administrator and the applicant will find a mutually agreeable time and manner (phone, video, or face to face) for the debrief.

L5.13 Curriculum Writing Opportunities

The Employer shall inform Bargaining Unit members of all curriculum writing opportunities, by providing electronic notice of such opportunities on the Board's intranet site.

L5.14 Correspondence

A copy of any correspondence relating to this Collective Agreement from authorized representatives of the Bargaining Unit to any authorized representatives of the Employer shall be provided by email to the Director of Education or designate.

L5.15 Joint Labour/Management Committee

- a) The Parties agree to participate in a Joint Labour/Management Committee to discuss matters that are of concern to either of them which relate to the Bargaining Unit and Bargaining Unit members. It is understood that matters for discussion will not normally include, except with

the mutual consent of the Parties, items that are under negotiations or that are the subject matter of an active grievance.

- b) The Committee will consist of up to three (3) members of the Bargaining Unit, appointed by the Bargaining Unit, and up to three (3) representatives of the Employer. With the approval of both Parties, additional representatives may attend a meeting.
- c) The Committee shall meet on a regular basis, normally every two (2) months, or at the call of either Party upon reasonable notice.

L5.16 Performance Appraisals

- a) It is understood and agreed that any recommendation for termination resulting from the teacher performance appraisal process is subject to the grievance/arbitration process set out in L6.00 - Grievance Procedure of this Agreement. Further, it is understood and agreed that any alleged violations of the process, including alleged violations of the governing legislation, regulations and/or Board policies/ procedures/resolutions, may be raised in the termination grievance, regardless of timeframes set out in the grievance process.
- b) The Parties have reviewed the Ministry's "Teacher Performance Appraisal – Technical Requirements Manual 2010" and "New Teacher Induction Program – Induction Elements Manual 2019" and have endorsed their use for directing the Teacher Performance Appraisal which shall be conducted as outlined in the "TLDSB/OSSTF District 15 New & Experienced Teacher Performance Appraisal Process" dated June 21, 2016.

L5.17 Cross-Panel Exchanges

- a) A member who wishes to initiate a cross-panel exchange with a Teacher in the Elementary panel must submit a written request to the Superintendents responsible for Elementary and Secondary Operations, with a copy to the respective Principals and Federation Presidents.
- b) Requests must identify both teachers and be submitted by the Monday after March Break for the following school year.
- c) Exchanges shall be for a maximum period of one (1) school year, subject to annual renewal.
- d) In the case of a strike/lock-out involving either Bargaining Unit the exchange provision is suspended and the member must return to the originating assignment.
- e) The workload provisions governing the teachers' assignment in a particular building will apply to the teachers on exchange. Specifically, for an elementary teacher on exchange in a secondary school, the assignment will be in accordance with L13.00 - Staffing and Workload of the secondary school teachers' collective agreement. Conversely, a secondary teacher on exchange in an elementary school will be assigned duties in accordance with the Staffing & Working Conditions article and the Letter of Understanding: Parent-Teacher Interviews of the ETFO-TLETL collective agreement. In addition, the teacher on exchange accepts the school year calendar for the exchange panel. Any grievance related to workload shall be filed in accordance with the collective agreement governing the teacher's exchange assignment in a particular building, and carriage of the grievance is the responsibility of the Federation that is signatory to that collective agreement.

- f) Members of the Bargaining Unit who participate in a cross-panel exchange shall be deemed to perform duties all or most of the time in the Secondary Panel. As a result, all terms and conditions of employment other than those specified in L5.17 e), including, but without limiting the generality of the foregoing, leaves, union dues, seniority, etc., as well as any grievance(s) in relation to these issues, shall be in accordance with the collective agreement applicable to the originating panel.

L6.00 – GRIEVANCE PROCEDURE

L6.01 Definitions

- a) A "grievance" shall be defined as any difference relating to the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.
- b) The "Parties" shall be defined as the Bargaining Unit and the Board.
- c) "Days" shall mean regular work days unless otherwise indicated.

L6.02 A member shall have the right to have present a representative from OSSTF to assist the member at any stage in this grievance and arbitration procedure.

L6.03 Grievance Procedure – Individual, Group and Policy Grievances

In the case of a grievance by the Bargaining Unit on behalf of one of its members or a group of members, and all grievances by a Party, including a policy grievance, the Party filing the grievance may take the following steps in sequence to resolve the matter.

Step 1

The Party filing the grievance may initiate a written grievance within thirty (30) days of the date the cause for the grievance became known, or ought reasonably to have been known, to the Director (or designate), or President of the Bargaining Unit (or designate), as the case may be, by email who shall answer the grievance in writing by email within ten (10) days after receipt of the grievance. It is understood that a meeting will be held at Step 1, at the request of either party, in which case the Step 1 response will be provided in writing by email within ten (10) days of the meeting.

The grievance shall specify the essential nature of the matter at issue, the provision(s) of the Collective Agreement which is (are) alleged to have been violated and the remedy requested, and the grievance shall be signed by the duly authorized representative of the Bargaining Unit, or the Director (or designate), as the case may be.

Step 2

At the request of either Party, the Director or designate shall convene a meeting with up to three (3) members representing the Board and up to three (3) members representing the Bargaining Unit to discuss the grievance within ten (10) days of receipt of the Step 1 response. The Director (or designate) or the President of the Bargaining Unit, as the case may be, shall answer the grievance in writing by email within five (5) days of the meeting.

Step 3

If the reply of the President of the Bargaining Unit (or designate) or the Director (or designate), as the case may be, is not acceptable to the Party filing the grievance, that Party may then apply for arbitration within twenty (20) days of the receipt of the reply.

L6.04 Grievance Mediation

At any stage in the grievance procedure, the Parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The Parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

The timelines outlined in the grievance procedure shall be frozen at the time the Parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either Party to the other Party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

The fees for the mediator shall be shared equally by the Parties.

L6.05 Arbitration

A written referral to arbitration may be made by either Party. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree upon an arbitrator within ten (10) days of the referral, the appointment shall be made by the Ministry of Labour, upon the request of either Party.

Upon written request of either Party, the grievance shall be submitted to a Board of Arbitration. The referral to arbitration shall contain the name of the first Party's appointee to the Arbitration Board. The recipient of the referral shall, within five (5) days, inform the other Party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon a Chairperson within the time specified, the appointment shall be made by the Minister of Labour upon the request of either Party.

L6.06 The single Arbitrator or Board of Arbitration may substitute such other penalty in a discipline or discharge case as to the single Arbitrator or Board of Arbitration seems just and reasonable in all the circumstances.

L6.07 The single Arbitrator or Board of Arbitration shall not be authorized to alter, modify, amend or add to this Collective Agreement in any way, or to reach a decision inconsistent with its term or any of its provisions.

L6.08 The decision of the Arbitrator or Board of Arbitration shall be binding upon the Parties.

L6.09 No person may act as a member of the Board of Arbitration if that person has been involved in any attempt to negotiate or settle the grievance.

L6.10 The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the Parties.

L6.11 Time restrictions may be extended if mutually agreed in writing.

- L6.12 In dealing with any particular grievance, one or more steps in this grievance procedure may be omitted with the written consent of the Parties.
- L6.13 The terms of settlement of any grievance at any step shall be set out in writing and signed by the authorized representatives of the Parties.
- L6.14 Should the investigation or processing of a grievance require that the member(s) on whose behalf the grievance has been initiated or Bargaining Unit representative be released from regular duties, these members shall be released without loss of salary or benefits.
- L6.15 The time limits fixed for the grievance procedure under this Collective Agreement are mandatory, and may be extended or abridged only upon the written consent of the Parties. This clause does not preclude the application of Section 48, Sub-section 16 of the *Labour Relations Act*.

L7.00 – SALARY SCHEDULE AND ALLOWANCES

L7.01 Category System

- a) All members employed by the Board as of January 1, 1998 shall retain the grid rank which they possessed with their predecessor Board. Category changes for such members, as well as the initial grid rank for members hired after January 1, 1998, shall be in accordance with the OSSTF Certification Plan.

Effective February 1, 2020, the Qualifications Evaluation Council of Ontario (QECO) will be the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

- b) A member who achieves the requirements within a school year for placement in a higher category shall be placed at the appropriate grid rank retroactive to September 1 of the school year, provided that the supporting documentation is submitted to and received by the Director or designate by email at the earliest opportunity, but not later than May 31 of the same school year.
- c) The onus is on the individual member to inform the Employer in writing and provide appropriate supporting documentation respecting any change which has occurred in the member's category. Where documentation is delayed for reasons beyond the member's control, and where the member has notified the Employer of the completion of courses prior to the dates in L7.01.b), the salary of the member shall be adjusted in accordance with L7.01.b) upon receipt of the documentation by the Employer.

L7.02 Method of Payment

- a) Members with a 1.0 FTE for the school year, shall be paid their annual salary, by direct deposit, in accordance with the following schedule:
- i. 1/26 on the first and fifteenth of each month, except as set out in ii and iii below;
 - ii. 2/26 on each of September 1 and December 15;
 - iii. the remaining 4/26 in a lump sum on the last day of the school year.

- b) Members who are less than 1.0 FTE for the school year, shall be paid their salary in accordance with c, d and e below.
- c) Members working in the first semester, excluding teachers working less than full time in the semester in the AAECs, shall be paid their semester's salary by direct deposit, in accordance with the following schedule:
 - i. 2/13 on September 1 and December 15;
 - ii. 1/13 on September 15, October 1, October 15, November 1, November 15, December 1, January 1, January 15, February 1.
- d) Members who work in the second semester, excluding teachers working less than full time in the semester in the AAECs, shall be paid their semester's salary by direct deposit, in accordance with the following schedule:
 - a. 1/13 on the first and fifteenth of each month, commencing February 15 and ending June 15;
 - b. the remaining 4/13 in a lump sum on the last day of the school year.
- e) Members working in the AAECs who work less than full time in a semester shall be paid by block as follows:
 - i. 1/26 of their annualized salary on the four pay periods established on the first and fifteenth of each month of the block. A true-up adjustment will be made to compensate for the difference between $0.167 \times$ their annualized salary and the 4/26ths paid and this true-up will be equally divided and added to the four pay periods.
- f) If any pay date is not a normal banking day, then the appropriate salary shall be paid on the last normal banking day preceding the dates stipulated in L7.02 a), c), d), and e), except on January 1, when the pay date will be the first banking day in January. Members will be provided an e-pay statement with each direct deposit.
- g) If, as a result of the application of any provision of this Collective Agreement, there is a reduction of a member's gross pay in a particular payroll in excess of ten percent (10%), the reduction in gross pay on that payroll shall be limited to ten percent (10%), with any additional reduction(s), also limited to ten percent (10%), to take place on subsequent payrolls, as necessary, and provided the necessary reduction is achieved within the school year. If the necessary reduction cannot be achieved before the final payroll of the school year, the remaining outstanding balance will be deducted from the final payroll of the school year. The restriction on reduction of a member's gross pay shall not apply in the case of disciplinary matters, or sick leave over-payments relating to Long Term Disability.

L7.03 Salary Grids

- a) Salaries shall be paid in accordance with the following:

i. Effective September 1, 2019:

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	49,201	51,347	53,209	56,032
1	52,165	54,584	55,989	59,068
2	55,129	57,823	58,922	62,278
3	58,091	61,061	62,022	65,676
4	61,052	64,298	65,293	69,270
5	64,015	67,534	68,748	73,070
6	66,978	70,769	72,392	77,091
7	69,943	74,009	76,242	81,343
8	72,902	77,246	80,304	85,842
9	76,227	80,481	84,594	90,602
10	79,203	83,720	89,123	95,637
11	81,792	86,956	93,904	100,960

ii. Effective September 1, 2020:

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	49,693	51,860	53,741	56,592
1	52,687	55,130	56,549	59,659
2	55,680	58,401	59,511	62,901
3	58,672	61,672	62,642	66,333
4	61,663	64,941	65,946	69,963
5	64,655	68,209	69,435	73,801
6	67,648	71,477	73,116	77,862
7	70,642	74,749	77,004	82,156
8	73,631	78,018	81,107	86,700
9	76,989	81,286	85,440	91,508
10	79,995	84,557	90,014	96,593
11	82,610	87,826	94,843	101,970

iii. Effective September 1, 2021:

Years of Experience	Category 1	Category 2	Category 3	Category 4
0	50,190	52,379	54,278	57,158
1	53,214	55,681	57,114	60,256
2	56,237	58,985	60,106	63,530
3	59,259	62,289	63,268	66,996
4	62,280	65,590	66,605	70,663
5	65,302	68,891	70,129	74,539
6	68,324	72,192	73,847	78,641
7	71,348	75,496	77,774	82,978

8	74,367	78,798	81,918	87,567
9	77,759	82,099	86,294	92,423
10	80,795	85,403	90,914	97,559
11	83,436	88,704	95,791	102,990

- b) Members employed for less than the full school year shall be paid their salaries in the proportion that the total number of work days for which they perform their duties bears to the total number of work days in the school year.
- c) Annually on September 1, each member shall be placed at the grid step which reflects all elementary, secondary, or equivalent teaching experience, including Long-Term Occasional (LTO) teaching experience, expressed to the nearest half-year, up to the maximum number of years of the respective category of the member.

Note 1: For the purposes of recognition of the LTO teaching experience noted above, one-tenth year of experience shall be credited for each twenty (20) consecutive days of teaching.

Effective September 1, 2021, for the purposes of recognition of the LTO teaching experience noted above, the annual (school year) LTO experience shall be converted to full-time equivalent (FTE) days of LTO teaching experience and then divided by 20 and then multiplied by 0.1. The resultant experience will then be rounded to the nearest tenth.

Note 2: While it is understood that no teacher shall be entitled to accrue more than 1.0 year of teaching experience for grid purposes in any September 1 to August 31 period, credit course instruction in summer school and night school shall count as secondary teaching experience in accordance with the following:

- (i) For purposes of recognition of summer and night school credit course instruction taught prior to September 1, 2000, one (1) full credit course shall be counted as 0.167 of a grid step and partial credit courses shall be awarded on a pro-rated portion of a grid step.
- (ii) Experience for summer and night school credit course teaching, taught after September 1, 2000, shall be granted the value assigned to teaching credit courses by the Collective Agreement.

(iii) Note 2 is effective only for teachers hired after December 17, 1998.

d) Equivalent Teaching Experience

Equivalent teaching experience, as stipulated in L7.03 c), may be recognized for placement on the "Salary Grid" at the discretion of the Director or designate. Copies of documentation in support of a decision regarding equivalent experience credits for newly hired members shall be provided to the President of the Bargaining Unit.

L7.04 Graduate or Extra Degree Allowance

- a) A Bargaining Unit member shall be entitled to be paid an extra degree allowance from one of L7.04 b) or L7.04 c). The allowance received shall be the allowance payable for the highest level of education received.
- b) An allowance above grid salary will be paid for a Master's Degree from an accredited university provided that the additional degree has not resulted in a change of category. Proof of achievement of such degree is required. The Master's Degree allowance is as follows:

effective September 1, 2019:	\$1,167
effective September 1, 2020:	\$1,179
effective September 1, 2021:	\$1,191.

- c) An allowance above grid salary will be paid for a Doctoral Degree from an accredited university, provided that the additional degree has not resulted in a change of category. Proof of achievement of such degree is required. The Doctoral Degree allowance is as follows:

effective September 1, 2019:	\$1,477
effective September 1, 2020:	\$1,492
effective September 1, 2021:	\$1,507.

- d) Salary adjustments related to the achievement of an extra degree allowance shall be implemented as of the date the supporting paperwork is received by email to the Director or designate.

L7.05 Related Work Experience

- a) For all members who commenced employment prior to September 1, 2000, any trade and related experience which was recognized at the time of hiring shall continue to be recognized in accordance with the provisions of the applicable prior collective agreement. Such existing experience will not be renegotiated at any time nor for any reason.
- b) For all members who commenced employment on or after September 1, 2000, related experience recognized under this clause shall be granted if the following conditions are met:
 - i. the experience is directly related to the subject discipline in which the member is qualified;
 - ii. the experience is in excess of that which is required for admission to a Faculty of Education;
 - iii. the member has submitted the required documentation to the Director or designate by email; and
 - iv. the related work experience has taken place within the eleven (11) year period immediately prior to the commencement of teaching.

Note: The determination of eligible related experience under L7.05 b) is subject to a one-time opportunity for review, with Federation assistance. After such review, or after six (6) months, whichever is sooner, the determination of related experience will not be renegotiated at any time nor for any reason.

- c) Teachers shall receive credits under L7.05 b) for related work experience, year for year, to a maximum of six (6) grid steps.
- d) Copies of documentation in support of a decision regarding related experience for a newly hired member shall be forwarded to the President of the Bargaining Unit.

L7.06 E.I. Rebate

The members' share of the E.I. premium reduction rebates will be retained by the Board and used to pay a portion of the Federation cost of Federation Release.

L7.07 E.I. Insurable Hours

The daily hours of work for a full day assignment shall be eight (8) hours for E.I. reporting purposes.

L7.08 Annual Statement

Each member's salary grid placement, Equivalent and Related teaching experience, Graduate or Extra Degree allowance, and Position of Responsibility allowance is updated regularly and available for review electronically in a secure Human Resources Information System (HRIS).

L8.00 – POSITIONS OF RESPONSIBILITY

- L8.01 If a member of the Bargaining Unit is appointed to the position of Co-ordinator, the annual allowance (pro-rated for part year assignments) to be paid shall be:

Effective Date	Annual Allowance
September 1, 2019	\$14,714
September 1, 2020	\$14,861
September 1, 2021	\$15,010

This is in addition to grid salary.

- L8.02 A member of the Bargaining Unit who is appointed to a position of Consultant shall be paid an annual allowance (prorated for part year assignments) of:

Effective Date	Annual Allowance
September 1, 2019	\$5,765
September 1, 2020	\$5,823
September 1, 2021	\$5,881

This is in addition to grid salary.

- L8.03 For the purposes of this clause, and this Collective Agreement generally, members of the Bargaining Unit who are incumbent Co-ordinators or Consultants, as well as Bargaining Unit members who are subsequently appointed to these positions, shall be deemed to perform duties "all or most of the time" in the teaching panel from which they were appointed.

L8.04 Adult and Alternate Education Centre (AAEC) Head

- a) A member may be appointed as an AAEC Head to perform the duties of a Principal or Vice-Principal, not to include discipline or evaluation of a Bargaining Unit member.

- b) A member who is appointed to the position of AAEC Head shall be appointed for a term of four (4) years. Such appointment shall be made in accordance with L5.12.
- c) A member of the Bargaining Unit who is appointed to a position of AAEC Head shall be paid an annual allowance (pro-rated for part year assignments) as follows:

Effective Date	Annual Allowance
September 1, 2019	\$7,577
September 1, 2020	\$7,653
September 1, 2021	\$7,730

This is in addition to grid salary.

L8.05 International Baccalaureate Head

- a) A member may be appointed as an International Baccalaureate Head at any school offering the IB Program to perform the duties of a Principal or Vice-Principal within the IB Program, not to include discipline or evaluation of a Bargaining Unit member.
- b) A member who is appointed to the position of International Baccalaureate Head shall be appointed for a term of four (4) years. Such appointment shall be made in accordance with L5.12.
- c) A member of the Bargaining Unit who is appointed to a position of International Baccalaureate Head shall be paid an annual allowance (pro-rated for part year assignments) as follows:

Effective Date	Annual Allowance
September 1, 2019	\$7,577
September 1, 2020	\$7,653
September 1, 2021	\$7,730

This is in addition to grid salary.

L8.06 Departmental Positions of Responsibility Within Schools

- a) The organization of a secondary school shall be by department in accordance with L8.08.
- b) The Employer shall appoint for each department of a secondary school a member to direct and supervise, subject to the authority of the Principal, such department.
- c) A member appointed under L8.06.b) shall not be appointed to be in charge of more than one department.
- d) A member appointed under L8.06.b) shall be appointed for a term of four (4) years. It is understood that a member may reapply for the position.
- e) A member appointed under L8.06.b) shall be paid an annual allowance, in accordance with the chart below. The allowance shall be paid based upon the number of sections in the department, as referenced in L8.08, on May 31 of the previous year. The allowance shall be paid in addition to grid salary.

	Sections	Effective Sept. 1/19	Effective Sept. 1/20	Effective Sept 1/21
Level 1	1 – 12	\$1,502	\$1,517	\$1,532
Level 2	13 – 24	\$2,102	\$2,123	\$2,144
Level 3	25 – 36	\$3,303	\$3,336	\$3,369
Level 4	37+	\$5,163	\$5,215	\$5,267
Special Education	N/A	\$5,163	\$5,215	\$5,267
School Improvement	N/A	\$1,202	\$1,214	\$1,226

- f) Departments with forty-nine (49) or more sections will be eligible for an Assistant Department Head, and the annual responsibility allowance will be as follows:

Effective Sept. 1/19	Effective Sept. 1/20	Effective Sept. 1/21
\$1,202	\$1,214	\$1,226

- g) Where a member appointed under L8.06 b) is absent for ten (10) or more consecutive work days, an Acting Department Head or Acting Assistant Department Head shall be appointed from within that secondary school within the next five (5) work days. The member shall continue to fill the Acting Department Head or Acting Assistant Department Head position until the Department Head returns or until the end of the school year, whichever comes first. The allowance shall commence on the effective date of the appointment and shall be pro-rated based on the number of work days the member is an Acting Department Head or Acting Assistant Department Head.
- h) Where a member appointed under L8.06 b) will be on leave for a semester or a school year, there shall be a Board-wide posting to fill the Acting Department Head or Acting Assistant Department Head position for that semester or school year. The allowance shall commence on the effective date of the appointment and shall be pro-rated based on the number of work days the member is an Acting Department Head or Acting Assistant Department Head. The member filling the Acting Department Head or Acting Assistant Department Head position shall remain the responsibility of the originating school for purpose of Article 19.
- i) The School Improvement Head, under the terms of this agreement, is a teacher who has been appointed by the Employer to a position responsible for activities relating to a special initiative at a particular school. These positions will be one (1) year renewable appointments at the discretion of the Employer.

L8.07 Duties of a Department Head

Department Heads shall:

- a) assist the Principal, in co-operation with other Department Heads, in the general organization and management of the school;

- b) assist the Principal by recommending appointments to the teaching and support staff of the department; by recommending the assignments and timetable allotments of the teaching and support staff of the department; by co-ordinating and supervising the teaching and support staff in implementing the programme of the department; by providing direct assistance to teachers and support staff members who are experiencing difficulty in the performance of their duties; by assembling information that the Principal may be required to provide to the Employer, Ministry of Education and Training, in-school and joint staffing committees and other such bodies;
- c) file with the Principal up-to-date copies of course overviews for the department in sufficient detail to permit effective co-ordination of the courses to meet requirements set forth by the Ministry of Education and Training;
- d) assist teachers in the department in improving their methods of instruction, in maintaining proper standards for instruction, and in keeping records of the work and achievement of pupils;
- e) assist the Principal in ensuring that there is reasonable supervision of pupils who engage in activity authorized by the Board that is performed off school property and is part of the department programme;
- f) assist the Principal in ensuring that equipment for use in courses and activities in the department is maintained in safe working order;
- g) develop and administer the department budgets;
- h) perform other assigned duties consistent with the legislation and regulations.

L8.08 Department Structure

Departments shall be established in the following subject areas:

a) Gravenhurst High School:

Arts (Drama, Media, Music, Visual Arts)
 Business and Technological Studies
 Canadian and World Studies (Geography, History and Social Sciences)
 Languages (English, French (including Core French and subjects where French is the language of instruction) and International Languages)
 Mathematics
 Health and Physical Education, Family Studies
 School Improvement
 Science
 Student Services (Special Education, Guidance, Library and Co-op Education)

b) Bracebridge and Muskoka Lakes Secondary School, Fenelon Falls Secondary School, Lindsay Collegiate and Vocational Institute, and Haliburton Highlands Secondary School:

Arts (Drama, Media, Music, Visual Arts)
 Business Studies and Technological Studies
 Canadian and World Studies (Geography, History and Social Sciences)
 Languages (English, French (including Core French and subjects where French is the language of instruction) and International Languages)

Mathematics
Health and Physical Education, Family Studies
School Improvement
Science
Special Education
Student Services (Co-op Education, Guidance and Library)

c) I.E. Weldon Secondary School and Huntsville High School:

Arts (Media, Visual Arts)
Business Studies and Technological Studies
Canadian and World Studies (Geography, History and Social Sciences)
English
French (including Core French and subjects where French is the language of instruction) and
International Languages)
Mathematics
Performance Arts (Drama and Music)
Health and Physical Education, Family Studies
School Improvement
Science
Special Education
Student Services (Co-op Education, Guidance and Library)

L8.09 New Positions of Responsibility

- a) In the event that the Employer creates a position of responsibility within the Bargaining Unit which is not specifically covered by this Collective Agreement, and where such position is to be filled by a member, the compensation for the position shall be negotiated between the Parties to a point of mutual agreement.
- b) In the event that the Employer creates a new position of responsibility and where such a position may be filled by a member of the Bargaining Unit, the compensation for that position shall be negotiated between the Parties to a point of mutual agreement.

L9.00 – GROUP BENEFITS

L9.01 Sick leave / short term leave disability plan (STLDP) is not available to augment long term disability benefits.

L10.00 – SICK LEAVE

L10.01 Each member's bi-weekly electronic pay stub shall indicate the year-to-date balance in their 11-day sick leave plan as of the end of the pay period noted. Members may contact the Attendance and Disability Management Officer for further information.

L10.02 Deductions from a member's sick leave for absences of less than a full day shall be pro-rated to the nearest half day.

L10.03 Medical Documentation

- a) If an absence due to illness/injury extends beyond three (3) consecutive work days, a member shall provide a medical certificate, if requested.
- b) For other absences, in extenuating circumstances and/or as part of the Employer's attendance management program, the Director (or designate) may require a medical certificate, in which case the Employer shall reimburse the member for the cost of the medical certificate.
- c) Where there is an on-going absence due to illness/injury, the Director (or designate) may require the member to provide medical documentation. The Employer shall reimburse the member for the cost of the medical documentation.
- d) All medical documentation referenced above shall be stored in a secure location and in a completely confidential manner. Employer access to the medical file shall be limited to the Superintendent of Human Resources Services and the Attendance and Disability Management Officer.
- e) Except as required by law, information from a member's medical file shall be released only after the member has provided written consent.

L10.04 If absence is due to an accident compensable under the Workplace Safety and Insurance Act, the period of absence charged against sick leave shall represent only the time equivalent of the cash supplement paid by the Employer, and the top-up amount shall be for a maximum of four (4) years and six (6) months.

L10.05 The Employer shall notify the member of their right to Federation representation prior to any return to work meeting.

L11.00 – RETIREMENT GRATUITY PLAN

Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:

L11.01 A retirement gratuity will be paid to any member who has a minimum of ten (10) years of continuous service, immediately prior to retirement, with Trillium Lakelands District School Board and/or one of its predecessor Boards and who, upon retirement, qualifies for the immediate payment of a pension from the Ontario Teachers' Pension Plan. For the purposes of the qualifying period, an approved leave does not constitute an interruption of "continuous service". "Immediate payment of a pension" under this paragraph means the retiring member will be eligible to receive a pension from the Ontario Teachers' Pension Plan within six (6) months from the date of retirement, and written documentation from the Ontario Teachers' Pension Plan Board will be provided to the Employer by the retiring member.

- a) The gratuity shall be calculated as follows:

$$\frac{A}{200} \times \frac{N}{2} = G$$

Where A = the member's annualized earnings (including any allowances) at the rate received by the member immediately prior to retirement or death;

And N = the number of sick leave days accumulated while the member was in the employ of the Board or one of its predecessor Boards, and remaining in the member's sick leave account at the time of retirement, but not including those days transferred from another Board, municipality or Ministry of Education;

And G = the gratuity to a maximum of one-half year's annualized earnings (including any allowances) at the rate received by the member immediately prior to retirement or death.

- b) A member may accumulate up to three hundred (300) days for retirement gratuity purposes, but if, at the time of death or retirement, the credit exceeds two hundred (200) days, only two hundred (200) days may be used in the formula in L11.01 a).

L11.02 As per sub-section 180 (3) of the *Education Act*, a member who elects to accept an offer from the Employer for a reduction in employment from full-time to part-time (including in the year preceding retirement or death) is entitled to a gratuity of up to one-half of the member's full-time annual rate of earnings at the time of retirement or death.

L11.03 Six (6) months' notice of retirement will be given except in the case of illness or unexpected circumstances.

L11.04 If a member dies while in the employ of the Board, a retirement gratuity will be paid to the member's designated beneficiary (as specified in the member's group life enrollment form) under the same terms and conditions as if the member had retired in a normal manner.

L11.05 Payment will be made:

- a) in a bulk payment to the designated beneficiary of the deceased member (as specified in the member's group life enrollment form) within three (3) months of the death of the member; or
- b) in a bulk payment at the discretion of the member at any time between three (3) and twelve (12) months from the effective date of retirement, where the notice in L11.03 has been provided; or
- c) in a bulk payment at the discretion of the member at any time between six (6) and twelve (12) months from the effective date of retirement, where the notice in L11.03 has not been provided.

L12.00 – LEAVES

L12.01 Pregnancy and Parental Leave

- a) A member shall be granted a pregnancy leave and/or parental leave in accordance with the Employment Standards Act upon written notification sent by email to the Director or designate of the dates on which the member intends to leave and return to active employment, with a copy to the Bargaining Unit President and the Principal.

- b) For pregnancy leave, the member shall provide the Employer with a medical certificate indicating the expected date of birth.
- c) The timing and length of the pregnancy leave and/or parental leave shall be at the discretion of the member and in accordance with the Employment Standards Act. Any extension of the leave shall be in accordance with L12.02.
- d) Supplemental Employment Benefit Plan (SEB) – Pregnancy Leave
 - i. The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
 - ii. SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
 - iii. Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
 - iv. Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
 - v. The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
 - vi. Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
 - vii. For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
 - viii. Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
 - ix. If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
 - x. The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
 - xi. Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
 - xii. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary

for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

e) Supplemental Employment Benefit Plan (SEB) – Parental Leave

A member granted a parental leave pursuant to this Article shall be compensated by the Employer under Canada Employment Insurance Commission (CEIC) approved SEB plan for the waiting period under CEIC at a weekly rate equal to ninety-five (95) percent of the CEIC weekly insurable earnings provided that the member:

- i. is eligible for pregnancy or parental leave benefits under CEIC laws and regulations; and
- ii. makes a claim to the Employer on a form to be provided indicating the weekly amount payable by CEIC.

The SEB plan shall be subject to approval by C.E.I.C.

- f) A member on pregnancy/parental leave shall continue to accrue credit for grid experience.
- g) A member returning from a pregnancy/parental leave to active employment shall be reinstated to the position which the member held prior to the leave. If the position no longer exists, the member shall be placed in a comparable position in the system. Notwithstanding this provision, the member's return to active employment is subject to L19.00 – Transfer, Surplus, Redundancy and Recall.
- h) Nothing in this Article precludes a member from entitlement to sick leave pay under L10.00 – Sick Leave.

L12.02 Extended Leave

- a) Upon request to the Director or designate, a member may extend their pregnancy and/or parental leave by up to two (2) additional school years. The following conditions shall apply to the continuation of such an extended leave:
 - i. The member must apply in writing for the extended leave at least six (6) weeks in advance of the commencement of the extended leave, with a copy to the Bargaining Unit President and the Principal;
 - ii. The final day of leave shall be one of the following dates:
 - the end of the first semester;
 - the final day of the March break;
 - the end of the second semester; or
 - by mutual agreement, at another natural break in the school year.
- b) A member returning from an extended leave to active employment shall be reinstated to the position which the member held prior to the leave. If the position no longer exists, the member shall be placed in a comparable position in the system. Notwithstanding this provision, the

member's return to active employment is subject to L19.00 – Transfer, Surplus, Redundancy and Recall.

L12.03 Paternity/Adoption Leave

- a) The Employer, upon the request of a member, and receipt of a medical certificate stating that a member's spouse is pregnant, shall grant the member one (1) day of paternity leave without loss of pay. This leave may be taken at the member's discretion, in whole or in part, during the pregnancy or following the birth of a child.
- b) A member adopting a child who does not take parental leave in accordance with L12.01 shall be entitled to three (3) days of adoption leave without loss of pay.

L12.04 Bereavement Leave

- a) A member shall be granted bereavement leave with pay, as follows:
 - i. up to five (5) days in the case of the death of a spouse, child or parent;
 - ii. up to three (3) days in the case of the death of a sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild;
 - iii. one (1) day in the case of the death of an aunt or uncle; in the case of a close personal friend, one (1) day shall be granted to attend the funeral.
- b) At the discretion of the Director or designate, up to two (2) additional days may be granted for special circumstances associated with any bereavement.

L12.05 Personal/Compassionate Leave

- a) Leaves of absence for other than personal illness may be granted without reduction of salary up to a total of three (3) days per school year, subject to approval of the Principal and/or Human Resources Services as appropriate. A member shall submit a Personal/Compassionate Leave Form each time such leave is used. If the member is refused leave by the Principal, the member has the right to appeal to the Director of Education. This leave of absence is not cumulative. The annual Personal/Compassionate Leave entitlement shall be pro-rated for part-time members. Part-time permanent members can access their pro-rated permanent Personal/Compassionate Leave days for either permanent or long term occasional assignments.
- b) The Employer shall grant up to one (1) of the three (3) personal/compassionate days that a member is entitled to outlined under (a) above for the purpose of attending to an important personal matter as determined by the member.
- c) The Employer shall grant up to two (2) of the three (3) Personal/Compassionate Leave days that a member is entitled to as outlined under (a) above for:
 - i. Attending to the needs of an ill or injured member of the immediate family. (Immediate family refers to son, daughter, spouse or any relative for whom the member bears special responsibilities.)
 - ii. Accompanying an immediate family member to a doctor's office or hospital.
 - iii. Needs directly related to the birth or adoption of a child.

- iv. Attending a wedding.
 - v. Attending graduation exercises.
 - vi. Writing an examination from a post-secondary institution, including one-half day before the exam.
 - vii. Moving principal residence of the employee.
 - viii. Legal appointments.
 - ix. Municipal business.
 - x. For the observance of Holy Days for a religion which is recognized in the Marriage Act as being “permanently established both as to the continuity of its existence and as to its rights and ceremonies.”
 - xi. Acting as a pallbearer at a funeral for which the member is not eligible for a Bereavement Leave under L12.04 a).
- d) The Employer may grant personal/compassionate leave, with pay, for reasons other than those provided for in L12.05 c), subject to the conditions contained in L12.05 a). These requests must be emailed to personalleave@tldsb.on.ca for consideration at least five (5) school days in advance of the day(s) requested wherever possible.
- e) The Employer may grant personal/compassionate leave, without pay, to a maximum of two (2) days per school year. These requests must be emailed to personalleave@tldsb.on.ca for consideration at least five (5) school days in advance of the day(s) requested wherever possible.

L12.06 Quarantine

Leave, without loss of pay, shall be granted to a member for a period of quarantine when declared or recommended by the Medical Officer of Health or designate.

L12.07 Jury or Witness Duty

- a) A member shall be granted leave, without loss of pay, to serve as a juror or when subpoenaed as a witness in any proceeding to which the member is not a Party, provided the member pays to the Employer any fees received as a juror or witness, exclusive of travelling allowances and accommodation expenses.
- b) Where a member in the employ of the Board is charged with an offence directly related to the member's employment, the member shall not suffer a loss of pay for the time spent in court under a summons.

L12.08 Special Leave of Absence

- a) A member may request an unpaid leave of absence of one (1) to six (6) consecutive semesters. Any request for such leave shall be submitted in writing to the Director or designate by March 15 in the academic year preceding that in which the leave is to commence, with a copy to the Bargaining Unit President and the Principal. This deadline may be waived by the Employer.
- b) Leaves shall be granted if there is a member on the recall list, according to L19.00 – Transfer, Surplus, Redundancy and Recall, who is qualified for and accepts the position. In all other

cases, special leave may be granted subject to program needs.

- c) A member returning from a special leave to active employment shall be reinstated to the position which the member held prior to the leave. If the position no longer exists, the member shall be placed in a comparable position in the system. Notwithstanding this provision, the member's return to active employment is subject to L19.00 – Transfer, Surplus, Redundancy and Recall.

L12.09 Self-Funded Leave Plan

- a) This plan has been developed to afford members the opportunity of taking a one (1) year or one (1) semester leave of absence with pay, by spreading salary over a longer period of time (example: 4 years' salary over 5 years or 3 semesters' salary over 4 semesters). The maximum period for a self-funded leave plan shall be six (6) years.
- b) Any member with one (1) year of service with Trillium Lakelands District School Board is eligible to apply.
- c)
 - i. Application shall be made, in writing, to the Director or designate on or before the Monday after the March Break, with a copy to the Bargaining Unit President and the Principal.
 - ii. Written acceptance or denial of the member's request, with explanation, shall be forwarded to the member by April 15. An individual Self-Funded Leave Agreement shall be completed by June 30.
- d) The salary and any accrued interest shall be paid to the member in the manner specified by the member in the Self-Funded Leave agreement governing the leave plan of that member. The member may choose to receive the funds according to the regular payroll schedule, 50% of the funds at the start of the leave and the balance of the funds at the half-way point of the leave, or to receive one hundred percent (100%) of the funds at the start of the leave.
- e) The individual self-funded leave accounts shall be administered and invested by the Superintendent of Business or designate. The Superintendent of Business or designate will meet annually prior to June 15 with a committee of three (3) representatives appointed by the Bargaining Unit to review the operation of the plan and discuss the investment of the funds for the following school year. The rate paid on the funds shall not be less than the investment rate that is available on the Board's general revenue bank account. Prior to October 31, the Employer shall provide each plan participant with a personal statement of account detailing transactions for the year ending August 31 including interest earned for the year.
- f) While on self-funded leave:
 - i. Teachers' Pension Plan deductions shall be continued in accordance with the regulations established by the Teachers' Pension Act.
- g) A member returning from a self-funded leave to active employment shall be reinstated to the position which the member held prior to the leave. If the position no longer exists, the member shall be placed in a comparable position in the system. Notwithstanding this provision, the member's return to active employment is subject to L19.00 – Transfer, Surplus, Redundancy and Recall.

- h) i. If a member dies, the Employer shall pay, within sixty (60) days, to the member's beneficiary (as specified in the member's group life enrollment form) the amount of salary withheld up to that time along with any accrued interest.
- ii. If a member resigns from the Board, is redundant under L19.00 – Transfer, Surplus, Redundancy and Recall, or decides to withdraw from the plan, the Employer shall pay, within sixty (60) days, to the member the amount of salary withheld up to that time along with any accrued interest.
- i) These self-funded leave provisions are subject to Canada Revenue Agency requirements.
- j) A Member may withdraw from the Plan, on or before the Monday after March Break of the school year preceding the school year of scheduled self-funded leave. Requests for withdrawal from the self-funded leave plan shall be submitted, in writing, to the Director of Education or designate in accordance with the timelines noted herein.

In extenuating circumstances, the Director (or designate) may waive the deadline noted above. Such requests shall not be unreasonably denied.

- k) A member who is approved for self-funded leave and subsequently withdraws, shall be subject to a two-hundred dollar (\$200.00) administrative fee. This fee may be waived by the Superintendent of Human Resources Services if there are extenuating circumstances which cause the member to withdraw from the plan.

L12.10 Federation Release Time

a) Local Federation Officers

- i. The Employer agrees to provide up to two (2) FTE Federation leaves for local Federation business. This release time shall be provided to the local Federation Officers who are identified by the Federation, provided that the Federation shall reimburse the Employer salary rate of Category 3, step 0, of the salary grid and any allowances as directed by the Federation for the up to two (2) leaves for local Federation Officers.
- ii. The Federation Officers shall be paid as teachers based on their permanent FTE entitlement, including any allowances as directed by the Federation. The combined total for the Federation release FTE and the teaching FTE during the local Federation Officer's Federation release time will not exceed the member's permanent FTE entitlement. Federation Officers are entitled to all benefits and privileges of the Collective Agreement, during the period of the leave.
- iii. A member returning from Federation release time to active employment shall be reinstated to the position which the member held prior to the leave due to Federation release time. If the position no longer exists, the member shall be placed in a comparable position in the system. Notwithstanding this provision, the member's return to active employment is subject to L19.00 – Transfer, Surplus, Redundancy and Recall.
- iv. The Employer agrees to release Bargaining Unit members for Federation business at the request of the Bargaining Unit President, provided that the Federation shall reimburse the Employer for any replacement costs incurred. Total time release under this clause shall not exceed a total of thirty (30) days in any school year.

b) Leave for Provincial Federation Office

- i. In addition to the Federation leave specified in 12.10 (a) above, the Employer will also grant a leave of absence to a member who holds elected office requiring full-time duty at the OSSTF provincial level. In such cases, the Federation shall reimburse the Employer for the full cost of the member being released. Reimbursement shall include the full grid salary, any allowance as directed by the Federation, and all insured and statutory benefits.
- ii. A member returning from leave for Provincial Federation Office to active employment shall be reinstated to the position which the member held prior to the leave for Provincial Federation Office. If the position no longer exists, the member shall be placed in a comparable position in the system. Notwithstanding this provision, the member's return to active employment is subject to L19.00 – Transfer, Surplus, Redundancy and Recall.

L12.11 Legislated Leaves of Absence

Members shall have access to legislated leaves, if applicable, in accordance with the *Employment Standards Act* 2000, as amended from time to time.

L12.12 General

- a) Excluding leave for illness/injury and leave for Federation business, no combination of consecutive leaves under this Article shall exceed three (3) consecutive school years. This stipulation may be waived at the sole discretion of the Director or designate in exceptional circumstances. This provision is not intended to abrogate the statutory entitlement of any member.
- b) With the exception of grid experience recognized in accordance with L7.03 d) Equivalent Teaching Experience, credit for grid experience does not accrue while a member is on extended leave, special leave, or self-funded leave.

L13.00 – STAFFING AND WORKLOAD

L13.01 Generation of FTE (Full-Time Equivalent) Staff

(excluding all programs in the School of Alternate Education)

- a) For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the Board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or twenty-three (23) in the absence of such regulations.
- b) The number of sections for the guidance program shall be equal to the Board's projected ADE divided by 61. It is understood that these numbers may be rounded up or down to provide for the nearest number of workable sections.
- c) The number of sections for teacher librarians shall be eight (8) at each school, with the exception of Gravenhurst High School, where it shall be four (4). APAs as described in L13.02 b) shall be used to support the Gravenhurst High School library.
- d) There shall be at least one (1) FTE Special Education teacher at each school.

- e) The number of sections in the self-contained Special Education non-credit program shall be based on the number of students who take all or part of their daily program in a non-credit program in accordance with availability of Special Education funding and Ministry regulations.
- f) Effective September 1, 2009 the number of sections for Student Success shall not be less than eight (8) at each school. Effective September 1, 2021 the number of sections for Student Success shall not be less than forty-two (42) board-wide. The fourteen (14) sections previously allocated to Student Success will be used to offset small class sizes or provide programming in schools. The Bargaining Unit shall be provided with the information on where the fourteen (14) sections were reallocated in the system.
- g) A secondary school's ADE in "Dual Credit" courses shall be included in the calculation of the number of teaching positions required in the Board pursuant to this collective agreement and/or any class size regulation.

L13.02 Working Conditions

- a) Each full-time teacher will be assigned core responsibility for six (6) teaching periods. No teacher shall be assigned more than three (3) seventy-five (75) minute periods per semester.
- b) In addition to the six (6) teaching periods per school year, all full-time teachers will be assigned Additional Professional Assignments (APAs) comprised of on-calls/supervision (including computer site administration), student mentorship and/or teacher mentorship to maximize the expertise of teachers in support of student learning. All full-time teachers, except those identified in L13.02 c) and L13.02 d) may be assigned up to the following number of half period on-call/supervisions based on seventy-five (75) minute periods or equivalent:
 - i. effective September 1, 2014, fifty-three (53) APAs with up to a maximum of thirty (30) on-calls.
- c) School of Alternate Education teachers and Co-operative Education teachers may be assigned up to the maxima APAs comprised of student mentoring.
- d) Effective September 1, 2014, Department Heads will be assigned the following APAs comprised of teacher mentoring:
 - i. Level One Heads: ten (10) half periods
 - ii. Level Two Heads: ten (10) half periods
 - iii. Level Three Heads: twenty (20) half periods
 - iv. Level Four Heads: twenty (20) half periods
- e) Effective September 1, 2014, Department Heads may be assigned up to the following maxima APAs comprised of on-calls/supervision and/or student mentoring:
 - i. Level One Heads: forty-three (43) half periods
 - ii. Level Two Heads: forty-three (43) half periods
 - iii. Level Three Heads: thirty-three (33) half periods
 - iv. Level Four Heads: thirty-three (33) half periods
- f) APAs and on-calls shall be equitably distributed among all teachers and pro-rated for part-time teachers.

- g) A part-time teacher shall have his/her teaching assignment duties timetabled consecutively. A part-time teacher shall have his/her APA duties timetabled consecutively with his/her teaching assignment duties.
- h) Unassigned time shall be available for preparation, or marking.
- i) Records of each teacher's workload assignments will be kept and will be reviewed as required by the Joint Staffing Committee.
- j) Except in accordance with L21.00 – Acting Administrative Positions, L8.04 Adult and Alternate Education Centre Head, and L8.05 International Baccalaureate Head, teachers shall not normally be assigned duties performed by management.
- k) Each teacher shall be entitled, during the scheduled work day, to not less than forty (40) consecutive minutes for lunch free from assigned duties. The lunch period for the teacher may be scheduled outside of the lunch period for students, but not more than forty (40) minutes before or forty (40) minutes after.
- l) When making assignments to a member, the Board shall continue to make every reasonable effort to limit the number of different course preparations, multi-grade/multi-level classes, and the number of half-credit assignments.
- m) No teacher shall be assigned duties over a continuous interval exceeding one hundred and ninety (190) minutes (excluding travel time and/or breaks between periods).
- n) Teachers who may be required to perform assigned duties within the five (5) day period before or after the defined school year in L15.00 – School Year shall receive compensating days off equal to the number of days worked, to be scheduled by mutual consent during the course of the school year. Teachers who agree with a request from the Employer to work outside of the school year (other than as specified above) shall also receive compensating days off, as specified above.
- o) Extra-curricular activities are voluntary and the Employer agrees to continue to regard such activities as voluntary.
- p) Instructional and related duties assigned to administrators form part of the teacher FTE.
- q) Staff meetings for all teachers in a school site shall be held no more than once per month. Staff meetings shall not extend beyond ninety (90) minutes following the end of the last instructional period.

L13.03 Class Size

- a) The Board and the Bargaining Unit agree that the following flexible maximum class sizes are desirable to promote a positive learning environment.

Effective September 1, 2014, class size maximums (excluding the School of Alternate Education) shall be as follows:

Category	Effective September 1, 2014
Academic	29
Applied	22

Open (include Computer, Communication & Information Technology)	26
Broad-based Technology (except Computer, Communication & Information Technology)	21
Learning Strategies	15
University	31
University/College	31
College	27
Workplace	17
Essential/Locally-developed	16
Baccalaureate	31
Co-operative Education (A FTE teacher in Co-operative Education may be assigned 66 students in total, subject to L13.03 b). Each of these 66 students may be taking 1 credit, 2 credit, 3 credit or a 4 credit program.)	22

- b) Effective September 1, 2009, no teacher's total number of students in the semester shall exceed the sum of the applicable maxima plus three (3) students, and no individual class shall exceed the maxima by more than two (2) students.
- c) The desirable maxima of a multi-level class shall be the lowest class size maxima of the combined levels (except for Co-operative Education).
- d) Class size maximums as outlined above will be implemented by October 15 for first semester and by March 15 for second semester assignments.

NOTE: Central Default for Class Size Caps/Guidelines/PTC or equivalent adjustments:

In the absence of an agreement under ii) noted under Letter of Agreement #3 Re: Central Items That Modify Local Terms, # 2 Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent, reached centrally on April 20, 2020, existing 2014-17 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exists, they may be exceeded by up to two (2) students.
- b) Where school boards have class size caps and PTC or equivalent and teachers who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

L13.04 The number of FTE teachers at the School of Alternate Education shall be adjusted in accordance with changes in the ADE, Ministry funding, and program need as determined by the Board.

L14.00 – STAFFING COMMITTEES

L14.01 Joint Staffing Committee

- a) A Joint Staffing Committee shall be established and maintained from year to year to review the staffing requirements of the secondary system.
- b) The Joint Staffing Committee shall be comprised of up to three (3) representatives appointed by the Employer and up to three (3) representatives appointed by the Bargaining Unit.
- c) The Joint Staffing Committee shall examine prior to April 30, the total complement of secondary system teaching personnel needed for the following school year based on pupil projection numbers, course selection data, L13.00 - Staffing and Workload, Section L19.00 – Transfer, Surplus, Redundancy and Recall, and any other parameters as established by the Joint Staffing Committee.
- d) The Joint Staffing Committee shall liaise, as it deems appropriate, with In-School Staffing Committees, keeping them informed of its deliberations and calculations, and shall meet with representatives of one or all of them, if required, to review each school's share of the system's instructional time.
- e) The Joint Staffing Committee shall perform the following functions:
 - i. review annually the staffing spreadsheet used to generate allocations
 - ii. ensure that all desirable class size maxima have been achieved in accordance with the timelines in L13.03 d).
 - iii. review, monitor and make recommendations regarding working conditions of teachers
 - iv. review and monitor the application of transfer, surplus, redundancy and recall procedures
- f) The Joint Staffing Committee shall be provided with:
 - i. the Human Resources Services Staffing Report for Secondary Teachers
 - ii. teacher timetables and supervision schedules
 - iii. school timetables
 - iv. section allocations by department
 - v. a semester summary of each member's worked on-calls and supervisions

L14.02 In-School Staffing Committee

- a) An In-School Staffing Committee shall be established and maintained from year to year in each secondary school.
- b) An In-School Staffing Committee shall be comprised of the following school personnel:
 - i. the OSSTF Branch President or designate from the Branch Executive
 - ii. a second representative from the Branch Executive

- iii. the Principal
- iv. a Vice-Principal
- c) The In-School Staffing Committee in each school shall identify any discrepancies between actual class sizes and the provisions of L13.03. The In-School Staffing Committee shall submit a report to the Joint Staffing Committee on September 30, October 30, February 28, and March 30.
- d) The Committee will review the allocation of the instructional and non-instructional time to each member.
- e) The Committee shall keep the school staff informed of its activities.

L14.03 General

- a) Branch Affiliate participation in the Staffing Committees shall not limit or negate any rights under this Collective Agreement.
- b) Any second semester adjustment to the system complement and/or individual school complement will be discussed fully with the Joint Staffing Committee and shall be accomplished through postings, attrition or leaves.

L14.04 Data

In order to facilitate the administration of the collective agreement and to allow the Staffing Committees to perform their role effectively, as defined, the following data shall be provided to the members of the In-School Staffing Committees by the Director or designate, with a copy to the Bargaining Unit President or designate:

- i. By September 15th, current semester one timetables for all permanent secondary school teachers and all teachers in full semester one long term occasional positions.
- ii. By February 15th, current semester two timetables for all permanent secondary school teachers and all teachers in full semester two long term occasional positions.
- iii. By September 20th for first semester classes, current class size data.
- iv. By February 20th for second semester classes, current class size data.
- v. Draft timetables for all permanent secondary school teachers for the following school year no later than June 30th.

The In-School Staffing Committee is to meet by October 1st to review the class size data for semester 1 to ensure class size compliance where applicable. Any class size issues identified are to be resolved by school administration by October 15th. Once resolved, class size data will be shared by October 15th by school administration with the In-School Staffing Committee.

The In-School Staffing Committee is to meet by March 1st to review the class size data for semester 2 to ensure class size compliance where applicable. Any class size issues identified are to be resolved by school administration by March 15th. Once resolved, class size data will be shared by March 15th by school administration with the In-School Staffing Committee.

L15.00 – SCHOOL YEAR

L15.01 The school year shall be the minimum required under the *Education Act* and Regulations.

L15.02 Where the school year begins prior to September 1st the first day of the school year shall be deemed to be September 1st for the purposes of administering this collective agreement.

L16.00 – MEDICAL PROCEDURES

L16.01 No member shall be required to do any medical or physical procedure for pupils that might in any way endanger the safety or well-being of the pupil or subject the member to risk of injury or liability for negligence. Such procedures include but are not limited to administration of medication, catheterization, lifting a pupil, physiotherapy, feeding handicapped pupils, postural drainage, manual expression of the bladder and toileting assistance.

L17.00 – CONTINUING EDUCATION

L17.01 "Continuing Education Teacher" means a teacher employed to teach a continuing education course or class established in accordance with the regulations for which membership in the Ontario College of Teachers is required by the regulations.

L17.02 This Article shall apply to continuing education programs in night school and summer school, correspondence courses, distance education and home study credits. Night school refers to credit course programs held outside the regular school day. Summer school refers to credit course programs held outside the regular school year.

L17.03 This Article and the following provisions of the Collective Agreement shall be the only provisions which apply to Continuing Education Teachers:

- L1.00 – Purpose
- L2.00 – Recognition
- L3.00 – Duration and Renewal
- L4.00 – Federation Fees
- L5.01 Management Rights
- L6.00 – Grievance Procedure
- L16.00 – Medical Procedures

L17.04 Rates of pay for Continuing Education Teachers are effective as follows:

	Effective Sept. 1/19	Effective Sept. 1/20	Effective Sept. 1/21
Summer School (per hour)	\$43.98	\$44.42	\$44.86
Night School - start (per hour)	\$43.98	\$44.42	\$44.86
with 4 credits taught (per hour)	\$48.12	\$48.60	\$49.09
Distance Education (per hour)	\$43.98	\$44.42	\$44.86
Correspondence (per lesson marked):			
basic	\$10.36	\$10.46	\$10.56
intermediate	14.56	14.71	14.86
senior	16.06	16.22	16.38
Counsellors (per hour)	\$43.98	\$44.42	\$44.86
Teachers of Home Study (per hour)	\$43.98	\$44.42	\$44.86

L18.00 – SENIORITY

L18.01 Seniority List

- a) A separate seniority list shall be established for Bargaining Unit members who are teachers, distinct from any seniority lists which may be established for occasional teachers, night school teachers, and summer school teachers.
- b) The seniority system will take effect the date of ratification of this Collective Agreement or such earlier date as the Parties may agree.
- c) The lists shall be rank ordered such that the most senior Bargaining Unit member is at the top of the list and the most junior is at the bottom.
- d) The seniority list shall be provided to the President of the Bargaining Unit no later than October 31 of each school year, and posted in each secondary school location by no later than November 7. The Parties shall be jointly responsible for taking the steps necessary to ensure that the seniority information is brought to the attention of Bargaining Unit members.
- e) Each member is responsible for bringing alleged errors in the calculation of the member's seniority to the attention of the Superintendent of Human Resources Services, in writing, with a copy to the Bargaining Unit President. This must be done by not later than December 7 of each year, or the member's placement on the list shall be deemed correct. The alleged error must be specified in detail, with confirming documentation as necessary.
- f) The final Seniority List shall be provided to the President of the Bargaining Unit no later than the first working day of January of each school year, and posted in each secondary school location within five (5) school days thereafter. The Parties shall be jointly responsible for taking the steps necessary to ensure that the seniority information is brought to the attention of Bargaining Unit members.
- g) For the purposes of the seniority provisions set out in this Article, "predecessor Board" refers to one of the predecessor Boards of Trillium Lakelands District School Board, namely the Victoria County Board of Education, the Haliburton Board of Education, or the Muskoka Board of Education, where the teacher was employed on December 31, 1997.
- h) Effective November 1, 2020 the seniority list shall report the following:
 - Rank order – the member with the most seniority shall be ranked #1
 - Seniority Date (first day worked)
 - Hire Date to Permanent Position
 - Member Name
 - Member Worksite – in the case of the School of Alternate Education (SAE), in accordance with Article 19, members shall declare their region as follows:
 - Region SAE -A – City of Kawartha Lakes
 - Region SAE - B – Muskoka
 - Region SAE - C - A family of schools in Haliburton, Fenelon Falls and Bracebridge
 - Member permanent FTE on October 31 of the school year.

- i) The Employer shall provide the Federation with tie breaker information where it is required to establish an initial rank order for members with the same seniority date.

L18.02 Teachers Employed as Bargaining Unit Members as of April 16, 1998

- a) Seniority shall be the length of continuous service with Trillium Lakelands District School Board and the predecessor School Board from the first day worked as a secondary or elementary teacher, including continuous service in Long-Term Occasional teaching positions which immediately preceded a regular teaching job with no break in service. Any approved absence, including layoff with recall rights, shall not be considered an interruption of continuous service. Part-time teachers accrue seniority on a full-time basis.
- b) Should a tie in rank ordering occur based on the first day of work with Trillium Lakelands District School Board or the predecessor Board as set out in 18.02 a), the following criteria shall be used in sequential order to break the tie:

total service as a secondary teacher with Trillium Lakelands District School Board and the predecessor Board, including service as an LTO teacher in the secondary panel;

THEN

total service as a teacher with Trillium Lakelands District School Board and the predecessor Board, including service as an LTO teacher;

THEN

total teaching experience in Ontario, including LTO experience;

THEN

total teaching experience, including LTO experience;

THEN

by lot, to be conducted jointly by the approved representatives of the Parties. If required, lots will be drawn once all other data has been verified and prior to the final posting of the new Seniority List.

- c) For the purposes of the seniority provisions set out in L18.02 to 18.02 b), "first day worked", for members of the Bargaining Unit as of April 16, 1998 who worked the first scheduled working day of the school year, shall be deemed to be September 1 in each of the predecessor Boards.

L18.03 Teachers Who Become Bargaining Unit Members After April 16, 1998

- a) For teachers hired on or after April 16, 1998, seniority shall be the length of continuous service with Trillium Lakelands District School Board from the first day worked as a Bargaining Unit member after being hired, including continuous service in Long-Term Occasional teaching positions which immediately preceded a regular teaching job with no break in service. Any approved absence, including layoff with recall rights, shall not be considered an interruption of continuous service. Part-time teachers shall accrue seniority on a full-time basis.
- b) Should a tie in rank ordering occur based on the first day of work, the following criteria shall be used in sequential order to break the tie:

total service as a secondary teacher with Trillium Lakelands District School Board and the predecessor Board, including service as an LTO teacher in the secondary panel;

THEN

total service as a teacher with Trillium Lakelands District School Board and the predecessor Board, including service as an LTO teacher;

THEN

total teaching experience in Ontario, including LTO experience;

THEN

total teaching experience including LTO experience;

THEN

by lot, to be conducted jointly by the approved representatives of the parties. If necessary, lots will be drawn each year once all other data has been verified and before the final posting of the seniority list.

L18.04 Teachers Who Become Bargaining Unit Members on or after November 1, 2020

- a) For teachers hired on or after November 1, 2020, seniority shall be the length of continuous service with Trillium Lakelands District School Board from the first day worked as a Bargaining Unit member after being hired into a permanent position, including continuous service in Long-Term Occasional teaching positions in the secondary panel with Trillium Lakelands District School Board which immediately preceded the permanent teaching job with no break in service. Any approved absence, including layoff with recall rights, shall not be considered an interruption of continuous service. Part-time teachers shall accrue seniority on a full-time basis.
- b) When newly hired permanent teachers are added to the seniority list, they are added under other teachers having the same seniority date who were already on the seniority list. In the event that the new permanent teachers being added to the seniority list have the same seniority date, the following criteria will be used in sequential order to break the tie:

total service as a secondary teacher with Trillium Lakelands District School Board and the predecessor Board, including service as an LTO teacher in the secondary panel;

THEN

total service as a teacher with Trillium Lakelands District School Board and the predecessor Board, including service as an LTO teacher;

THEN

total teaching experience in Ontario, including LTO experience;

THEN

total teaching experience including LTO experience;

THEN

by lot, to be conducted jointly by the approved representatives of the parties. If necessary, lots will be drawn each year once all other data has been verified and before the final posting of the seniority list.

L19.00 – TRANSFER, SURPLUS, REDUNDANCY AND RECALL

L19.01 Definitions

- a. A "staff complement vacancy" is a complement position within the Board which exists or will exist for the ensuing school year and to which no Bargaining Unit member has been assigned.
- b. A "voluntary transfer", in accordance with L19.03 shall mean any staff change arrangement, initiated by the member, that fills a staff complement vacancy.
- c. An "administrative transfer", in accordance with L19.02, shall mean a transfer initiated by the Employer.
- d. A "surplus teacher" is a Bargaining Unit member who has been identified by seniority as being surplus to the staffing requirements of a particular school for the ensuing school year, in accordance with L13.00 – Staff and Workload.
- e. A "redundant teacher" is a Bargaining Unit member who has been identified by seniority as being in excess of the staffing requirements of the Board for the ensuing school year, in accordance with L13.00 – Staff and Workload.
- f. A "recall list" is a list of Bargaining Unit members, by seniority, who have been declared redundant as set out in L19.05 Declaration of Redundancy, or a member who refuses placement as outlined in L19.07 Assignment of Surplus Members.
- g. "Region" shall be defined as the secondary schools and worksites in:
 - i. the City of Kawartha Lakes; or
 - ii. Muskoka; or
 - iii. for those members assigned to schools or worksites in Haliburton, a family of schools and worksites in Haliburton, Fenelon Falls and Bracebridge.

The School of Alternate Education includes all programs that may run under the auspices of the Adult and Alternate Education Centres, the Virtual Learning Centre, and ECPP (Education & Community Partnership Program). This School may consist of multiple worksites in each Region.

- h. "Qualifications" shall mean the qualifications on a teacher's certificate of qualifications, and mutual consent provisions according to the Regulations.
- i. The Joint Staffing Committee shall be provided with all relevant information in order to ensure that the procedures related to surplus, transfer, redundancy and recall are followed.

L19.02 Administrative Transfer

- a) No administrative transfer of a member shall be to a school or worksite more than eighty (80) kilometres from the teacher's original school or worksite. In this regard, it is understood and agreed that administrative transfers between secondary schools and worksites in Haliburton and Fenelon Falls or Haliburton and Bracebridge are within this distance.

- b) It is also agreed that no administrative transfer may occur within the last two (2) years prior to a member's eligibility for an unreduced pension (85 Factor).

L19.03 Voluntary Transfer

- a) Bargaining Unit members who wish to be considered for voluntary transfer to another secondary school shall inform the designated Superintendent, in writing with a copy to the Bargaining Unit President, by no later than the Monday following the March Break of the school year immediately prior to the school year for which the voluntary transfer is to be effective.
- b) Requests for voluntary transfers which can be accommodated shall be used first to fill staff complement vacancies. In order to facilitate voluntary transfers, a member who is transferred to replace a member on leave for only one (1) year will remain the responsibility of the originating school, unless otherwise agreed.

L19.04 Data

At a meeting of the Joint Staffing Committee a minimum of two weeks prior to the notification of surplus to school and the declaration of redundancy, the following information shall be shared:

- a) The projected ADE (average daily enrolment) for each secondary school and the Virtual Learning Centre.
- b) The FTE leaves granted in accordance with Article L12.08 and L12.09.
- c) A draft secondary system staffing allocation sheet.
- d) An up-to-date seniority list.

L19.05 Declaration of Redundancy

- a) Redundancy occurs when the full-time equivalent number of teachers in the secondary panel exceeds the full-time equivalent number of teaching positions for the next school year.
- b) Reductions in staff due to redundancy shall start at the bottom of the Seniority List with the least senior Bargaining Unit member and proceed up the ranked list. In the event that such declaration of redundancy results in the elimination of a program for which no available teacher is or will be qualified by September 1 of the next school year or for which no available teacher has evidence of successful teaching, the member next in order shall be declared redundant. In the event that a less senior member is to be retained due to qualifications and experience, the situation shall be discussed fully at the Joint Staffing Committee prior to a full explanation being provided to the member being declared redundant and prior to the declaration of redundancy.
- c) When redundancy exists, the Employer shall notify, in writing by no later than April 30 the member(s) whose employment may be terminated because of redundancy.
- d) Redundant teachers shall be placed on the recall list.

L19.06 Surplus to School Declaration

- a) Prior to the declaration of school surplus, the principal shall determine which members are to be declared surplus on the basis of seniority. The principal shall examine the qualifications of school staff and evidence of successful teaching in other subject areas so as to retain the more senior members by re-assignment whenever possible. Consideration shall also be given to

assignment to a subject area by mutual consent in accordance with Regulation 298. Where it is deemed that the curriculum needs of the school require the retention of a member with less seniority than a member declared surplus, the principal shall provide an explanation to the member to be declared surplus and the Bargaining Unit President prior to the declaration of surplus. The principal may involve another administrator at the meeting where the explanation is provided.

- b) Each principal shall, by May 1, submit to the Employer a list of Bargaining Unit members considered surplus to the school. The President of the Bargaining Unit will be provided with a copy of the lists.
- c) The Superintendent of Human Resources Services or designate shall, in consultation with the principals, identify and notify in writing by May 1 each Bargaining Unit member in each school who is expected to be surplus to the staffing requirements of each school for September of the following year.
- d) Teachers identified in L19.06 c) shall be provided with the following information:
 - i. a list identifying all worksites where staff complement vacancies or available leaves may exist;
 - ii. a Location Preference Form to complete and return to the Superintendent of Human Resources Services or designate by no later than five (5) working days following notification under L19.06 c).

L19.07 Assignment of Surplus Members

- a) A member declared surplus to school shall be assigned according to seniority to teach in a subject or combination of subjects for which the member is qualified or has evidence of successful teaching, as set out in L19.07 c) no later than May 31. Consideration shall be given to a member who is willing and able to qualify by September 1 or such later date as is agreed to teach in another subject area in which a vacancy exists.
- b) A member may elect to refuse a re-assignment, in which case the member shall be declared redundant and placed on the recall list.
- c) A member declared surplus to school will be offered the following options based on seniority:
 - i) a staff complement vacancy or a vacancy arising from a declaration of redundancy, in accordance with L19.07 a) and the member's Location Preference Form completed according to L19.06 d);or
 - ii) an assignment in the member's current school, if available, that has been vacated due to either a full semester leave(s) or a full school year leave (not including statutory leaves) granted by the Board for the following school year, provided that the member is either qualified for or has evidence of successful teaching experience in the subject area(s) of the assignment;

or

iii) if there are no leaves available at the member's current school, as set out in L19.07 c) ii), then the member declared surplus to school shall be offered, by seniority, an assignment within their region that has been vacated due to either a full semester leave(s) or a full school year leave (not including statutory leaves) granted by the Board for the following school year, provided that the member is either qualified for or has evidence of successful teaching experience in the subject area(s) of the assignment.

or

iv) a member declared surplus to school who has three (3) or more years of seniority shall be offered an assignment in the member's current school, if available, that has been vacated due to either a full semester statutory leave(s) or a full school year statutory leave, provided that the member is either qualified for or has evidence of successful teaching experience in the subject area(s) of the assignment. In the event the member on statutory leave returns early, then the member who had been declared surplus:

- A) shall remain at the school, but shall be assigned on a daily basis to up to four (4) full period on-calls for absent teachers and/or assigned to other duties as required;
- B) in the event a subsequent Board-approved vacancy becomes available at the school, and for which the member is either qualified for or has evidence of successful teaching experience in the subject area(s) of the assignment, the surplus member may be assigned to such vacancy.

- d. Members who were on part-time assignment shall not be offered greater than their entitlement at the time they were declared surplus, however, it is understood that they are entitled to the equivalent portion of any assignment that becomes available to them under 19.07 c).
- e. Where any member is transferred to any other secondary school for reasons related to the surplus to school procedures in clause L19.07, such member shall have the right to return to any staff complement vacancy in the originating school for which the member is qualified or has evidence of successful teaching. Where there is more than one (1) member with the right to return and who qualifies for a staff complement vacancy in a particular school, members shall be offered the position in seniority order. The right to return described herein shall be exercised prior to commencement of duties in the new assignment or, subject to L19.00 – Transfer, Surplus, Redundancy and Recall, at one of the following times:
 - i. at the end of the first semester in the new assignment;
 - ii. at the beginning of the subsequent school year;
 - iii. as mutually agreed by the parties but no later than the beginning of the subsequent school year.

This process shall take place prior to placing individuals on the recall list and prior to any posting(s).

- f. Where any member is transferred to any other secondary school more than eighty (80) kilometres from the member's originating school for reasons related to the surplus to school procedures in L19.07, such member shall have the right to return to any staff complement

vacancy in a school within eighty (80) kilometres of the member's originating school for which the member is qualified or has evidence of successful teaching, as long as there is no member exercising their right to return under L19.07 e).

Where there is more than one (1) member with the right to return, and who qualifies for a staff complement vacancy in a school within eighty (80) kilometres of the member's original school, members shall be offered the position in seniority order. The right to return described herein shall be exercised prior to commencement of duties in the new assignment or, subject to L19.00 00 – Transfer, Surplus, Redundancy and Recall, at one of the following times:

- i. at the end of the first semester in the new assignment;
- ii. at the beginning of the subsequent school year;
- iii. as mutually agreed by the parties but no later than the beginning of the subsequent school year.

L19.08 Recall

- a) The Employer shall establish and maintain a recall list in accordance with L19.01 f).
- b) Bargaining Unit members on the recall list as per L19.01 f) shall be recalled to staff complement vacancies based on seniority, subject to qualifications or evidence of successful teaching. Members who were in a part-time assignment shall not be offered greater than their entitlement at the time they were declared redundant.
- c) Bargaining Unit members who are eligible for recall shall file with the Employer their most recent address and telephone number, and email address if available, with a copy to the Bargaining Unit President. Members shall be responsible for advising the Employer and the Bargaining Unit President if they will be unavailable for recall for a specified period of time (not to exceed three (3) months).
- d) When a position becomes available, the Employer shall endeavour to contact the member being recalled by telephone, and email address. Inability to reach the member within four (4) work days, or a refusal to accept the position within that time-frame, shall enable the Employer to contact the next person on the list.
- e) A Bargaining Unit member on the recall list shall retain such status for a maximum period of three (3) years, subject to L19.08 f).
- f) A member of the Bargaining Unit who refuses recall to a position, for which the member is qualified or for which the member has expressed a preference (see L19.06 d)), on more than two (2) occasions, shall be removed from the recall list and will not be offered any further employment opportunities provided that:
 - i. refusal to accept a recall to a school beyond the provisions of L19.02 a) shall not be considered a "refusal" within the meaning of this clause;
 - ii. other refusals to recall may also be exempted from this clause, provided that reasons for such refusal are acceptable to the Director or designate; and
 - iii. unavailability for recall in accordance with L19.08 c) shall not be considered a "refusal" within the meaning of this clause.

- g) Available staff complement vacancies shall be offered to qualified members on the recall list prior to any posting.
- h) A Bargaining Unit member on the recall list who previously had a full-time assignment and accepts a recall into a part-time assignment shall retain the right of recall to a full-time assignment, subject to L19.08 e) and L19.08 f).
- i) A Bargaining Unit member who is recalled shall retain their seniority as if there had been no interruption of service.
- j) A Bargaining Unit member on the recall list, while awaiting recall, will be offered, by seniority, an assignment within their region that has been vacated due to either a full semester leave(s) or a full school year leave (not including statutory leaves) granted by the Board for the following school year provided that the member is either qualified for, or has evidence of successful teaching experience, in the subject area(s) of the assignment. This process will take place after the Assignment of Surplus Members process.
- k) All Bargaining Unit members on the recall list will be added to the "Active" Occasional Teacher (OT) roster notwithstanding any cap identified in L23.04.

L19.09 Assignment, Redundancy and Surplus for Members of the School of Alternate Education

- a) Members in the School of Alternate Education may be reassigned to other worksites within each Region.
- b) Members may be reassigned to another Region by mutual agreement in the same manner as outlined in 19.03 a).
- c) Declaration of redundancy shall be in accordance with L19.05.
- d) Surplus to school declaration shall be in accordance with L19.06, and shall be made by Region for the School of Alternate Education.
- e) Assignment of surplus members shall be in accordance with L19.07.
- f) Recall shall be in accordance with L19.08.

L20.00 – PROFESSIONAL DEVELOPMENT PLAN

L20.01 The Employer will provide \$30,000 for each school year for permanent teachers and for occasional teachers in long term assignments of four (4) months or longer, to be used for supporting members' attendance at conferences, in updating courses and similar activities of a professional development nature. The fund will be administered by the Branch Professional Development Plan Committees. The President of the Bargaining Unit will provide the Director, on an annual basis, not later than September 15th, with a detailed report on the disposition of these funds for the previous school year.

One half of the teacher absence from duties in relation to Professional Development Activities supported by L20.00 – Professional Development Plan of the Agreement shall be attributed to the Professional Development Plan at the daily rate under the Collective Agreement between the Board and the Secondary Occasional Teachers of Trillium Lakelands District 15.

L21.00 – ACTING ADMINISTRATIVE POSITIONS

L21.01 The Parties agree that a member of the Bargaining Unit may substitute for an absent Principal/Vice-Principal who is absent for an entire day and not more than twenty (20) consecutive work days or forty (40) work days in a school year. The Teacher-in-Charge shall be paid the following salary:

1/194 of Year 0 of the Principals'/Vice-Principals' Salary Schedule times the number of days in the position. This salary shall be in lieu of the member's regular salary unless the regular salary of the member is greater.

- a) The member will continue to be subject to all terms and conditions of this Collective Agreement, including but not limited to the payment and deduction of Union/ Bargaining Unit dues.
- b) Nothing in this Article prevents the member from resuming the member's regular Bargaining Unit duties subject to forty-eight (48) hours written notice to the appropriate supervisor.
- c) Where possible, a member shall receive forty-eight (48) hours' notice of the request that the member substitute as a Teacher-in-Charge for an absent Principal/Vice-Principal.
- d) A member shall have the right to refuse the request to substitute for an absent Principal/Vice-Principal.
- e) An Occasional Teacher shall be hired to replace a member of the Bargaining Unit who is acting as a Teacher-in-Charge.

L21.02 When a Principal or Vice-Principal will be absent from the school for a period of more than twenty (20) consecutive work days, the Board may appoint a Bargaining Unit member as an Acting Principal or Vice-Principal to fulfil the duties of the absent administrator.

- a) The Bargaining Unit member shall be paid the following salary:

1/194 of Year 0 of the Principals'/Vice-Principals' Salary Schedule times the number of days in the position during a school year. This salary shall be in lieu of the member's regular salary unless the regular salary of the member is greater.

- b) The Bargaining Unit member shall be entitled to return to the member's former position in the Bargaining Unit if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Bargaining Unit provided that the member's term(s) as Acting Principal or Vice-Principal does not exceed one hundred ninety-four (194) work days within two (2) consecutive school years.
- c) The member acting as Principal/Vice-Principal will continue to be subject to all terms and conditions of this Collective Agreement, including but not limited to the payment and deduction of federation fees.
- d) An Occasional Teacher shall be hired to replace a member of the Bargaining Unit who is appointed as an Acting Principal/Vice-Principal.
- e) Nothing in this Article prevents the member from resuming the member's regular Bargaining Unit duties subject to seven (7) days' written notice to the appropriate supervisor.

L21.03 Bargaining Unit members serving as a Teacher-in-Charge or as an Acting Principal/Vice-Principal shall not discipline or evaluate other Bargaining Unit members.

L21.04 In the case of part-time Acting Administrative Positions under this Article, the rates specified will be pro-rated, as appropriate.

L22.00 – HEALTH & SAFETY

The parties hereto recognize their responsibilities under the *Occupational Health & Safety Act*.

L23.00 – OCCASIONAL TEACHERS

L23.01 Definitions

- a) "Short Term Occasional Teacher" shall mean an Occasional Teacher whose employment is for a casual period that is on a day-to-day basis until no longer required or until "Long Term Occasional Teacher" status is attained.
- b) "Long Term Occasional Teacher" shall mean an Occasional Teacher qualified under the *Education Act* and Regulations to teach as a substitute for a permanent, probationary or temporary Teacher:
 - i. who has died during the school year, in which case the substitute employment shall not extend past the end of the school year in which the death has occurred, or
 - ii. who is absent from duties for a temporary period, in which case the substitute employment shall not extend past the end of the second school year after the absence begins.
- c) "Federation" means the Ontario Secondary School Teachers' Federation. "Union", "OSSTF" and "Bargaining Agent" shall have an identical meaning.
- d) "Board" means the Trillium Lakelands District School Board (TLDSB), as well as its predecessor Boards, namely The Muskoka Board of Education, The Haliburton County Board of Education, and The Victoria County Board of Education. "Employer" shall have an identical meaning.
- e) "Parties" means the OSSTF and the TLDSB.
- f) "Lockout" and "Strike" means lockout and strike as defined by the *Labour Relations Act*, as amended from time-to-time.
- g) "*Labour Relations Act*" means the *Ontario Labour Relations Act*.

L23.02 Application of L23.00 – Occasional Teachers

- a) This Article shall apply to Short Term Occasional Teachers and Long Term Occasional Teachers, as defined above.
- b) This Article and the following provisions of the collective agreement shall be the only provisions which apply to Occasional Teachers:
 - L1.00 – Purpose
 - L2.00 – Recognition
 - L3.00– Duration and Renewal
 - L4.00 – Federation Fees

- L5.07 – Use of Board Premises
- L5.09 – Employee Files
- L5.15 – Joint Labour Management Committee
- L5.16 – Performance Appraisals
- L6.00 – Grievance Procedure
- L7.07 – E.I. Insurable Hours
- L12.10 a) iv. – Federation Release Time
- L15.00 – School Year
- L16.00 – Medical Procedures
- L20.00 – Professional Development Plan
- Letter of Understanding re: Criminal Record Checks

L23.03 Rights and Responsibilities

a) Just Cause

No employee who has successfully completed the probationary period shall be dismissed, demoted or disciplined without just cause. A probationary employee may be dismissed at the sole discretion of the Board, subject to the principles of procedural fairness.

b) Non-Discrimination

The Parties agree that there shall be no intimidation, discrimination, restraint or coercion exercised against any person in regard to employment, terms or conditions of employment because the person exercises rights under this Collective Agreement, or participates in the activities of the Ontario Secondary School Teachers' Federation or any Committee, Branch or District thereof.

c) Copies of the Collective Agreement

The Employer shall post a copy of the Collective Agreement on the Board's intranet site within sixty (60) days of the execution of a new Collective Agreement. The Employer shall provide new members with the name of the Bargaining Unit President and the address and telephone number of the District Office when they are hired.

d) Probationary Period

Each newly-hired employee in the Bargaining Unit shall serve a probationary period of twenty (20) worked school days.

e) Correspondence

A copy of any correspondence relating to this Collective Agreement from authorized representatives of the Bargaining Unit to any authorized representatives of the Employer shall be provided to the Director or designate by email.

f) Statistics

The Employer agrees to provide the authorized representatives of the Bargaining Unit with such statistical data as is necessary for the purpose of collective bargaining and the maintenance and administration of this Collective Agreement. Upon request of the Bargaining Unit, the information shall be provided within three (3) weeks of the request being made.

g) Board Policies and Administrative Procedures

The Employer agrees to consult with the President of the Bargaining Unit prior to making any changes, additions or deletions to Board Policies which have a direct impact upon Bargaining Unit members. The Employer further agrees to consult with the President of the Bargaining Unit on the development of or revisions to Administrative Procedures which have a direct impact upon Bargaining Unit members in relation to the following: harassment, teacher evaluation, discipline, demotion or dismissal of teachers, employee assistance programs, student records management, special education, instructional time guidelines, safe schools, emergency preparedness, and reporting procedures related to child protection legislation. These provisions shall not apply if an authorized representative of Trillium Lakelands OSSTF participates in the development of a Board Policy or Administrative Procedure.

All Board policies and administrative procedures are available to the system on the Board's intranet. Any changes, additions or deletions to Board Policies and/or Administrative Procedures shall be sent to the President of the Bargaining Unit by e-mail attachment.

L23.04 Occasional Teacher Roster

- a) The Occasional Teacher Roster is maintained by the Board, and is a list of all qualified Teachers who have been hired by the Board to teach as Occasional Teachers in the Secondary Panel. The Occasional Teacher Roster includes Occasional Teachers on the "Active" list and the "Excess" list. The Occasional Teacher Roster, and associated Regional Lists, shall be in chronological order by date based on the Occasional Teacher's most recent date of hire to the Occasional Teacher Roster. The Occasional Teacher Roster shall be subdivided into three regional lists:
- a. City of Kawartha Lakes
 - b. Haliburton
 - c. Muskoka

The size of each regional list shall be determined by the Employer in accordance with L23.04 (f). It is understood that an occasional teacher may be on more than one regional list but will only count as one teacher toward the applicable minimum of sixty (60) and maximum of eighty (80) identified in L23.04 (f).

- b) To be eligible for inclusion on the Occasional Teacher Roster, an applicant must be a member in good standing with the Ontario College of Teachers and have the qualifications to teach at the Secondary Level. Any member on an Occasional Teacher List of a predecessor Board without such standing or qualifications shall not be subject to this provision.
- c) Before being placed on the Occasional Teacher Roster, and after a selection and interview process, an applicant shall submit proof of current membership/Certificate of Qualifications from the Ontario College of Teachers, and other required documentation.
- d) The Employer shall provide the Bargaining Unit with the name(s), OCT number, qualifications, regional list(s) placement, and contact information for individuals added to the OT Roster within two (2) weeks of being processed.
- e) When being added to the Occasional Teacher Roster, and annually thereafter, Occasional Teachers shall complete a form indicating the regional list(s) on which they wish to be placed,

their daily availability, subject to any long term occasional or permanent assignments, and their interest in long term occasional teaching and permanent teaching assignments within the Board.

- f) There shall be a minimum of sixty (60) short term Occasional Teachers available on a daily basis who are available to teach for the full day, and a maximum of eighty (80) short term Occasional Teachers who are available to teach for the full day on the “Active” Roster.

The following Occasional Teachers will not be counted in the minimum of sixty (60) or the maximum of eighty (80), but are considered to be on the “Active” Roster:

- i. Occasional Teachers who are part-time permanent teachers, during the semester(s) in which they have a permanent teaching assignment;
- ii. Occasional Teachers in a semester in which they have an LTO assignment;
- iii. Retired teachers on the Occasional Teacher roster;
- iv. Occasional Teachers who are on leave.

Occasional Teachers identified in i, ii and iii above are considered to be on the “Active” Roster and may accept work.

- g) Additional hiring to the Occasional Teacher Roster may occur if the number of “Active” members falls below the minimum of sixty (60) described in L23.04 (f).
- h) Availability on a daily basis shall mean that on any given day at least sixty (60) short term occasional teachers on the “Active” Roster have availability to teach for the full day. This does not include the teachers listed in (f) who are not counted in the minimum or the maximum but are considered to be part of the “Active” Roster.
- i) Occasional Teachers on the “Active” Roster must teach thirty (30) assignments in each school year in order to remain on the “Active” Roster. This clause shall not apply if a member has received fewer than fifty (50) calls for assignments. This does not include the teachers listed in (f) who are not counted in the minimum or the maximum but are considered to be part of the “Active” Roster.
- j) An up-dated Occasional Teacher Roster shall be sent to the President of the Bargaining Unit by October 1st and February 15th of each year.
- k) The Roster shall provide the following information for each Occasional Teacher: name, most recent date of hire to the roster, OCT number, region, and subjects the Occasional Teacher is qualified to teach.
- l) The President of the Bargaining Unit will receive by October 1st and March 1st of each year a list of Occasional Teachers in long term occasional (LTO) assignments.
- m) A teacher retiring from the secondary panel with Trillium Lakelands District School Board may have their name added to the secondary Occasional Teacher Roster. The retiring teacher must submit a formal request by Board email to the Superintendent of Human Resources Services prior to their retirement date.
- n) Long Term Occasional Teachers who have part time permanent status may be added to the “Active” Occasional Teacher Roster if they wish.

- o) Effective September 1, 2021, long term occasional teachers hired externally may only be added to the Occasional Teacher Roster in accordance with L23.04 (f) and (g).
- p) A member on the Occasional Teacher Roster may be granted a leave of absence to accept a Long Term Occasional assignment with another Board/panel. The request for leave shall be submitted by email to the Director of Education or designate and copied to the Bargaining Unit President. It is understood and agreed that Occasional Teachers on the “Active” Roster returning from leave may result in the list’s cap being exceeded until such time as the list is reviewed.
- q) A retired teacher on the Occasional Teacher roster may request to be moved to the “Excess” List by sending an email to the Superintendent of Human Resources Services. If the retired teacher on the Occasional Teacher roster would like to be moved back to the “Active” Occasional Teacher roster they must send an email to the Superintendent of Human Resources Services to request such a move. These requests will be addressed during the next Occasional Teacher Roster Maintenance meetings.
- r) Members who wish to have their names maintained on the roster for the following school year shall so confirm by completing the Agreement to Teach form, no later than June 30th. Occasional Teachers who have not taught the minimum number of assignments specified in L23.04 (i) may be removed from the Roster.
- s) No Teacher's name shall be removed from the Roster because of unavailability due to pregnancy and/or parental leaves, leaves of absence granted in accordance with L23.04 (p) or other mutually agreed leaves.

L23.05 Occasional Teacher Roster Maintenance

- a) The Employer and the Bargaining Unit shall meet a minimum of three (3) times per year, (October, February, and June), as part of the Labour Management Meeting, to review the Roster and the associated Regional Lists. Upon review, should Occasional Teachers returning from leave or Occasional teachers not successful in securing an LTO assignment, result in the “Active” Occasional Teacher Roster exceeding the maximum number in 23.04 (f), any teacher after the eightieth (80th) teacher on the list shall be moved to the “Excess” List. “Excess” List members shall have access to same day assignments or assignments that were not filled by 6 p.m. the night before the assignment.
- b) Members who have been on a leave of absence to another school Board or another panel for more than one full school year shall be notified that they will be removed from the roster. To remain on the roster, those members must inform the Employer in writing of their intent to return to the Occasional Teacher roster within ten (10) days.
- c) Members who refuse more than three (3) assignments in a twenty (20) school day period for reasons other than illness shall be moved to the “Excess” List upon notification to the member and the Bargaining Unit. This provision shall not apply to members who are not counted toward the maximum outlined in L23.04 (f).

Members declared “Excess” may be returned to the Occasional Teacher “Active” list upon request, subject to L23.04 (f), by updating their availability. This shall only occur during the roster review process.

- d) Members may increase or reduce their daily availability with notice to the Employer. Updating availability shall not result in a member being declared "Excess", however the availability may trigger additional members being added to the "Active" list subject to the maximum outlined in L23.04 (f).

L23.06 Posting Procedures for Long Term Occasional Assignments

- a) Long Term Occasional Positions of which the Board has a minimum of one month's prior notice shall be posted on the Board's intranet. A copy of the posting shall be forwarded to the President of the Bargaining Unit.
- b) Long Term Occasional positions may be simultaneously posted, both internally and externally, provided that qualified candidates from the Occasional Teacher Roster shall be interviewed prior to any external candidates.
- c) Where there is a posting, it shall be for a minimum of five (5) calendar days.
- d) In the event that there are more than five (5) qualified internal applicants, a minimum of five (5) shall receive an interview. In the event there are five (5) or fewer qualified internal applicants, all applicants shall receive an interview for the position.

Members being interviewed shall be informed of the time and place of the interview a minimum of twenty-four (24) hours prior to the interview.

- e) Unsuccessful qualified internal candidates for positions shall be granted an oral debriefing upon request. The teacher requesting the debriefing must submit their request to the appropriate Administrator by Board email. The Administrator and the applicant will find a mutually agreeable time and manner (phone, video, or face-to-face) for the debrief.

L23.07 Salary and Method of Pay

a) Salary Grid

It is understood that the payment of salary under this Article includes payment for vacation pay and any paid statutory holidays, if applicable.

- i. Short Term Occasional assignments shall be paid a daily rate in accordance with L23.09.
- ii. Long Term Occasional assignments shall be paid in accordance with L23.10.

b) Method of Pay

Pay dates shall be every second Friday, commencing the second Friday of the school year. Where a payday falls on a statutory holiday, the last regular banking day prior to the holiday will become the payday. The pay will reflect all occasional hours worked up to and including the Friday one week prior to the payday.

Where a Bargaining Unit member in a Long Term Occasional assignment is simultaneously employed in a Bargaining Unit of permanent teachers, it is understood that the payroll arrangements for such Bargaining Unit member shall be the same as for the permanent teachers.

- c) The Board will deposit each employee's net pay into an account in a financial institution with capabilities for electronic funds transfer. It is understood that the direct deposit system applies to all members of the Bargaining Unit.

L23.08 Professional Activity Day(s)

Where a P.A. Day falls within the assignment of a Long Term Occasional Teacher, the Teacher will be paid for the day based on attendance and participation in the P.A. Day activities. In the case of a Short Term Occasional Teacher, the P.A. Day will be considered an unpaid non-teaching day, but will not constitute a break in continuous teaching days for the purpose of qualifying as a Long Term Occasional Teacher.

L23.09 Short Term Occasional Assignments

- a) All Short Term Occasional assignments shall be filled according to the following procedure, in order:
- calling those Occasional Teachers on the "Active" Occasional Teacher Roster in sequential order who have declared themselves eligible to teach in that region;
 - calling Occasional Teachers on the "Excess" Roster who have declared themselves eligible to teach in that region;
 - hiring another available qualified Teacher;
 - where a qualified teacher is not available, a person not holding teacher qualifications may be employed as a Short Term Occasional Teacher.

Where an Administrator has information that indicates a teacher will be away for three (3) or more days, the Administrator may choose a qualified Occasional Teacher from the Occasional Teacher "Active" Roster to fill the position. In the event that no qualified teacher can be assigned the next available member on the "Active" Roster will be contacted.

- b) At the request of the President of the Bargaining Unit, an Employer representative(s) shall meet to discuss the circumstances which led to the hiring of an unqualified person.
- c) Daily Rate

The following daily rates shall be paid for assignments of more than two (2) periods. Assignments for two (2) periods (plus lunch supervision, if required) shall be paid at 0.538 of the daily rate. Assignments of one (1) period (plus supervision, if required), shall be paid at 0.269 of the daily rate.

Effective Date	Short Term Occasional Teacher Qualified Rate	Short Term Occasional Teacher Unqualified Rate
September 1, 2019	\$224.03	\$197.09
September 1, 2020	\$226.27	\$199.06
September 1, 2021	\$228.53	\$201.05

- d) Call-in Pay

If a Short Term Occasional Teacher has been either called out in error, or the assignment has been cancelled, without the Teacher having received a minimum of one and a half (1.5) hours'

notice prior to the scheduled commencement of the assignment, the Teacher, upon reporting for duties, shall be assigned duties for the day as scheduled and shall be paid at the appropriate daily rate of pay or portion thereof. In the case of transportation disruptions/school closure due to inclement weather, pay is also subject to Board Procedure number HR-4036 Inclement Weather and as may be amended from time-to-time in consultation with the employee groups.

- e) Where the teaching assignment of the Occasional Teacher includes four (4) credit or credit-equivalent courses, no other teaching or supervisory duties shall be assigned.

L23.10 Long Term Occasional Assignments

a) Salary Grid Placement

- i. A member with a Long Term Occasional teaching assignment shall be paid in accordance with L7.01 Category System, the salary grid in L7.03 a) which is in effect at the time the Long Term Occasional Status is attained, L7.03 b), L7.03 c), L7.03 d) Equivalent Teaching Experience, and L7.04 Graduate or Extra Degree Allowance, and 7.05 Related Work Experience. Related work experience will only be evaluated once.
- ii. Payment in accordance with the salary grid identified in L23.10 a) i) shall occur from the first (1st) day of the Long Term Occasional Assignment. In the event that the assignment is not immediately identified as a Long Term Occasional assignment, payment in accordance with L23.10 a) i. shall commence as of the eleventh (11th) day of continuous employment in the same position, and shall be retroactive to the first (1st) day of the assignment.

b) Continuous Employment

Continuous employment for the purposes of Long Term Occasional Teacher status shall be deemed to be unbroken in relation to statutory holidays and emergency school closure, legitimate absence in relation to inclement weather, or up to one (1) day of illness.

c) Timetable

The timetable for a Long Term Occasional Teacher shall be constructed according to the same constraints and obligations that apply to the timetable of the Teacher being replaced.

d) Termination of Assignment

In the event that the assignment of a Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Teacher will be given three (3) instructional days' notice, or three (3) days' pay in lieu of notice. Notice or pay in lieu of notice shall not apply in the case of termination for cause, or termination within the probationary period. Pay-in-lieu shall not apply in the case of termination due to exhaustion of sick leave.

L23.11 Sick Leave for Long Term Occasional Teachers

- a) Deductions from a member's sick leave for absences of less than a full day shall be pro-rated to the nearest half day.
- b) Medical documentation shall be requested and maintained in accordance with L10.03.

L23.12 Leaves of Absence for Long Term Occasional Teachers

a) Bereavement Leave

A member shall be granted bereavement leave with pay as follows:

- i. up to five (5) days in the case of the death of a parent, spouse or child;
- ii. up to three (3) days in the case of the death of a sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild;
- iii. one (1) day in the case of the death of an aunt or uncle; in the case of a close personal friend, one (1) day shall be granted to attend the funeral.

At the discretion of the Director or designate, up to two (2) additional days may be granted for special circumstances associated with any bereavement.

b) Jury or Witness Duty

Members shall be granted leave, without loss of pay to serve as a juror or when subpoenaed as a witness in any proceeding to which the member is not a Party, provided the member pays to the Employer any fees received as a juror or witness, exclusive of travelling allowances and accommodation expenses.

c) Examination and Graduation

A Teacher who is scheduled to work and who has received the prior approval of the Director (or designate) may be absent from duty without loss of pay as follows:

- i. for the purpose of writing an examination, the day on which the examination occurs will be granted;
- ii. for the purpose of attending the member's graduation, the day on which the graduation occurs will be granted.

d) Pregnancy/Parental Leave

An eligible member shall be granted Pregnancy and/or Parental Leave in accordance with the *Employment Standards Act*, as amended from time-to-time.

e) Quarantine

Leave, without loss of pay shall be granted to a member for a period of quarantine when declared or recommended by the Medical Officer of Health or designate.

f) Federation Leave

If a member of the Occasional Teacher Bargaining Unit is elected or appointed to a Federation position within the Bargaining Unit, the parties will meet to discuss and implement appropriate release time arrangements consistent with prevailing practices and understandings.

MEMORANDUM OF UNDERSTANDING

Re: Criminal Reference Checks

Pursuant to Regulation 521/01 of the *Education Act*:

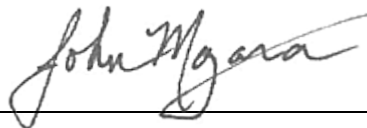
IT IS THEREFORE UNDERSTOOD and agreed that:

1. Trillium Lakelands District School Board shall ensure that all reference checks, offence declarations and related documentation which are obtained pursuant to Regulation 521/01 of the *Education Act* (or any subsequent regulation or law) shall be stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Superintendent of Human Resources Services and the Human Resources Services Department staff, although this does not preclude consultations with appropriate officials under paragraph 2, below.
2. Trillium Lakelands District School Board shall not release any information about an employee obtained pursuant to Regulation 521/01 of the *Education Act* (or any subsequent regulation or law) without the permission of the employee except for the purpose of considering a recommendation for disciplinary action against the employee or as otherwise required by law. Such consideration may involve only Senior Administration, the Board, and/or legal counsel, as appropriate.
3. The Bargaining Unit may grieve any disciplinary action taken against an employee based on or related to the information that the employee is required to provide to the Trillium Lakelands District School Board pursuant to the requirements of Regulation 521/01 of the *Education Act*, or any subsequent regulation or law.
4. This Memorandum of Understanding attached to this Collective Agreement, is part of the Collective Agreement and is subject to the Grievance Procedure in L6.00.

Dated at the City of Kawartha Lakes this 1st ~~th~~ day of November , 2021



For the Employer



For the Bargaining Unit

MEMORANDUM OF UNDERSTANDING

between

TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Employer" or the "Board")
and

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION, DISTRICT 15

representing

The Secondary Teachers of Trillium Lakelands District 15
and
The Secondary Occasional Teachers of Trillium Lakelands District 15
(hereinafter referred to as the "Bargaining Unit" or "Federation")

Re: Class Size for MTH 1W

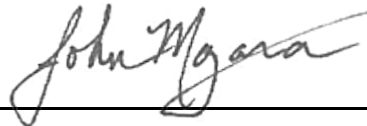
The Employer and the Bargaining Unit agree and recognize the need for effective program development and delivery. In order to support the transition to MTH 1W, the parties agree that:

1. For 2021-2022 school year, the maximum class size for MTH 1W shall be twenty-five (25).
2. The maximum class size may be exceeded by up to two (2) students per MTH 1W class, provided no teacher's total number of students in the semester shall exceed the sum of the applicable maxima plus three (3) students, and no individual class shall exceed the maxima by more than two (2) students.
3. The class size maxima described in 1 and 2 above are not subject to the central class size adjustments outlined in central Letter of Agreement # 3.

Dated at the City of Kawartha Lakes this 1st ~~th~~ day of November , 2021



For the Employer



For the Bargaining Unit

MEMORANDUM OF UNDERSTANDING

between

TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Employer" or the "Board")
and

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION, DISTRICT 15
representing

The Secondary Teachers of Trillium Lakelands District 15
and
The Secondary Occasional Teachers of Trillium Lakelands District 15
(hereinafter referred to as the "Bargaining Unit" or "Federation")

RE: Members taking both Pregnancy and Parental Leave

In accordance with Memorandum of Understanding #6 Re: Supplementary Employment Benefits and Employment Insurance (EI) of the agreement reached by the central parties on April 20, 2020 which states that by January 1, 2021 the obligation outlined in the 2018:B05 Ministry of Education Memo shall be in place, effective January 1, 2021, the Board shall pay SEB payments in accordance with Letter of Agreement # 6 under Part A and Article 12.01 (e) Supplemental Employment Benefit Plan (S.E.B.) – Pregnancy Leave of the Collective agreement to eligible employees upon receipt of the appropriate supporting documentation as follows:

Week 1: 100% top up for the one week waiting period. Where a waiting period is not served, the Member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.

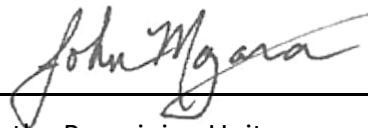
Week 2 – 8: The member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.

Week 52: After the eight (8) weeks of top-up noted above, the Board will pay the equivalent of one (1) week of the member's gross E.I. amount in week 52 provided that the Member remains on parental leave.

Dated at the City of Kawartha Lakes this 1st ~~th~~ day of November , 2021



For the Employer



For the Bargaining Unit

LETTER OF UNDERSTANDING

between

TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD
(hereinafter referred to as the “Board”)

And

THE ONTARIO SECONDARY TEACHERS' FEDERATION -
TEACHERS AND OCCASIONAL TEACHERS BARGAINING UNIT
DISTRICT 15 TRILLIUM LAKELANDS
(hereinafter referred to as the “Local”)

Re: Top up Provisions for Part Time Permanent Teachers with 0.5 FTE Permanent Entitlement and above in a School

WHEREAS the parties to this Letter of Understanding engaged in negotiations for renewal of the collective agreement with respect to issues that are within the scope of local bargaining;

AND WHEREAS the issue of top up of FTE entitlement for part time permanent teachers was discussed at length during the course of the negotiations;

AND WHEREAS the parties are desirous of reaching an agreement on local issues;

AND WHEREAS the parties have agreed to a process that will occur as a pilot to fill vacant permanent teaching positions for the 2021-22 school year;

AND WHEREAS the parties shall continue to use this pilot process for the duration of the 2019-2022 collective agreement and for a one year period up to August 31, 2023;

NOW THEREFORE the parties agree to the following:

1. Top up of FTE Entitlement with Vacant Teaching Positions during the School Year

- a. Effective September 1, 2021, prior to advertising vacant permanent teaching positions, permanent teaching sections that become available during the school year shall first be offered by seniority and qualifications on their Ontario College of Teachers Certificate to the following teachers in order:
 - i) Teachers transferred to any other secondary school for reasons related to the surplus to school provisions and have the right to return to any staff complement vacancy in the originating school in accordance with L19.07;
 - ii) Teachers on the recall list as per Article 19;
 - iii) Part-time teachers with a 0.5 FTE or greater entitlement in a school where permanent teaching sections become available will be given the opportunity to increase their entitlement in that school based on the following process:
 1. In order of seniority at their school;
 2. Subject to qualifications on their Ontario College of Teachers certificate of qualification required for the required permanent section(s);

3. Subject to availability of the teacher based on the timetable of their permanent sections;
 4. Subject to geographic availability for the School of Alternate Education;
 5. Teachers can only increase their entitlement until their overall FTE in the Board is 1.0 FTE.
 6. A teacher with a development needed rating or an unsatisfactory rating on their Teacher Performance Appraisal may not be considered for an increase in their teaching time under this entitlement increase provision until they have received a satisfactory rating on a subsequent Teacher Performance Appraisal.
- b. After the process outlined in a), remaining vacancies will be filled in accordance with Article 5.11.

2. Top up of FTE Entitlement with Vacant Teaching Positions during the Annual Staffing Process for the next School Year

- a. Effective September 1, 2021, during the staffing process in the spring of each year and prior to advertising vacant permanent teaching positions for the following school year, permanent teaching sections that become available shall first be offered by seniority and qualifications on their Ontario College of Teachers Certificate to the following teachers in order:
- i) Teachers transferred to any other secondary school for reasons related to the surplus to school provisions and have the right to return to any staff complement vacancy in the originating school in accordance with L19.07;
 - ii) Teachers on the recall list as per Article 19;
 - iii) Voluntary transfer applications to schools as outlined in Article L19.03 will be considered after i and ii, above. Applicants who request a voluntary transfer will be notified of the outcome of their transfer request no later than May 1st in the year that they apply.
 - iv) Part-time teachers with a 0.5 FTE or greater entitlement in a school where permanent teaching sections will be available for the following school year will be given the opportunity to increase their entitlement in that school based on the following process:
 1. In order of seniority at their school;
 2. Subject to qualifications on their Ontario College of Teachers certificate of qualification required for the required permanent section(s);
 3. Subject to geographic availability and / or scheduling for the School of Alternate Education;
 4. Teachers can only increase their entitlement until their overall FTE in the Board is 1.0 FTE.
 5. A teacher with a development needed rating or an unsatisfactory rating on their Teacher Performance Appraisal may not be considered for an increase in their teaching time under this entitlement increase provision until they have received a satisfactory rating on a subsequent Teacher Performance Appraisal.

b. After the process outlined in a), remaining vacancies will be filled in accordance with Article 5.11.

3. The parties agree that the pilot process outlined above will be a standing item on the Labour/Management meeting agenda for the duration of the 2019-2022 collective agreement, and up until August 31, 2023, unless extended in accordance with #4 below.

4. This Letter of Understanding will expire as of August 31, 2023 unless mutually agreed. By the end of the first full week of July 2023 the parties will meet to determine if both parties would like to extend the pilot beyond August 31, 2023, and, if extended, for what period of time.

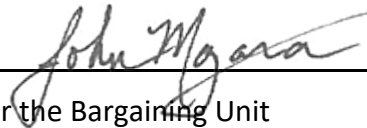
5. In absence of mutual agreement for continuation of the pilot process under this Letter of Understanding, it is understood that the parties will revert to the language in Article 5.11 Vacant Teaching Positions.

6. Subject to the above, this Letter of Understanding forms part of the Collective Agreement and is subject to the Grievance Procedure in L6.00.

Dated at the City of Kawartha Lakes this 1st ~~th~~ day of November , 2021



For the Employer



For the Bargaining Unit

Dated at the City of Kawartha Lakes this 1st ~~th~~ day of November , 2021

On behalf of TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD:

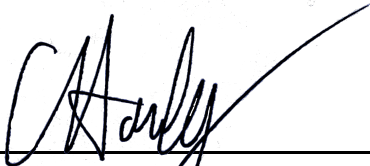


Bruce Reain, Chairperson

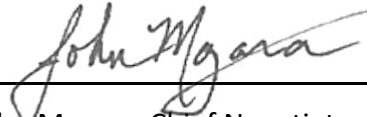


Wes Hahn, Director of Education

On behalf of THE SECONDARY TEACHERS OF TRILLIUM LAKELANDS DISTRICT 15 OF THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION and on behalf of THE SECONDARY OCCASIONAL TEACHERS OF TRILLIUM LAKELANDS DISTRICT 15 OF THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION:



Craig Horsley, President



John Mazara, Chief Negotiator



Colin Matthew, Executive Officer

COLLECTIVE AGREEMENT

between

YORK REGION DISTRICT SCHOOL BOARD

and

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION,
DISTRICT 16**

September 1, 2019 to August 31, 2022



Available online at:

<https://bww.yrdsb.ca/boarddocs/Pages/CollectiveAgreements.aspx>

PART A

CENTRAL TERMS

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or

- ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.

- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.

- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:	
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.	
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3	
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.	
First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____

Date of Assessment: dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy			

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

**LETTER OF AGREEMENT #2
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

**LETTER OF AGREEMENT #3
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**LETTER OF AGREEMENT #5
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

**LETTER OF AGREEMENT #6
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

**LETTER OF AGREEMENT #7
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);

- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

**LETTER OF AGREEMENT #10
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

**LETTER OF AGREEMENT #11
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

**LETTER OF AGREEMENT #12
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s

most recent yearly statement for the year ending no later than August 31, 2015.

- d. The Trust shall retain rights to the data and the copy of the software systems.

- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated.

Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for

any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and

- e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the

difference between the gross amount the teacher receives from E.I. and their regular gross pay;

2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

PART B

LOCAL TERMS

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PART B – LOCAL TERMS

PART L.A – GENERAL

L.A.1.0 – GENERAL PURPOSE OF AGREEMENT

- L.A.1.1 It is the general purpose of this agreement to establish for all secondary school teachers as defined in L.A.4.6 certain allowances, working conditions and benefits, and to provide procedures for the prompt and equitable disposition of local grievances without any interference with the operation of the Board and its schools.

L.A.2.0 – EFFECTIVE PERIOD

- L.A.2.1 If no new local agreement is reached by August 31, 2022, this local agreement shall continue in effect in accordance with the provisions of the *Ontario Labour Relations Act*, 1995, Section 86(1), and the *School Boards Collective Bargaining Act* (2014).
- L.A.2.2 If this local agreement is renewed under the *Ontario Labour Relations Act*, Section 58(2), Article L.A.2.1 above shall be deemed to have been amended to read September of the appropriate year.
- L.A.2.3 Amendments and/or revisions to this local agreement shall be made only by the mutual written consent of the negotiating groups duly authorized by the parties to represent them.

L.A.3.0 – RECOGNITION

- L.A.3.1 The Board recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the sole and exclusive bargaining agent authorized to negotiate on behalf of its members employed by the Board and
- a) assigned as teachers, as defined in L.A.46, to one or more secondary schools or to perform duties in respect of such schools all or most of the time; and
 - b) who are on the Board's roster of occasional teachers who may be assigned to secondary schools.
- L.A.3.1.1 The Board recognizes the negotiating team of the District 16 Teacher/Occasional Teacher Bargaining Unit (T/OT BU) as the group authorized to negotiate locally on behalf of OSSTF.
- L.A.3.2 The Board recognizes the right of the provincial Ontario Secondary School Teachers' Federation to represent the said teachers and to negotiate locally on their behalf.
- L.A.3.3 Either party has the right to authorize legal counsel or an agent designate to represent and/or to negotiate on its behalf.
- L.A.3.4 The Board recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations.
- L.A.3.5 The Board agrees to support the following Board policies:
- Violence Prevention and Intervention and Non-Code Workplace Related

Harassment – Employees

- Human Rights: Code Related Harassment and Discrimination
- Caring and Safe Schools

L.A.3.6 The Board recognizes its obligations to fulfil all of the statutory requirements contained within the Human Rights Code. Additionally, the Board agrees that there shall be no discrimination or harassment based on any reasonable OSSTF business.

L.A.3.7 The Board recognizes its obligation to provide a secure environment for employees in accordance with the Board's Caring and Safe Schools Policy and Bill 212 (2007). When information is available around significant issues of student behaviour, a Case Management approach will be used to discuss appropriate supports and resources.

L.A.3.8 – TEACHER PERFORMANCE APPRAISAL

L.A.3.8.1 The Board recognizes that Teacher Performance Appraisal and the New Teacher Induction Program shall be conducted in accordance with the *Education Act* and relevant legislation and in accordance with the Board's policies and procedures. The Board shall consult with District 16 OSSTF T/OT BU prior to making changes to the Board's policies and procedures with respect to Teacher Performance Appraisal and the New Teacher Induction Program.

L.A.3.8.2 A teacher shall have the right to OSSTF representation, assigned by the T/OT Bargaining Unit President at any meeting which is part of or results from the performance appraisal procedure following a performance appraisal which was rated unsatisfactory or development needed as per the YRDSB TPA Manual or NTIP Manual. Up to three (3) work days shall be allowed for the teacher to secure OSSTF representation, and during this time, no further discussion of the matter shall occur between the evaluator or any other agent of the employer and the teacher.

L.A.3.8.3 Teachers, including those in charge of organizational units shall not perform any aspect of formal teacher performance appraisal on members of T/OT Bargaining Unit.

L.A.3.8.4 Teachers who have received formal notification that their Teacher Performance Appraisal will be in the current year may indicate a preference for the semester and class in which they wish to be evaluated. Such preference will be taken into consideration when scheduling TPA and will not be arbitrarily denied.

L.A.3.8.5 A teacher shall be given at least 48 hours notice before a pre-observation meeting. During the pre-observation meeting the administrator and the teacher shall agree upon the date and time for the classroom observation.

L.A.3.8.6 The teacher shall receive the written performance appraisal, signed by the evaluator, within the timelines stipulated by *Regulation 99/02 of the Education Act*.

L.A.3.8.7 Electronic recording devices will not be used to monitor performance related to the TPA process.

L.A.4.0 – DEFINITIONS- GENERAL

Where a term is used in this local agreement and not defined, the definition shall be as found in the Acts and Regulations pertaining to Education in the Province of Ontario which are in effect at the date of the implementation of this local agreement.

L.A.4.1 “Board” means York Region District School Board.

L.A.4.2 “Certification Rating Statement” means the statement issued to a teacher following evaluation by the Qualifications Evaluation Council of Ontario (QECO) using [QECO charts](#) under Program 5.

Historical note: “Certification Rating Statement” may also mean the statement issued to a teacher by the Ontario Secondary School Teachers' Federation Certification Department affirming that it has certified the teacher's qualifications and has placed the teacher in a group in accordance with Certification of OSSTF.

L.A.4.3 “Director” means the Director of Education and Secretary-Treasurer of the Board.

L.A.4.4 “District 16 T/OT BU” means District 16 Teacher /Occasional Teacher Bargaining Unit of the Ontario Secondary School Teachers' Federation.

L.A.4.5 “OSSTF” means the Ontario Secondary School Teachers' Federation.

L.A.4.6 “Teacher” means a person who is a member of the Ontario College of Teachers, who is employed by the Board, who meets the requirements of Teacher as defined in the *Education Act* and who is a statutory member of OSSTF, for whom the Board is required to deduct fees in accordance with a schedule prescribed for members of OSSTF.

L.A.4.7 “Curriculum Consultant/Special Education Consultant” under the terms of this agreement is a teacher as defined in L.A.4.6 who has been appointed to a consultative position (both panels), who assists and advises teachers in regards to programs and methods and who has responsibilities in the organization and presentation of professional development activities.

L.A.4.8 “Curriculum Coordinator” under the terms of this agreement is a consultant as defined in L.A.4.7 who has been appointed to a coordinator position (both panels), who coordinates the activities of consultant services and who facilitates in-service and instructional resource development.

L.A.4.9.1 “Special Facilitator” under the terms of this agreement is a teacher as defined in Article L.A.4.6 who has been appointed to a position responsible for activities relating to Board initiatives. These positions will be one year renewable appointments at the discretion of the Board. The number of these positions shall be at the discretion of the Board. The staffing for these positions will be outside the staffing complement for the purposes of this agreement. Any applicable allowances for these positions shall not be taken from the revenue allocated in the funding formula for Subject Heads. Teachers are entitled to their Position of Responsibility allowances if these positions occur during their four-year terms.

L.A.4.9.2.1 A “Special Facilitator” shall be granted leave for a maximum of two years with the right to return to the same position in the same school if available.

- L.A.4.9.2.2 Notwithstanding L.A.4.9.2.1, if the teacher holds a Position of Responsibility then L.D.2.5.8 shall include the leave to perform the responsibilities of a Special Facilitator.
- L.A.4.9.2.3 If the term outlined in L.A.4.9.2.1 is extended beyond two years, the Special Facilitator shall return to an equivalent position in any school.
- L.A.4.10.1 “School Initiative Facilitator” under the terms of this agreement, is a teacher as defined in Article L.A.4.6 who has been appointed by the Board to a position responsible for activities relating to a special initiative at a particular school. These positions will be one year renewable appointments at the discretion of the Board.
- L.A.4.10.2 In the event that a School Initiative Facilitator is a full or part time release position, the staffing for the School Initiative Facilitator position will be outside the staffing complement for the purposes of this agreement.
- L.A.4.10.3 In the event that a School Initiative Facilitator is not a time release position, the School Initiative Facilitator shall be paid an allowance equivalent to a Level Two head and the allowance will not be taken from the revenue allocated in the funding formula for Subject Heads
- L.A.4.11 “Spouse” shall have the meaning as defined in the *Education Act* Section 1.0.1.

L.A.5.0 – RIGHTS OF PARTIES

- L.A.5.1 Subject to the provisions of this agreement, the teachers of District 16 T/OT BU recognize and accept that it is the sole and exclusive right and obligation of the Board to manage the affairs of the Board, including the right to:
- L.A.5.1.1 hire, transfer, promote;
- L.A.5.1.2 demote, suspend, discipline, or dismiss subject to the provisions of L.A.6.0;
- L.A.5.1.3 plan and control the teaching program of the Board, the number of teachers to be employed, the number of students to be allocated to a program, the class size, the assignment of teachers, the subjects to be taught, the selection of individuals to positions of responsibility, the hours of school, the school year and the holidays to be observed and other such responsibilities of the Board as are outlined in Acts and Regulations pertaining to education in the Province of Ontario.
- L.A.5.1.4 The Board agrees that all rights set forth in Article L.A.5.1 will not be exercised in a manner that is unreasonable or contrary to the provisions of this Collective Agreement.
- L.A.5.2 The Board recognizes the professional competence of teachers and welcomes their participation where possible in the development and organization of courses for secondary schools.
- L.A.5.3 Teacher application forms, recommendations to hire and Acceptance of Position Forms for all teachers who are subject to this agreement shall be accessible to the Chief Negotiator/Staffing Officer and/or the President of OSSTF District 16 T/OT BU, with the written consent of the teacher concerned.

- L.A.5.4 A teacher or designate shall have timely access during normal business hours to all his/her personal data maintained on file by the Board. The teacher or designate shall have the right to make copies of any material contained in such files.
- L.A.5.4.1 The Board will ensure that a teacher receives copies of any materials placed in any of his/her personnel files within three working days.
- L.A.5.4.2 If OSSTF, on behalf of a teacher, disputes the accuracy or completeness of any such information referred to in L.A.5.4, other than an evaluation, the Board shall, within 15 working days from receipt of a written request by OSSTF stating the alleged inaccuracy, either confirm or amend the information and communicate this in writing to OSSTF and to the teacher.
- L.A.5.4.2.1 Where the Board amends information under L.A.5.4.2, the Board shall update all the teacher's personnel files as applicable and notify OSSTF and all persons who received a copy of the information.
- L.A.5.5 Documents contained in a teacher's personnel or school files which are of a disciplinary nature and all supporting documents shall be removed from the files three (3) years, or less at the discretion of the Director or designate, after their date of issue provided that there is no recurrence of behaviour requiring additional disciplinary action.
- L.A.5.6 This collective agreement shall form part of the individual contract of employment between the Board and each teacher employed on any form of contract who is a member of District 16 T/OT BU, and the individual contract shall be deemed to form part of this collective agreement.
- L.A.5.7 There shall be no strike or lock-out during the term of the Agreement. The terms "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act* and the *School Boards Collective Bargaining Act* (2014).
- L.A.5.8 The Board and District 16 OSSTF T/OT BU recognize that supervision of school dances, and committee work shall continue on a voluntary basis.
- L.A.5.9 For the purpose of performance evaluation, the Board shall not alter the existing job descriptions of Curriculum Consultants/Special Education Consultants, Curriculum Coordinators and Special Facilitators as defined in Articles L.A.4.7, L.A.4.8 and L.A.4.9 respectively.
- L.A.5.9.1 The Board shall not create new job descriptions for positions referenced in Article L.A.5.9 without prior consultation with District 16 T/OT BU.
- L.A.5.10 In the event that a teacher is required by the Board to cross a legally established picket line and is prevented from doing so or reasonably believes there is a danger to his/her personal safety, the Board shall, if necessary, provide an escort or, alternatively, send the teacher to another work site.
- L.A.5.11 The Board agrees that in accordance with past practice, the District 16 T/OT BU Branch Affiliates may hold meetings at the work site.
- L.A.5.12 A teacher shall notify the Board in writing within fourteen (14) days of any change of address. If a teacher fails to do so, the Board will not be responsible for failure of a notice

to such teacher. Any notice sent by the Board via registered mail or courier to the teacher's address which appears on the Board records shall be conclusively deemed to have been received by the teacher.

L.A.6.0 – JUST CAUSE

- L.A.6.1 No teacher shall be demoted, suspended, disciplined or dismissed without just cause.
- L.A.6.2 If the Board requires a teacher to meet with his/her supervisor in order to formally investigate the professional conduct of a teacher or in order to receive a verbal or written reprimand, suspension or discharge, the supervisor will inform the teacher that he/she has the right to have an OSSTF representative present and will inform the OSSTF T/OT District 16 Office that the meeting is to take place. If the teacher elects to have OSSTF representation or if T/OT Bargaining Union President or designate elects to be present, no discussion of the issues will take place until the OSSTF representative is present in a timely fashion.

L.A.7.0 – GRIEVANCE AND ARBITRATION PROCEDURE

The following process pertains to grievances grieved locally, whether on local or central matters.

- L.A.7.1 The purpose of this Article is to establish a prompt and equitable procedure for the settlement of grievances.

L.A.7.2 – DEFINITIONS

- L.A.7.2.1 A "grievor" shall mean the Board or District 16 T/OT BU acting on behalf of a teacher or a group of teachers when filing a grievance.
- L.A.7.2.2 A "complaint" shall mean a difference in interpretation, application or alleged violation of this agreement.
- L.A.7.2.3 A "grievance" shall mean a complaint specified on a written grievance form or a grievance initiated under the provisions of L.A.7.10.
- L.A.7.3 Teachers and District 16 T/OT BU are required to follow the procedures laid down in these articles in respect of a grievance and/or arbitration and any teacher or group of teachers, as the case may be, who appeals directly to any Superintendent or trustee of the Board shall thereby forfeit all rights under this article.
- L.A.7.3.1 The Board and OSSTF agree that any step of the grievance procedure, with mutual consent of both parties, may be omitted from the process.
- L.A.7.4 Time limits specified in the Grievance Procedure may be amended by mutual agreement in writing by the parties to the grievance.
- L.A.7.5 If either party fails to meet any of the stipulated time limits, the non-defaulting party, if the grievor, shall have the right to proceed to the next step, and if the non-defaulting party is not the grievor, the grievance shall be deemed to be dismissed.
- L.A.7.6 Parties to the grievance shall furnish one another with any pertinent information relevant to the grievance in a timely fashion. Notwithstanding the above, the parties reserve the

right to present additional information at the Step 2 grievance meeting or at arbitration.

L.A.7.7 A teacher who has a complaint may discuss it with his/her principal or immediate supervisor if other than a principal. Such complaint shall be brought to the attention of the principal/supervisor within ten (10) instructional days of the incident giving rise to the complaint or circumstances giving rise to the complaint having come or ought to have come to the attention of the teacher. The principal/supervisor shall state his/her answer verbally within five (5) instructional days of receiving the complaint.

L.A.7.8 Step 1:

If any of the parties in L.A.7.3 are dissatisfied with the answer to the complaint, the Board or District 16 T/OT BU may refer such matter on a written grievance form to the Director or designate who shall answer the grievance in writing within ten (10) instructional days. The complaint shall constitute a formal grievance at Step 1, and shall be filed within ten (10) instructional days of receipt of the reply of the principal or immediate supervisor to the complaint. The grievance shall specify the article or articles and subsections of this agreement of which a violation is alleged, contain a precise statement of the facts relied upon, indicate the relief sought and be signed by the teacher and/or OSSTF. Either party can request that a meeting take place prior to a reply being given at Step 1. The meeting will include the grievor, the Federation Representative, the Director or designate and the Principal and/or his/her designate.

L.A.7.9 Step 2:

If no settlement is reached at Step 1, the teacher, representatives of District 16 T/OT BU and of the Board shall meet within fifteen (15) instructional days of receipt of the reply of the Director or designate to present the grievance to the grievance panel of up to three (3) members of Senior Management Supervisory Officers appointed by the Director or designate. The members of Senior Management involved in the grievance panel shall not have had any prior decision-making involvement in the matter. If the grievance is not settled within ten (10) instructional days from the date of the Step 2 meeting, it may be referred to arbitration as provided in L.A.7.12 – L.A.7.18. When the grievance panel meets to make its decision, no teacher or other OSSTF participant in the discussion shall be present. The supervisory officers involved in the grievance panel shall not have had any prior decision making involvement in the matter.

L.A.7.10 District 16 T/OT BU or the Board may initiate a grievance relating to the interpretation, application or alleged violation of this agreement, beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten (10) instructional days of the incident giving rise to the grievance having come or ought to have come to the attention of the grievor and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under L.A.7.12 – L.A.7.18 by either District 16 in the case of a District 16 grievance or the Board in the case of a Board grievance.

L.A.7.11 Once the grievance procedure has been exhausted, and prior to referring the matter to arbitration or during arbitration, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The timelines in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the

timelines in the grievance/ arbitration procedure shall continue from the point at which they were frozen.

- L.A.7.12 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting any Grievance Procedure established by this agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator.
- L.A.7.13 Should the Parties fail to agree upon an Arbitrator within ten (10) days of receipt of the written notification of desire to move to arbitration, or upon written request of either Party, the grievance shall be submitted to a Board of Arbitration. The written request shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within five (5) instructional days of the appointment of the second of them or a time mutually agreed upon, appoint a third person who shall be the Chair. If the recipient party fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chair, within the time limit, the appointment shall be made by the Ontario Labour Management Arbitration Commission upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any teacher affected by it. The decision of the Arbitration Board shall govern. If there is no majority, the decision of the Chair shall rule. The powers of the Arbitration Board shall be as established under the *Ontario Labour Relations Act*.
- L.A.7.14 No person who has been involved in an attempt to negotiate or settle the grievance may be appointed as a single arbitrator or as a member of the Arbitration Board unless mutually agreed to by the Union and the Board.
- L.A.7.15 Each of the parties hereto shall bear the expenses of the arbitrator appointed by it, and the parties will jointly share the expenses of the single Arbitrator or the Chair of the Arbitration Board, if any.
- L.A.7.16.1 The single Arbitrator or Board of Arbitration shall have the authority as outlined in the *Labour Relations Act*.
- L.A.7.16.2 Notwithstanding L.A.7.16.1, the single Arbitrator or Board of Arbitration shall not be authorized to make any decision inconsistent with any Act or a regulation thereunder or the provisions of this agreement, nor to alter, modify, add to or amend any part of this agreement.
- L.A.7.17 Time limits specified in the Arbitration Procedure may be amended by mutual agreement in writing by the parties to the arbitration.
- L.A.7.18 Should the investigation by the Board or the steps in the grievance/arbitration procedure require that an involved teacher be released from regular duties, the teacher shall be released without loss of salary or benefits and, in the case of a classroom teacher, an occasional teacher will be used to cover that teacher's duties if the absence is for one half day or more.

L.A.8.0 – FEDERATION FEES

- L.A.8.1 On each pay date on which a teacher is paid, the Board shall deduct from each teacher the OSSTF dues. The amounts shall be determined by OSSTF in accordance with its constitution and forwarded in writing to the Board.
- L.A.8.1.1 The OSSTF dues deducted in Article L.A.8.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, the employee identification number, annual salary, and the amounts deducted.
- L.A.8.2 The Board also agrees to deduct District 16 T/OT BU dues from its teachers on a semi-annual basis or as otherwise mutually agreed and to forward these to the T/OT BU District 16.
- L.A.8.2.1 Dues specified by District 16 in Article L.A.8.2 shall be deducted and remitted to the Treasurer, District 16 at 110 Pony Drive, Unit 6, Newmarket, Ontario, L3Y 7B6 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers and the amounts deducted.
- L.A.8.3 Pursuant to L.A.8.1 and L.A.8.2 OSSTF and District 16 must inform the Board no later than August 1 in each year concerning the amount of dues to be deducted during that school year and no changes in the dues to be deducted shall be made during that school year.
- L.A.8.4 OSSTF and/or District 16, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or District 16.

L.A.9.0 – CRIMINAL BACKGROUND CHECKS

- L.A.9.1 For existing employees, the Board shall pay all costs associated with the Canadian Police Information Check (CPIC) or offence declaration, pursuant to Regulation 521/01 of the *Education Act* or any subsequent regulation or law, provided that the teachers use the Police Service designated by the Board.
- L.A.9.2 The Board shall ensure that all records and information (including offence declaration and CPIC record) obtained pursuant to Regulation 521/01 of the *Education Act* or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Superintendent of Employee Services and/or designate and the teacher and/or designate.

L.A.10.0 – STAR SYSTEM

- L.A.10.1 It is the responsibility of the Board to ensure that all teachers are trained in the operating procedures of the dispatch system. Each teacher shall receive a copy of the written instructions.

L.A.11.0 – ATTENDANCE MANAGEMENT

- L.A.11.1 No changes to the current policy or rules addressing attendance management issues shall be implemented without the employer first consulting with District 16 T/OT BU.
- L.A.11.2 The Board and District 16 T/OT BU agree to meet at least once per year to review the design and implementation of the Board's Employee Attendance Support Program (EASP) or any other attendance management Policy or Program.

L.A.12.0 – SCHOOL YEAR

- L.A.12.2 Teachers shall not be required to work any days in excess of the school year defined in L.A.12.1

L.A.13.0 – PROFESSIONAL LEARNING COMMUNITIES

- L.A.13.1 The parties recognize the importance of professional learning for teachers. Involvement in Professional Learning Communities shall be voluntary and not used in a Teacher Performance Appraisal.

L.A.14.0 – OSSTF PA DAY

- L.A.14.1 Subject to Ministry constraints on the use of PA days, one (1) Ministry approved Professional Activity Day may be designated annually as an OSSTF District 16 Professional Activity Day. The date shall be chosen in consultation with OSSTF. The theme, content and program structure, as recommended by OSSTF, shall be mutually agreed upon by a joint Board and OSSTF PA Day Steering Committee.

L.A.15.0 – LIAISON COMMITTEE

- L.A.15.1 The parties to this agreement shall form a Liaison Committee to meet each month or whenever necessary to explore system concerns in an attempt to informally resolve any issues that may arise. The intent of the Committee is to serve the mutual needs of the Board and of the Union in order to facilitate the maintenance of a harmonious relationship between the two parties. The Committee shall be co-chaired by the Director of Education and the District OSSTF President. Other personnel from the Board and from the Union as are deemed appropriate by either party shall attend these meetings.

L.A.16.0 – RECORD OF EMPLOYMENT FOR EI REPORTING

- L.A.16.1 For the sole and exclusive purpose of reporting the insurable hours under the *Employment Insurance Act*, a teacher shall be deemed to have worked the number of hours agreed upon by the parties.

L.A.17.0 – ONTARIO COLLEGE OF TEACHERS

- L.A.17.1 The Board will inform OSSTF in writing within 48 hours of the Board making a report to the Ontario College of Teachers concerning a bargaining unit member.

SECTION L.B. – SALARY

L.B.1.0 – SALARY GROUPS

- L.B.1.1 A teacher shall be paid in the salary group as determined by his/her Certification Rating Statement with exceptions noted below.
- L.B.1.2 The teacher has the responsibility of reporting his/her Certification Rating Statement or any change therein to the Superintendent responsible for Human Resource Services.
- L.B.1.3 When a teacher completes all the requirements for raising his/her salary group prior to September 1 of any year, he/she shall be paid the higher salary group rate subject to the provision of this agreement effective September 1 of that year on the condition that the new Certification Rating Statement is filed with the Board by December 31 or, if this is impossible through no fault of the teacher, that a "notice of expected change" along with an explanation of the delay in filing the new Certification Rating Statement is filed with the Board by December 1 of that year. Failing this, the salary increase shall be made effective on the 1st day of the month following the month in which the new Certification Rating Statement was filed with the Board.
- L.B.1.4 **REPORTING SALARY GROUP CHANGE**
- L.B.1.4.1 Where the qualification required for raising a salary group is completed during the period September 1 to December 31 of any year, the increase in salary shall be effective January 1 of the next year provided the Certification Rating Statement is filed with the Board prior to May 1 of the year in which the increase is to be effective.
- L.B.1.4.2 If the Certification Rating Statement is filed on or after May 1, the increase in salary shall be effective September 1 of the calendar year in which the Certification Rating Statement is filed.
- L.B.1.4.3 Any amendment in the official Certification shall, for the purpose of this agreement, be effective on September 1, following the adoption of the amendment, subject to agreement of the parties.
- L.B.1.5 No teacher shall be newly employed at a salary higher than that being paid to a member of the incumbent staff having the same or equal qualifications, teaching experience and responsibility.
- L.B.1.6 Teachers shall make available to the Board through their principal documentation of their qualifications and experience.

L.B.2.0 – PLACEMENT ON THE GRID

- L.B.2.1 Secondary or elementary school teaching experience in Ontario as a permanent or probationary employee on a full time basis is used to find the step on the grid. This is to be adjusted by the following:
- L.B.2.2 Teaching experience in other schools or jurisdictions other than in Ontario may be used at the discretion of the Director to establish the step on the grid at the time the teacher is entering the system. A statement of equivalency from the Ministry of Education of Ontario

shall be acceptable.

L.B.2.3 Teaching experience in fractions of years (part time or part year) shall be converted to fractions of a step on the grid as of the beginning of each school year provided that they were a regular day school teacher or an occasional teacher for a continuous period of ten (10) days or more either with the York Region District School Board or its predecessor boards or with another Board of Education or with any newly formed District School Board as defined by the *Education Act*, or with any of their predecessor boards. Experience for a part of a year may not be counted during the same school year but may be credited as of the next school year in those cases where a teacher joins the Board on some date other than September 1 and where the teacher had experience during the school year in which he/ she joined the Board.

L.B.2.4 For a teacher who accepts a temporary non-teaching assignment with the Board, the time covered by the temporary assignment shall be counted as experience.

L.B.2.5 – RELATED EXPERIENCE

L.B.2.5.1 “Related Experience” is defined as experience in which the content is directly related to the subjects taught in the current high school curriculum. Teachers shall apply for related experience at the time of hiring for payment of related experience in their first year of teaching or shall apply by June 30 in their first year of teaching for payment of related experience in their second year of teaching. Teachers may only apply for related experience at the times noted. The Board must inform the teacher in writing of the related experience provisions of the collective agreement and provide the teacher with any relevant forms, including the process, within thirty (30) days of the time of hire.

L.B.2.5.1.1 Notwithstanding L.B.2.5.1, should teachers not receive their timetables by June 30, the teachers may apply for related experience by September 15 of the following year.

L.B.2.5.2.1 Effective September 1, 2009 for purposes of placement on the grid, related experience will be credited at the rate of one (1) year of related experience equal to one (1) year of teaching up to a maximum of five (5) years. The onus shall be on the teacher to provide verification of the type and length of experience.

L.B.2.5.2.2 For teachers employed effective September 1977 or subsequently, related experience over and above the requirements for admission to a course leading to Technological Studies qualifications as set out in Regulation 184 at an Ontario Faculty of Education, shall be credited at the time of hiring at the rate of one (1) year of related experience equal to one (1) year of teaching up to a maximum of five (5) years.

L.B.3.0 – SALARY SCHEDULE

L.B.3.1.1 Secondary Grid:

Effective September 1, 2019

Year	Group 1	Group 2	Group 3	Group 4
0	48,194	49,794	53,738	56,281

1	51,532	53,474	57,831	60,786
2	54,866	57,159	61,917	65,284
3	58,197	60,840	66,011	69,790
4	61,533	64,526	70,097	74,299
5	64,869	68,209	74,187	78,791
6	68,199	71,892	78,282	83,299
7	71,539	75,579	82,371	87,801
8	74,870	79,261	86,462	92,307
9	78,202	82,947	90,552	96,805
10	81,545	86,628	94,634	101,312

Effective September 1, 2020

Year	Group 1	Group 2	Group 3	Group 4
0	48,676	50,292	54,275	56,844
1	52,047	54,009	58,409	61,394
2	55,415	57,731	62,536	65,937
3	58,779	61,448	66,671	70,488
4	62,148	65,171	70,798	75,042
5	65,518	68,891	74,929	79,579
6	68,881	72,611	79,065	84,132
7	72,254	76,335	83,195	88,679
8	75,619	80,054	87,327	93,230
9	78,984	83,776	91,458	97,773
10	82,360	87,494	95,580	102,325

Effective September 1, 2021

Year	Group 1	Group 2	Group 3	Group 4
0	49,163	50,795	54,818	57,412
1	52,567	54,549	58,993	62,008
2	55,969	58,308	63,161	66,596
3	59,367	62,062	67,338	71,193
4	62,769	65,823	71,506	75,792
5	66,173	69,580	75,678	80,375
6	69,570	73,337	79,856	84,973
7	72,977	77,098	84,027	89,566
8	76,375	80,855	88,200	94,162
9	79,774	84,614	92,373	98,751
10	83,184	88,369	96,536	103,348

L.B.3.2 Part-Time Teacher Salary Schedule

For a part-time teacher, salary shall be pro-rated based on the salary grid in Article L.B.3.1.1. The salary shall be pro-rated in the ratio that the teacher's assignment bears to a full-time assignment as defined in Article L.E.2.2.1. Such pro-rating shall be administered in accordance with the following:

- 1 period = .1667 salary
- 2 periods = .3333 salary
- 3 periods = .5000 salary
- 4 periods = .6667 salary
- 5 periods = .8333 salary
- 6 periods = 1.0000 salary

It is understood that Alternative Professional Assignments as defined in Part B – section L.E of this local agreement are in addition to the period assignments outlined above.

- L.B.3.2.1 In semestered schools, part-time teachers shall be paid on the basis of their workload each semester.
- L.B.3.2.2 Part-time teachers who teach in one semester/term only shall be paid on the basis of their workload each semester/term.
- L.B.3.2.3 These provisions apply as well to school-based members of the bargaining unit who have all non-classroom assignments or a combination of classroom and non- classroom assignments.

L.B.4.0 – ADDITIONAL ALLOWANCES

- L.B.4.1 An allowance shall be paid to a teacher for one additional degree only, subject to the following:
- L.B.4.1.1 a degree must be an additional degree beyond any degree for which credit is given in group placement;
- L.B.4.1.2 the degree of highest standing shall be the one recognized for the allowance;
- L.B.4.1.3 C.A., C.M.A., C.G.A. and any other professional appellation which is deemed appropriate by the Director and which is specifically agreed upon by the Board and District 16 T/OT BU will be paid an additional degree allowance;
- L.B.4.1.4 any degree which, in the opinion of the Director, is not equivalent to the corresponding degree from a recognized Canadian university may be ruled by him/her as ineligible for an additional degree allowance; but a statement of equivalency from the Ministry or from any Canadian university shall be accepted;
- L.B.4.1.5 any degree not specifically mentioned in L.B.4.2 which in the opinion of the Director is the equivalent of one of the degrees referred to in the said article shall earn the allowance shown by the degree to which it is considered equivalent;
- L.B.4.1.6 no allowance shall be paid for an honorary degree;
- L.B.4.1.7 the onus is on the teacher to claim and to prove the conditions stated within two (2) years of completion of the degree;
- L.B.4.1.8 the allowance shall be paid in full regardless of the part-time or full-time status of the teacher.
- L.B.4.2 The allowance for an additional degree, subject to L.B.4.1, shall be as follows:

1 Sept 2019	
PH.D. or Ed.D.	1,575
Master's Degree	1,239
Second Bachelor's Degree (if the content is directly related to the subject taught)	446

B.Ed. (only if granted for not less than four (4) full courses in addition to first degree and gained before the year of teacher training)	446
Professional Appellations (as defined in L.B.4.1.3)	668

1 Sept 2020	
PH.D. or Ed.D.	1,591
Master's Degree	1,251
Second Bachelor's Degree (if the content is directly related to the subject taught)	450
B.Ed. (only if granted for not less than four (4) full courses in addition to first degree and gained before the year of teacher training)	450
Professional Appellations (as defined in L.B.4.1.3)	675

1 Sept 2021	
PH.D. or Ed.D.	1,607
Master's Degree	1,264
Second Bachelor's Degree (if the content is directly related to the subject taught)	455
B.Ed. (only if granted for not less than four (4) full courses in addition to first degree and gained before the year of teacher training)	455
Professional Appellations (as defined in L.B.4.1.3)	682

L.B.4.3

Responsibility allowances for Subject Heads will be determined by the number of sections in the Subject Group in L.D.2.4.1 on October 31 of each year as below:

Effective September 1, 2019

Level One 6-9 Sections	Level Two 10-12 Sections	Level Three 13-24 sections	Level Four 25-36 sections	Level Five 37+ sections	Assistant 49 or more sections
\$900	\$1,202	\$2,102	\$3,302	\$4,682	\$900

Effective September 1, 2020

Level One 6-9 Sections	Level Two 10-12 Sections	Level Three 13-24 sections	Level Four 25-36 sections	Level Five 37+ sections	Assistant 49 or more sections
\$909	\$1,214	\$2,123	\$3,335	\$4,729	\$909

Effective September 1, 2021

Level One 6-9 Sections	Level Two 10-12 Sections	Level Three 13-24 sections	Level Four 25-36 sections	Level Five 37+ sections	Assistant 49 or more sections
\$918	\$1,226	\$2,144	\$3,368	\$4,776	\$918

For the purposes of calculating sections, the total number shall include all elementary classes for which the department is responsible.

For compensation matters only, should the number of sections be one-half more than the maximum in a level, the number will be rounded up the next level.

These levels of remuneration will be revised annually based on the both the actual ADE and the actual number of sections for the year as of March 31 in order that the responsibility allowances and benefits match the actual revenue allocated in the funding formula for Subject Heads. The revised remuneration adjustments, if any, will be made no later than the last pay period in May.

- L.B.4.3.1 Subject groupings with 49 or more sections will be eligible for an Assistant Subject Head. Assistant Subject Heads will be compensated on a pro-rated basis in the event that the job is terminated prior to the end of the school year due to section adjustments.
- L.B.4.3.2 The allowance for an Interim Subject Head/Assistant Subject Head shall be the full allowance for a Subject Head/Assistant Subject Head in accordance with Article L.B.4.3 and L.B.4.3.1.
- L.B.4.3.3 The allowance for an Acting Subject Head/Assistant Subject Head shall be the full allowance for a Subject Head/Assistant Subject Head in accordance with the respective

Articles L.B.4.3, and L.B.4.3.1.

L.B.4.4 The allowance for a Curriculum Consultant shall be:

September 1, 2019: \$9,269

September 1, 2020: \$9,362

September 1, 2021: \$9,456

L.B.4.5 The allowance for a Curriculum Coordinator shall be:

September 1, 2019: \$10,596

September 1, 2020: \$10,702

September 1, 2021: \$10,809

L.B.5.0 – METHODS OF PAYMENT

L.B.5.1 Three point eight five percent (3.85%) of the teacher's annual salary shall be paid on the first Friday after Labour Day and on every second Friday thereafter. The remainder of whatever the teacher shall have earned to the end of the school year shall be paid on the last school day in June, or 14 days after the penultimate pay in June whichever is later. In any instance the final pay will be no later than June 30.

L.B.5.1.1 New hires will be paid on the regularly scheduled pay date that falls at most 28 calendar days after the first teaching day.

L.B.5.2 The salary shall be deposited at the bank branch of the teacher's choice.

If the teacher requests that his/her salary be deposited in a trust company or credit union which is not on the CIBC electronic network (service code 1), he/she may not receive his/her salary on the regular pay dates as specified in L.B.5.1. The funds will be deposited at a later date whenever the processing of the pay by the banking institution is completed. The teacher assumes full responsibility with regards to any consequences, which arise from choosing an institution which is not on the CIBC electronic network (service code 1).

If the teacher requests that his/her salary be deposited in a trust company or credit union and there are additional charges incurred, such additional charges will be deducted from the teacher's salary.

SECTION L.C. - BENEFITS

L.C.1.0 – See Central C7.0

L.C.2.0 – SICK LEAVE PLAN

L.C.2.1 Administration

L.C.2.1.1 The system shall be administered by the Director and subject to the final authority of the Board.

- L.C.2.1.2 The Director shall keep a register or registers in which shall be entered the sick leave allocation, as per Part A (Central Agreement) and the deductions therefrom, and shall provide each teacher online access to current sick leave usage information.
- L.C.2.1.3 Permanent part-time teachers shall benefit under the plan on a pro-rata basis of the time employed and salary.
- L.C.2.1.4 For the purposes of the sick leave/Short Term Leave and Disability plan the working year shall be September 1 to June 30 of the succeeding year. In those schools that begin before September 1, the working year shall begin on the first day of school.
- L.C.2.2 Teacher Absences
- L.C.2.2.1 The application to the Director or designate for payment for periods of illness shall be submitted through the normal channels. When the illness is for a period not exceeding five days, this absence may be certified by the Superintendent of Schools under his/her authority. When the period of absence exceeds five days in any one month or when the Director or designate requests it, a medical certificate shall be supplied by an independent duly qualified medical or dental practitioner. When the illness is for a period exceeding five days, it shall be certified in writing by a duly qualified medical or dental practitioner.
- L.C.2.2.2 All detailed medical information shall be maintained in a separate file by the Board's Superintendent of Human Resource Services or designate. Teachers' personnel files will not contain copies of detailed medical information.
- L.C.2.2.3 Medical certificates used to verify absence due to illness will be retained solely in Human Resource Services in a confidential file. Certificates will be retained for the current school year plus one and then shredded.
- L.C.2.2.4 There shall be no deduction from pay or sick leave due to absence, up to a maximum of five days per school year, for the following reasons:
- L.C.2.2.4.1 the severe illness or death of an immediate family member (or equivalent) such as parent/guardian, spouse/partner, child or sibling.
- L.C.2.2.4.2 writing of examinations (maximum 1 day per exam);
- L.C.2.2.4.3 teacher's own convocation or convocation of teacher's spouse, teacher's son, teacher's daughter, (maximum 1 day for each occasion);
- L.C.2.2.4.4 moving (maximum 1 day per occasion);
- L.C.2.2.4.5 funeral (maximum 1 day per occasion);
- L.C.2.2.4.6 birth or adoption of employee's child where individual is not accessing pregnancy/parental leave (maximum 5 consecutive days to be taken upon release of the child into the care, custody or control of the employee and where the employee is not accessing adoption leave);
- L.C.2.2.4.7 for the purposes of an observance of a religious holiday, for an additional two (2) days beyond those referenced in L.C.2.3.5;

- L.C.2.2.4.8 at the discretion of the Principal, a permitted absence from employment of a teacher for reason of an emergency (each such absence shall be reported to the Board);
- L.C.2.2.4.9 at the discretion of the Director or designate, a permitted absence from employment when such absence results from urgent personal problems or exceptional circumstances, but each such absence shall be reported to the Board. This could include urgent personal business which can be conducted only on a school day.
- L.C.2.2.4.10 Notwithstanding L.C.2.2.4 Teachers may request up to three (3) unpaid additional days per year as follows:
1. To attend to unavoidable or extraordinary personal matters;
- or
2. To attend to personal matters, subject to their job being scheduled to be filled by an Occasional Teacher, if required, for the day of the leave.
- It is understood that the teacher taking this leave shall be required to provide appropriate work for each of their classes and other regular teaching and assessment responsibilities including the preparation of report cards and exams.
- Such leaves will not normally be granted the first week following the start of the semester, abutting school breaks, mark reporting, or the week prior to the start of exams, or the exam period.
- Requests for leaves must be made through the e-form process, are subject to approval by the Board and may not be taken in conjunction with any other unpaid leaves.
- L.C.2.2.5 A teacher may within 30 days from the date of any decision respecting his/her sick leave or other absence days appeal such a decision by grieving according to the established procedure.
- L.C.2.2.6 The provisions of L.C.2.2.4 – L.C.2.2.5 shall be administered in accordance with Employment Insurance regulations.
- L.C.2.3 Workplace Safety Insurance Board (WSIB) Top Up Benefits
- L.C.2.3.1 For absences due to injuries or accidents covered by the Workplace Safety Insurance Board, the York Region Board shall pay full salary as per C7.4 in Part A (Central Agreement). Payments by the Workplace Safety Insurance Board shall be made to the school board.
- L.C.2.3.1.1 The top-up amount shall be paid for a maximum of four years and six months. L.C.2.3.1.2If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act*, 1997 in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- L.C.2.3.2 Leave of absence without pay may be requested by the teacher before March 1 for the following year and shall be granted at the discretion of the Director or designate provided there seems good reason for such leave rather than a resignation. Under exceptional

circumstances leave of absence without pay may be granted at any time on the recommendation of the Director or designate. During such leave no fringe benefits shall be paid and no sick leave shall accrue. A teacher returning from unpaid leave shall receive Sick Leave / Short Term Leave Disability Program allocations as per C9.00 of Part A (Central Agreement). The teacher's return would normally be at the beginning of a term or whenever a suitable vacancy was available.

- L.C.2.3.3 There shall be no deduction from either pay or the sick leave of a teacher absent from duty by reason of a summons to serve as a juror or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons charged, provided that the teacher pays the Board any fee exclusive of travelling allowance and living expenses that he/she receives as a juror or as a witness.
- L.C.2.3.4 There shall be no deduction from either pay or sick leave of a teacher absent from duty by reason of:
- (i) quarantine, providing the teacher is not the person who is ill;
 - (ii) attendance at conferences and conventions as approved within Board policy;
 - (iii) participation in professional development programs within the policy of the Board and approved by the Superintendent of Schools.
- L.C.2.3.5 There shall be no deduction from either pay or the sick leave of a teacher absent from duty by reason of an observance of a religious holiday. This shall apply only to the first three (3) days used by a teacher for this purpose.

L.C.3.0 – RETIREMENT GRATUITY

- L.C.3.1 A teacher eligible for a retirement gratuity as specified in Central Agreement Appendix A – Retirement Gratuities shall be paid the amount of retirement gratuity applicable to the teacher on August 31st, 2012.
- L.C.3.2.1 A teacher retiring for age or health reasons shall be paid a gratuity sum based on:
- (i) annualized salary on August 31st, 2012;
 - (ii) number of days in the retirement gratuity account on August 31st, 2012.
- L.C.3.2.2 A teacher retiring for health reasons shall obtain a medical certificate stating the need for such early retirement from a doctor. A teacher who immediately on retirement receives a disability pension in accordance with the provisions of the *Teachers' Pension Act* shall be considered to have retired for health reasons. No gratuity shall be payable if retirement is due to pregnancy.
- L.C.3.2.3 A teacher retiring for age shall include those teachers whose combined age and years of credit in the Teachers' Pension Fund totals at least 80, or who are eligible to receive a pension immediately upon retirement from the Board in accordance with the provisions of the *Teachers' Pension Act*.

L.C.3.4 – CALCULATION OF GRATUITY

Calculation of gratuity will be the total of L.C.3.4.1.1 and L.C.3.4.1.2.

L.C.3.4.1.1 For service up to August 31, 1976:

$$\frac{\text{No. of days in gratuity account accumulated under provisions of Policy \#57}}{200} \times (\text{Annualized Salary on August 31}^{\text{st}}, 2012)$$

L.C.3.4.1.2 For services from September 1, 1976 to on August 31st, 2012:

The following table shall be used for calculating gratuity amounts:

Total number of uninterrupted years of service with York Region incl. predecessor boards	Percentage Payable in accordance with C2.0
Up to 5 years	0
5 years	10
6	16
7	22
8	28
9	34
10	40
11	46
12	52
13	58
14	64
15	70
16	76
17	82
18	88
19	94
20	100

L.C.3.4.2.1 Subject to L.C.3.4.2.2, the gratuity shall be payable in one payment within thirty-five (35) days of retirement or by the end of January of the following year at the option of the teachers.

L.C.3.4.2.2 A teacher who intends to retire must provide two (2) months written notice prior to the date of retirement. If such notice is not received, any retirement gratuity owing will be paid up to two (2) months after the date of retirement.

L.C.3.5 In the event of the death of a teacher while in the service of the Board a calculation

shall be made of the service gratuity which would have been paid to the teacher had he/she retired on August 31st, 2012 and this shall be paid to his/her personal representative or next of kin at the discretion of the Board.

L.C.4.0 – SPECIAL LEAVE OF ABSENCE

- L.C.4.1 Special leave may be granted for purposes of parental leave or for purposes of study or travel or for such other reasons as may seem appropriate to the Board.
- L.C.4.2 Application for special leaves of absence shall be presented to the Board. The Board shall notify the applicant of its decision.
- L.C.4.3 Teachers on special leave of absence shall not be paid a salary or employee benefits during the period of the leave, but they may retain their membership in any insurance plan by paying full premiums where this is within the Board's contract with the insurer.
- L.C.4.4 A teacher on special leave of absence is considered to be in the employment of the Board.
- L.C.4.5 A teacher who has been granted a special leave which ends in August of any year shall notify the Board prior to March 1 of that year whether he/she intends to return to employment with the Board in the following September.
- L.C.4.6.1 Following the teacher's return to duty, the teacher shall be guaranteed the same position at the same school provided the leave is for one year or less.
- L.C.4.6.2 If the leave is for more than one year but not greater than two years, and should a vacancy exist for which the teacher is qualified, then the teacher will be given a position in the same school/department, if according to the application of L.D.7.4.1.1, the teacher would not normally be declared surplus. If no such position exists the teacher shall be guaranteed a position with the Board.
- L.C.4.6.3 Following the application of L.C.4.6.2, if a suitable position arises within two (2) years in the school from which the teacher has been declared surplus, that teacher shall be offered the position provided that the teacher indicates in writing interest in such a position during the school year in which the teacher was declared surplus. If the teacher declared surplus is offered a position at the original school and declines the offer, the provisions of this article shall no longer apply.

L.C.5.0 – PREGNANCY/PARENTAL LEAVE

- L.C.5.1 Pregnancy/Parental Leave will be granted pursuant to the *Employment Standards Act* in effect at the time the leave is requested.
- L.C.5.2 Pursuant to the terms of the Act, a teacher shall notify the principal as soon as possible of the pregnancy and arrange a suitable date for the commencement of the leave.
- L.C.5.3 The teacher shall not work and the Board shall not cause or permit her to work until at least six weeks after the delivery or for such shorter period as in the written opinion of a legally qualified medical practitioner is sufficient.
- L.C.5.4 Any teacher returning from Pregnancy/ Parental Leave shall return to the same school/department and position. The teacher shall return to duty with the same FTE status

unless a different FTE status is agreed to by the teacher and the Board.

- L.C.5.5 The Board shall continue to pay its share of the teacher's insured employee benefit plans for the period of the Pregnancy/Parental Leave.
- L.C.5.6 A teacher returning from Pregnancy/Parental Leave shall receive experience for seniority purposes for the leave period and shall receive a full increment, if eligible, for the leave period.
- L.C.5.7 A teacher returning from Pregnancy/Parental Leave shall receive Sick Leave / Short Term Leave Disability Program allocations as per C9.00 of Part A (Central Agreement).

L.C.6.0 – INFANT CARE LEAVE

- L.C.6.1 A teacher must have been employed by the Board for at least two years to be eligible for an Infant Care Leave following a Pregnancy/ Parental Leave. The application for an Infant Care Leave should be made at the same time as the teacher applies for Pregnancy/Parental Leave or no later than 30 days prior to the date the Pregnancy/ Parental Leave is to end.
- L.C.6.2 If a teacher does not plan to take a Pregnancy/Parental Leave for reasons of being on vacation, holidays or leave, the teacher may still apply for Infant Care Leave but such leave shall commence only on the first school day following the expected date of delivery.
- L.C.6.3 The application for Infant Care Leave shall include the expiration date of the leave, which shall be in accordance with L.C.6.5.1 or L.C.6.5.2.
- L.C.6.4 Except as set out in L.C.6.2, Infant Care Leave shall commence immediately following the last day of Pregnancy/Parental Leave.
- L.C.6.5.1 In non-semestered schools, where a teacher's Infant Care Leave or a combined Pregnancy/ Parental/Infant Care Leave ends on (a) December 31 or February 1 or at the end of a term or (b) August 31 the teacher shall be given credit for seniority purposes for the leave period and shall receive a full increment, if eligible for the leave period, up to a maximum credit of one year.
- L.C.6.5.2 In semestered schools, where a teacher's Infant Care Leave or a combined Pregnancy/Parental/ Infant Care Leave ends on (a) the end of a semester or (b) August 31 the teacher shall be given credit for seniority purposes for the leave period and shall receive a full increment, if eligible for the leave period, up to a maximum credit of one year.
- L.C.6.6 The sum of a Pregnancy/Parental/Infant Care Leave granted under this collective agreement shall not exceed two years.
- L.C.6.7 A teacher on Infant Care Leave shall not be paid employee benefits during the period of leave. Such teacher may retain his/her membership in any plan to which he/she was registered by paying full premiums applicable where this is within the terms of the insurer.
- L.C.6.8 A teacher returning to employment with the Board during the same school year in which the Pregnancy/Parental/Infant Care Leave began shall have the right to return to the same school/department and position, where practicable, but the teacher's final placement shall be subject to the Board's procedures. If the leave does not begin and end in the same

school year, the teacher will be given a position in the same school/department if according to the application of L.D.7.4.1.1, the teacher would not normally be declared surplus.

L.C.6.9 A teacher on Pregnancy/Parental Leave and/or Infant Care Leave is considered to be in the employment of the Board.

L.C.6.10 A teacher returning from Infant Care Leave shall receive Sick Leave / Short Term Leave Disability Program allocations as per C9.00 of Part A (Central Agreement).

L.C.7.0 – ADOPTION LEAVE (PARENTAL)

L.C.7.1 Adoption/Parental Leave will be granted pursuant to the *Employment Standards Act* in effect at the time the leave is requested.

L.C.7.2 A teacher shall be eligible for an Adoption/Parental Leave according to the provisions of the *Employment Standards Act* in effect at the time the leave is requested.

L.C.7.3 Such leave shall not qualify any teacher for payment from the sick leave plan.

L.C.7.4 Any teacher commencing an Adoption/Parental leave of 35 weeks or less shall return to the same school/department and position.

L.C.7.5 The Board shall continue to pay its share of the teacher's insured employee benefit plans for the period of the Adoption/Parental Leave.

L.C.7.6 A teacher returning from Adoption/Parental Leave shall receive experience for seniority purposes for the leave period and shall receive a full increment, if eligible, for the leave period.

L.C.7.7 A teacher returning from Adoption/Parental Leave shall receive Sick Leave / Short Term Leave Disability Program allocations as per C9.00 of Part A (Central Agreement).

L.C.8.0 – CHILD CARE LEAVE

L.C.8.1 A teacher must have been employed by the Board for at least two years to be eligible for a Child Care Leave following an Adoption / Parental Leave. The application for a Child Care Leave should be made at the same time as the teacher applies for Adoption Leave or no later than 30 days prior to the date the Adoption/Parental Leave is to end.

L.C.8.2 If a teacher does not require Adoption/ Parental Leave for reasons of being on vacation, holidays or leave, the teacher may still apply for Child Care Leave, but such leave shall commence only on the first school day following the adoption of the child.

L.C.8.3 The application for Child Care Leave shall include the expiration date of the leave, which shall be in accordance with L.C.8.5.1 or L.C.8.5.2.

L.C.8.4 Except as set out in L.C.8.2, Child Care Leave shall commence immediately following the last day of Adoption/Parental Leave.

L.C.8.5.1 In non-semestered schools, where a teacher's Child Care Leave or a combined Adoption/Parental/Child Care Leave ends on (a) December 31 or February 1 or (b) August

31, the teacher shall be given credit for seniority purposes for the leave period and shall receive a full increment, if eligible, for the leave period, up to a maximum credit of one year.

- L.C.8.5.2 In semestered schools, where a teacher's Child Care Leave or a combined Adoption/Parental/ Child Care Leave ends on (a) the end of a semester or (b) August 31, the teacher shall be given credit for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period, up to a maximum credit of one year.
- L.C.8.6 The sum of an Adoption/Parental/Child Care Leave granted under this collective agreement shall not exceed two years.
- L.C.8.7 A teacher on a Child Care Leave shall not be paid employee benefits during the period of leave. A teacher may retain his/her membership in any plan to which he/she was registered by paying full premiums applicable where this is within the terms of the Board's contract with the insurer.
- L.C.8.8 A teacher returning to employment with the Board during the same school year in which the Child Care Leave began shall have the right to return to the same school/department and position, if practicable but the teacher's final placement shall be subject to the Board's procedures. If the leave does not begin and end in the same school year the teacher will be given a position in the same school/department, if according to the application of L.D.7.4.1.1, the teacher would not normally be declared surplus.
- L.C.8.9 A teacher returning from Child Care Leave shall receive Sick Leave / Short Term Leave Disability Program allocations as per C9.00 of Part A (Central Agreement).

L.C.9.0 – MATERNITY LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN

- L.C.9.1 The object of this SEB Plan is to supplement the employment insurance (E.I.) benefits received by teachers covered by this collective agreement from the Human Resources and Social Development Canada for temporary unemployment caused by Pregnancy Leaves.
- L.C.9.2 The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- L.C.9.3 SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- L.C.9.4 The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.
- L.C.9.5 Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

- L.C.9.6 For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top- up shall be payable after that period of time. (See L.C.9.13)
- L.C.9.7 Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- L.C.9.8 If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- L.C.9.9 Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period. (See L.C.9.13)
- L.C.9.10 The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- L.C.9.11 A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- L.C.9.11.1 Where an employee who is eligible for the Pregnancy SEB Plan, identified under Part A and Article L.C.9.0, the Board will issue the following top-up payments subject to receiving the appropriate supporting documentation:
- Week 1: 100% top up for the one week waiting period. Where a waiting period is not served, the Member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.
 - Week 2-8: The Member will receive the difference between the gross amount the member receives from E.I. and their regular gross pay.
 - Week 9-10: After the 8 weeks of top-up, the board will pay the equivalent of one (1) week of the member's EI amount split up over the following two weeks to ensure that the member does not earn over 100% of their regular gross pay in any given week
- Should there be further changes to the EI waiting period, the Parties agree to meet to discuss changes that will result in a cost neutral approach to administering the pregnancy and parental SEBs where the Board pay out and the amount the employee receives for the SEB would be the same as they would have paid out or received prior to the EI changes.
- L.C.9.12 The teacher shall sign an agreement with the Board indicating:
- (a) That the teacher will return to work (prior to submitting any resignation) and remain in the services of the Board for a period of one year after returning from the teacher's Pregnancy Leave or Adoption Leave (and any subsequent additional leave granted by the Board under this Agreement); and
 - (b) That should the teacher not comply with (a) above the teacher shall reimburse to

the Board any monies paid to the teacher under this SEB plan.

L.C.9.13 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

L.C.9.14 Notwithstanding L.C.9.6 and L.C.9.9, the application of the SEB Plan as outlined in L.C.9.0 shall apply to all eligible teachers throughout the calendar year.

L.C.10.0 – ADOPTION/PARENTAL LEAVE SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB PLAN)

L.C.10.1 The object of this SEB Plan is to supplement the employment insurance (E.I.) benefits received by teachers covered by this collective agreement from the Human Resources and Social Development Canada for temporary unemployment caused by Parental or Adoption Leaves.

L.C.10.2 The teacher must apply for and be in receipt of E.I. Parental or Adoption benefits from the Human Resources and Social Development Canada before SEB becomes payable and must also be eligible for Parental or Adoption leave under the *Ontario Employment Standards Act*.

L.C.10.3 An application for SEB must be made by the teacher on a form to be provided by the Board. The teacher shall provide verification of the approval of the E.I. claim.

L.C.10.4 The teacher shall sign an agreement with the Board indicating:

(a) That the teacher will return to work (prior to submitting any resignation) and remain in the services of the Board for a period of one year after returning from the teacher's Parental Leave or Adoption Leave (and any subsequent additional leave granted by the Board under this agreement); and

(b) That should the teacher not comply with (a) above the teacher shall reimburse to the Board any monies paid to the teacher under this SEB Plan.

L.C.10.5 The teacher will receive 100% of the teacher's full salary during the two-week waiting period before E.I. benefits commence. For the following three (3) weeks the teacher's E.I. benefits will be supplemented to 100% of the teacher's full salary. During this five (5) week period there will be no deduction to the teacher's sick leave.

L.C.10.6 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

L.C.10.7 The application of the SEB Plan as outlined in L.C.10.0 shall apply to all eligible teachers throughout the calendar year.

L.C.11.0 – FAMILY MEDICAL LEAVE

L.C.11.1 The Board, upon notification from the member, shall grant an unpaid Family Medical Leave under the *Employment Standards Act*, 2000. Where possible, the member shall provide five (5) days' written notification. The member shall provide a certificate from a qualified health practitioner stating that a family member (as defined in the *Employment Standards*

Act, 2000) has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.

- L.C.11.2 If two (2) or more employees wish to share a leave to care for the same family member, the written notice will be accompanied by an agreed statement of how the eight (8) weeks of leave will be shared.
- L.C.11.3 A teacher on Family Medical Leave shall continue to accrue credit for seniority and grid experience. The teacher will continue to make contributions to the pension plan for the period of the leave, unless the teacher elects, in writing, not to make contributions.
- L.C.11.4 The Board shall continue to pay its portion of the costs of the teacher's benefit coverage according to this collective agreement.
- L.C.11.5 The Board shall provide employees with a Record of Employment so that the employee may apply for Employment Insurance compassionate care benefits
- L.C.11.6 The duration of the Family Medical Leave is as defined in the *Employment Standards Amendment Act* (Family Medical Leave), 2004.
- L.C.11.7 A teacher returning from Family Medical Leave to active employment shall be reinstated to the position which the teacher held prior to the leave. Notwithstanding this provision, the member's return to active employment is subject to L.D.7.0 – Seniority, Transfer, Surplus, Redundancy and Recall Procedures.

SECTION L.D. - STAFFING

L.D.1.0 – STAFF ALLOCATION

- L.D.1.1 Based on the projected ADE, the FTE teaching staff assigned shall be the number of FTE staff required to provide programs and services that maximize the learning opportunities and outcomes of all students.
 - L.D.1.1.1 The number of FTE classroom teachers assigned to self-contained Special Education classes shall not exceed the FTE teachers needed to fulfil the requirements of the *Education Act* and Regulation 298 Section 31.
 - L.D.1.1.2 The number of FTE teachers needed for Section 23 classes shall be the number approved and funded by the Ministry of Education in each school year.
 - L.D.1.1.3 The number of FTE classroom teachers assigned to Special Education non-credit program support and ESL/D non-credit program support shall be determined by the Staffing Advisory Committee.
 - L.D.1.1.4 The number of FTE teachers assigned for Guidance Services shall be determined by the Staffing Advisory Committee.
 - L.D.1.1.5 The number of FTE teachers assigned for Teacher Librarians shall be determined by the Staffing Advisory Committee.
 - L.D.1.1.6 The number of FTE classroom teachers assigned to ESL Reception, Hearing/Vision Impaired, the ACCESS program, special programs as stipulated under Safe Schools

legislation and Regulations and any other programs shall be determined by the Staffing Advisory Committee.

- L.D.1.1.6.1 A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this collective agreement and/or any class size regulation.
- L.D.1.1.7.1.1 It is agreed that the total secondary staffing for 2014-15 as allocated by the Staffing Advisory Committee shall be based on an ADE of 38,179. The number of FTE staff includes two and one third (2.33) FTE teachers for Federation release time.
- L.D.1.1.7.1.2 For the purposes of this section, teachers assigned to Section 23, Elementary teachers and those teachers referenced in Articles L.A.4.7, L.A.4.8, L.A.4.9.1, and L.A.4.10.1 and any other teachers needed for Board initiatives shall be at the discretion of the Board.
- L.D.1.1.7.1.3 Those teachers referenced in L.D.1.1.7.1.2 shall not be charged as a cost to the bargaining unit.
- L.D.1.1.7.1.4 It is agreed that the total secondary staffing, as allocated each year for the term of the collective agreement by the Staffing Advisory Committee, shall be determined using a similar process as in 2014-15, applying the Articles of this collective agreement and in accordance with the *Education Act* and Regulations thereunder.
- L.D.1.1.7.2 The teachers referenced in Articles L.D.1.1 through L.D.1.1.7.1.4 shall be generated and allocated in accordance with Article L.E.3.0 and the SAC Workload Protocol and other parameters as determined by the Staffing Advisory Committee. This shall exclude the staffing referenced in Article L.D.1.1.7.1.2.
- L.D.1.1.7.3 The Staffing Advisory Committee shall regularly review the guidelines described in L.D.1.0. Adjustments shall be determined by the Staffing Advisory Committee prior to the allocation of staff.
- L.D.1.1.8 The Staffing Advisory Committee will track the number of half period Alternative Professional Assignments (APA) for which each teacher at each school is responsible.
- L.D.1.2 In the event that additional secondary staffing is required on a Region-wide basis as determined by the Article L.E.3.0, the SAC Workload Protocol and other parameters as per Article L.D.1.1, L.D.1.1.7.1.1 and other relevant articles of the collective agreement, the Staffing Advisory Committee shall allocate the appropriate additional staff in a timely fashion.
- L.D.1.3.2 In the event there is a surplus of teachers based on Article L.E.3.0 and the SAC Workload Protocol and other parameters as per Article L.D.1.1, L.D.1.1.7.1.1 and other relevant articles of the collective agreement, the Board has the right to decrease the number of teachers to meet the terms of this agreement beginning with teachers as determined by the conditions of Article L.D.7.0 of in Part B - section L.D of this local agreement.
- L.D.1.4.1 By the end of the June of each year the teaching staff in each secondary school shall elect an In-School Staffing Committee (ISC) of three teachers, one of whom shall be the Branch president or designate from the Branch executive, to assist the principal or his/her designate in collecting and verifying all in-school data and materials pertaining to the staffing of the school for that school year and the following school year. Additionally, the

In-School Staffing Committee shall assist the principal in monitoring staffing allocations and the teachers' workload.

L.D.1.4.2 The ISC shall specifically:

L.D.1.4.2.1 be responsible for reporting to the District 16 T/OT President and/or designate the details of and reasons for any assignments that are contrary to directions from the Staffing Advisory Committee particularly with respect to the equitable assignment of instructional time;

L.D.1.4.2.2 receive the appropriate items from the following list as determined by the Staffing Advisory Committee and provided by the Principal and/or designate in a timely manner, where possible, to the ISC to allow for review and feedback to the Principal:

- (a) student course selection data
- (b) student enrolment data confirmation sheets
- (c) staff allocation sheets
- (d) staffing and/or related workload guideline memos sent to Principals and Branch Presidents and copied to the ISC from the SAC and/or secondary Superintendents of Schools
- (e) surplus declarations
- (f) completed teacher tracking template
- (g) initial and subsequent selection allocations by subject groupings
- (h) monthly summary of Alternative Professional Assignments (on-calls/supervisions) submitted within five (5) working days of the end of the month, unless the parties mutually agree to waive this requirement
- (i) principal requests for extra staffing
- (j) teacher timetables
- (k) master schedules
- (l) teacher utilization report
- (m) room utilization report
- (n) YREM report
- (o) list of new teachers and their mentors as defined by NTIP.
- (p) teaching preference forms for the coming staffing cycle.
- (q) copies of the Mutual agreement form signed by the school principal and a teacher

who agrees to teach outside his/her teaching qualifications.

- L.D.1.4.2.3.1 meet with the principal and/or principal designate a minimum of five (5) times during its term of duty and report on its activities to the full school staff.
- L.D.1.4.2.3.2 The Principal and/or designate will provide the ISC with at least 24 hours notice of meetings, with a tentative agenda for the meetings where possible. This timeline may be amended by mutual agreement of the parties.
- L.D.1.4.3 Each ISC meeting will be scheduled so that at least the Branch President and one other member may participate.
- L.D.1.5 The District 16 T/OT President and/or Chief Negotiator or their designates shall be invited to all regional meetings or parts of regional meetings that have staffing allocations, surplus placements and/or redundancies on the agenda.
- L.D.1.6 If, during the term of this collective agreement, a new program is introduced or an ongoing program is increased, the Board will provide the appropriate number of teachers for such new or increased programs.
- L.D.1.6.1 If a program is eliminated or reduced during this same period, the appropriate number of teachers who become available because of such elimination or reduction of program shall be reassigned to existing vacancies in the system. If there are no vacancies, such teachers shall be declared redundant in accordance with L.D.7.0.
- L.D.1.6.2 Any and all data with respect to secondary staffing shall be provided to the District 16 T/OT BU Chief Negotiator or designate in a timely fashion.
- L.D.1.7.1 There shall be a Staffing Advisory Committee (SAC) which will meet at the call of the Director or designate. The Staffing Advisory Committee shall be composed of six (6) members: three (3) representing OSSTF District 16 T/OT BU of which one shall be the Chief Negotiator/Staffing Officer; and three (3) representing the Board administration of which one shall be the Director or designate.
- L.D.1.7.2 The Staffing Advisory Committee (SAC) shall perform the following duties:
 - (a) administer the staffing formula as it pertains to the allocation of staff to the schools for regular and special needs students including modifications to the formula divisors required to bring the allocated staff within the parameters in Article L.D.1.1 through L.D.1.1.7.4;
 - (b) be responsible for allocating staff from the regional pools of reserve staff to the individual schools;
 - (c) review, monitor and make recommendations regarding working conditions of teachers;
 - (d) review, monitor and ensure that the application of transfer, surplus and redundancy procedures are properly followed;
 - (e) publish and distribute to each ISC staffing allocations for each school;

- (f) meet with an ISC at the request of the Principal and/or designate, the District 16 T/OT President, the Director or designate or the SAC;
- (g) monitor new teachers as defined by NTIP and their mentors;
- (h) establish a system for tracking the monthly utilization of Alternative Professional Assignment (on-calls/supervisions);
- (i) shall administer the SAC Workload Protocol and the SAC OT Protocol;
- (j) track teachers due for performance appraisals;
- (k) monitor matters related to secondary Occasional Teachers;
- (l) track teachers assigned to more than four courses each year.

If the SAC cannot achieve agreement over an issue, the Bargaining Unit recognizes the Director or designate's right to make a final decision. If in the opinion of the Bargaining Unit such a decision is a violation of the collective agreement, the Board recognizes the Bargaining Unit's right to grieve.

L.D.1.7.2.2 In order to support the SAC in its performance of the duties listed above, the District 16 T/OT Chief Negotiator, or designate, shall be able to access Board data required for the role.

L.D.1.8 Within the terms and conditions set out in this agreement, it is the responsibility of the principal subject to the approval of the Superintendent(s), to organize the school to best meet the educational needs of the students in that school.

The Board agrees that this responsibility will be carried out in a reasonable manner.

L.D.2.0 – POSITIONS OF RESPONSIBILITY

All Positions of Responsibility (Subject Heads and Assistant Subject Heads) shall be as set out in this Section L.D of this local agreement.

L.D.2.1 Definitions and Qualifications for Appointment

L.D.2.1.1 Where a position title is used and not defined in this Agreement, the definition is as in Regulation 298 of the *Education Act*, any other relevant legislation and/or other Ministry of Education policies.

L.D.2.1.2 A teacher appointed to the position of Subject Head shall hold Specialist or Honour Specialist qualifications in at least one of the subjects designated within the organizational unit to which the teacher is appointed.

L.D.2.1.3 A teacher appointed to the position of Assistant Subject Head shall hold Specialist or Honour Specialist qualifications in at least one of the subjects designated within the organizational unit to which the teacher is appointed.

L.D.2.2 Responsibilities of Subject Heads

- L.D.2.2.1 The Subject Head will support program delivery for the purpose of promoting student achievement by:
 - L.D.2.2.1.1 providing and modelling collaborative leadership in instruction and in the development, implementation, and review of curriculum and ensure that the subject groupings operates in accordance with the policies determined by the Ministry of Education and the York Region District School Board and the school within which the unit is located;
 - L.D.2.2.1.2 providing appropriate direct assistance and mentorship to the teachers of the subject groupings as needed;
 - L.D.2.2.1.3 assisting teachers in the development of best practices in the assessment and evaluation of students and report this information to students and parents;
 - L.D.2.2.1.4 monitoring the delivery of program and the achievement of students;
 - L.D.2.2.1.5 assisting teachers in developing positive professional relations and communications with students, parents, staff, the administration and other educational partners;
 - L.D.2.2.1.6 making recommendations to the principal regarding budget, equipment, facility and/or resource requirements;
 - L.D.2.2.1.7 encouraging and monitoring the inclusion of technology and technological applications in program delivery;
 - L.D.2.2.1.8 assisting the principal in establishing the School Improvement Plan;
 - L.D.2.2.1.9 ensuring that the priorities of the subject grouping and program team are compatible with and supportive of the School Improvement Plan;
 - L.D.2.2.1.10 supporting teachers with the implementation of cross-curricular goals as outlined in the School Improvement Plan;
 - L.D.2.2.1.11 perform other leadership duties as directed by the Principal of the school in accordance with the *Education Act* and the Regulations.
- L.D.2.2.2 Subject Heads shall not perform any aspect of a performance evaluation on another teacher.
- L.D.2.3 Responsibilities of Assistant Subject Heads
 - L.D.2.3.1 The Assistant Subject Head shall assist the Subject Head in the performance of the duties referenced in Article L.D.2.2.
- L.D.2.4 Positions of Responsibility Structure
 - L.D.2.4.1 The Board agrees to the following Program Teams and names of Subject Groupings, and that the following subject groupings will have headships in those schools where the program is offered:

8 Program Teams	20 Subject Heads' Groupings
1. Arts	Drama and Music and Visual Arts
2. Career Studies	Community-Based Education and Guidance/Careers
3. Communications	English and ESL and Languages and Library
4. Human Growth and Development	Family Studies and Health and Physical Education
5. Information and Applied Technology	Business Studies and Computer Studies and Technological Studies
6. Pure and Applied Sciences	Mathematics and Science
7. Personalized Services	Personalized Alternative and Special Education
8. Social Sciences	Geography and History

Business Studies
 Community Based Education
 Computer Studies
 Drama English
 English as a Second Language
 Family Studies
 Geography
 Guidance/Career Education
 Health and Physical Education
 History
 International Languages
 Mathematics
 Music
 Personalized Alternative Education
 Resource Support Services/Library
 Science
 Special Education
 Technological Studies
 Visual Arts

L.D.2.4.2

In those schools with fewer than six (6) sections of a particular subject, the sections will be the responsibility of the other subject head in the Program Team and the sections will be included in the section count for the POR allowance.

When a subject grouping has fewer than 6 sections and more than 2 subject groupings in the program team, the SAC shall decide which subject head within the Program Team will get credit for and assume responsibility for these sections. These sections will be included

in the section count for the POR allowance.

- L.D.2.4.2.1 Notwithstanding the above, for the first two years of a new school, all subject groupings with a minimum of four (4) sections will have a Subject Head whose level will be at least level two.
- L.D.2.4.3 For the purposes of determining Levels for Special Education as per L.B.4.3:
- i) All Special Education self-contained classes, all Learning Strategy credit classes and all in-class resourcing classes shall apply;
 - ii) All gifted classes on a rotary timetable shall count as being in the subject area as listed in L.D.2.4.1.
- L.D.2.4.4.1 For the purposes of determining Levels for Alternative Education as per L.B.4.3, all Personalized Alternative Education classes including Community Based Education classes, which are part of the Alternative Education program, shall apply.
- L.D.2.4.4.2 For the purposes of determining Levels for Guidance/Career Education as per L.B.4.3, all Guidance, and Career Education sections including counselling and credit bearing shall apply.
- L.D.2.4.4.3 For the purposes of determining Levels for Community Based Education as per L.B.4.3, all Community Based Education sections including out-of school sections and in-school sections, as determined by the SAC, for which the Community Based Education subject is responsible shall apply.
- L.D.2.4.5 No teacher shall hold more than one position of responsibility at any one time, and no position shall be shared.

L.D.2.5 – IMPLEMENTATION

- L.D.2.5.1 Only teachers as defined in L.A.4.6 shall be selected for an appointment to a position of responsibility, which shall be the exclusive right of the Board. Where for a continuing period of time of at least three months an individual is required by the Board through its duly authorized representative to perform the functions or fulfil the requirements of Subject Head and/or Assistant Subject Head as set out above, the Board shall make appointments in accordance with the conditions of this agreement. A candidate presently employed by the Board shall be given preference over any candidate of equal qualifications and ability not employed by the Board.
- L.D.2.5.2 Only teachers who have a full-time teaching assignment at the secondary level will be eligible to hold positions of responsibility. Exceptions will be made if a teacher is requested by the Board to teach for a fraction of his/her time in the elementary panel or teachers released under L.D.3.1 or L.D.3.2 for half-time or less or at the discretion of the Director or designate. Any other exceptions to this shall be approved by the Staffing Advisory Committee.
- L.D.2.5.2.1 Subject Heads must have 50% or more of their timetable in the subject for which the Head is responsible. The timetable will include a minimum of one section per semester in this subject. Any exceptions to this shall be approved by the Staffing Advisory Committee.

- L.D.2.5.3 The Board agrees to consult with OSSTF District 16 T/OT BU prior to the creation of any new position of responsibility. If the compensation cannot be agreed upon by the Board and District 16, then the issue as to compensation may be submitted as a grievance to arbitration in accordance with this collective agreement.
- L.D.2.5.4 All Subject Head and Assistant Subject Head positions are for a four-year term.
- L.D.2.5.5 An incumbent may re-apply for a position of responsibility at the end of a four-year term.
- L.D.2.5.6 The term of appointment may be less than four years in the event that the Subject Head or the Assistant Subject Head does not perform his or her duties as outlined in L.D.2.2 and L.D.2.3 at an acceptable level.
- L.D.2.5.7 If an incumbent Subject Head or Assistant Subject Head within a school re-applies for a position of responsibility at the end of his/her term, the incumbent shall be given preference over any other candidate of equal qualification and ability for the position previously held by him or by her. This clause does not apply to teachers holding an Interim Position of Responsibility.
- L.D.2.5.8 Any leave taken during the term of the position will be considered as part of the term of the position.
- L.D.2.5.8.1 The maximum length of time allowed under L.D.2.5.8 shall be two consecutive years.
- L.D.2.5.8.2 A statutory leave under the *Employment Standards Act* for a period of six (6) months or greater shall result in an extension of the term of a POR by one additional school year, resulting in the total length of the POR being five (5) school years.
- An employee who is approved for a statutory leave that is scheduled to end at or beyond the five (5) school year mark shall not be deemed eligible for an extension.

L.D.2.6 – INTERIM POSITIONS OF RESPONSIBILITY

- L.D.2.6.1 A position of responsibility which becomes vacant for a period of one school year or less will be filled on an interim basis. The timelines in Article L.D.2.5.1 shall apply.
- L.D.2.6.2 Interim appointments shall be made to fill a vacancy which is created by the Board's granting a leave to a teacher holding a position of responsibility and shall be for a period not exceeding one school year or the duration of the leave, whichever is less.
- L.D.2.6.3 Interim appointments shall be made to fill a vacancy that occurs or exists after July 1. Such appointments shall be for the duration of the school year.
- L.D.2.6.4 An interim position of responsibility shall be made to fill a vacancy created by a teacher temporarily vacating his/her position of responsibility for the purpose of filling another position of responsibility on an interim basis for one school year or less.
- L.D.2.6.5 A teacher may temporarily vacate his/her position of responsibility for the purpose of assuming other teaching duties with the Board for a period of one year or less. The vacated position of responsibility shall be filled on an interim basis.

- L.D.2.6.6 After having completed an interim position of responsibility, teachers shall return to their original schools, subject groupings and positions.
- L.D.2.6.7 Only teachers as defined in L.A.4.6 shall be eligible to hold an interim appointment.
- L.D.2.6.7.1 Notwithstanding L.D.2.6.7, Long-Term Occasional teachers will not be eligible for interim positions of responsibility without prior approval of the SAC.

L.D.2.7 – ACTING POSITIONS OF RESPONSIBILITY

- L.D.2.7.1 An Acting Subject Head or an Acting Assistant Subject Head is a teacher who has been appointed by the Board to carry out the duties of the position but is not qualified under L.D.2.1.2 or L.D.2.1.3 respectively of Part B - section L.D of this local agreement.
- L.D.2.7.2 All Acting appointments will be for no more than one year but may be renewed for one additional year.
- L.D.2.7.3 Acting appointments will be considered for renewal only upon the teacher providing proof to the Board that he/she is enrolled in an appropriate program and is in the process of obtaining the required qualifications.
- L.D.2.7.3.1 Notwithstanding L.D.2.7.2 and L.D.2.7.3, the position of responsibility shall be posted during the annual staffing cycle.
- L.D.2.7.4 Time in an Acting Position of Responsibility does not count toward the four (4) year term referenced in Article L.D.2.5.4.
- L.D.2.7.5 After having completed an Acting position of responsibility, teachers shall return to their original schools, subject groupings and positions.

L.D.2.8 – SAFETY RESPONSIBILITIES

- L.D.2.8.1 Subject Heads of Visual Arts, Science, Family Studies, Technological Studies, and Physical Education, in keeping with their unique health and safety responsibilities related to article L.D.2.2.1.1, will be allocated the equivalent of one (1) day per semester to maintain the health and safety standards expected within their subject groupings. Scheduling of this time shall be approved by the Principal.

L.D.3.0 – FEDERATION LEAVES

- L.D.3.1 The total number of teachers available under L.D.1.1 shall be allocated to the secondary schools with the exception of 2.33 teachers, who shall be released from teaching duties. One teacher shall be the President of OSSTF District 16 T/OT BU. The remaining 1.33 teachers shall be released for duties specified by the District 16 OSSTF T/OT Executive.
- L.D.3.2 The Board agrees to release the equivalent of a one-half timetable for a member of the District 16 T/OT Negotiating Team, at District 16 expense, for the school year covered by this agreement. The District agrees to communicate to the Board by June 15 of each school year, the name of the teacher to be so released for the following school year.
- L.D.3.3 The Board agrees to the loan of service, at District 16 expense, of a teacher appointed by the District 16 Executive to serve as the District Executive Officer. The District agrees to

communicate to the Board, by June 15 of each school year, the name of the teacher to be so released for the following school year.

- L.D.3.3.1 The Board agrees that a teacher on loan of service to District 16 as the District Executive Officer shall be paid at the rate of Group 4 Maximum plus the allowance of a Level 5 Subject Head.
- L.D.3.3.2 The Board agrees that a teacher on loan of service to District 16 as the District Executive Officer shall continue to receive Sick Leave / Short Term Disability Program allocations as per C9.00 of Part A (Central Agreement).
- L.D.3.3.3 At the request of District 16 T/OT BU, the Board shall excuse from teaching duties up to five (5) members of the District designated as negotiators for the District. The Board shall release these representatives for negotiating meetings as required by the *Ontario Labour Relations Act* and the *School Boards Collective Bargaining Act (SBCBA)*, with the Board, up to a maximum of twenty-five (25) school days per year on aggregate with pay and teaching experience.
- L.D.3.3.4 At the request of District 16 T/OT BU, the Board shall excuse from teaching duties on an occasional basis such additional members of District 16 as are necessary to carry out the administration of this Agreement or for District 16 business. These leaves shall be subject to the prior approval of the appropriate Supervisory Officer. Such approval will not be unreasonably withheld. District 16 shall reimburse the Board with respect to any replacement costs incurred.
- L.D.3.3.5 The Board agrees that the President of OSSTF District 16 T/OT BU shall be paid at the same rate as if he/she were teaching plus an amount equal to the difference between his/her grid salary and Group 4 maximum plus a Curriculum Coordinator's allowance or an equal amount to the highest pay of any D16 T/OT member, whichever is greater, where applicable. This is exclusive of any salary beyond grid, degree and responsibility allowance. This latter amount as well as any increase in insured employee benefits associated with this difference will be at District 16 expense. This article only applies for the school year in which the majority of the President's term falls.
- L.D.3.3.6 Notwithstanding L.D.3.3.1 and L.D.3.3.5, the Board agrees that teachers referenced in L.D.3.1 will receive their full salary including any applicable allowances at the time of the leave and all other rights and privileges under this collective agreement.
- L.D.3.4.1 A teacher elected to a position with Provincial OSSTF or to a teachers' federation or union organization with which OSSTF is affiliated shall be granted leave of absence without pay for the total duration of office held but not to exceed two years. Additional requests for leave for the total duration of office held, provided the teacher notifies the Board by April 1st of each school year of the need for the leave, shall not be unreasonably denied.
- L.D.3.4.2 A teacher appointed to a position with Provincial OSSTF or to a teachers' federation or union organization with which OSSTF is affiliated shall be granted leave of absence without pay for any period of time during which the teacher holds the position on a non-permanent basis for a period not to exceed two years. Additional requests for leave on a year-by-year basis provided the teacher notifies the Board by April 1st of each school year of the need for the leave shall not be unreasonably denied.

- L.D.3.4.3 Teachers on leaves as described in L.D.3.4.1 and L.D.3.4.2 shall continue to accumulate service for the purposes of seniority, but shall not receive experience on the salary grid.
- L.D.3.4.4 Teachers on such leave shall be eligible to continue participation in the employee benefits in which the teacher was enrolled prior to taking leave, provided the teacher contributes one hundred percent (100%) of the premium cost.
- L.D.3.4.5.1 Following the teacher's return to duty, the teacher shall be guaranteed the same position at the same school, provided the leave is for two years or less. Exceptions to this may be referred to SAC for decision.
- L.D.3.4.5.2 If the leave is for more than two years, and the exception identified in L.D.3.4.5.1 is not applied, the teacher shall be guaranteed a position with the Board. Should a position, for which the teacher is qualified, be available in the school from which the teacher came, beyond the two year period, the board will facilitate the teacher's return.

L.D.4.0 – TEMPORARY ADMINISTRATIVE ASSIGNMENTS AND LEADERSHIP PERIODS

- L.D.4.1 The parties agree that a teacher may assume the administrative duties of a principal or vice- principal on a temporary or scheduled basis for not more than one year.
- L.D.4.1.2 Short Term Temporary Administrative Assignments – Up to 16 Days
- L.D.4.1.2.1 The Board may assign a teacher, from a designated list of interested teachers and with the teacher's consent, the administrative duties of a principal or vice-principal on a short term, temporary basis for up to sixteen (16) days.
- L.D.4.1.2.2 The teacher will continue to be a member of the bargaining unit and subject to all the terms and conditions including dues deduction of the collective agreement.
- L.D.4.1.2.3 The teacher will be paid an honorarium of \$20 per day or portion thereof above his/her regular pay.
- L.D.4.1.2.4 The performance of a teacher performing a short term temporary administrative assignment shall not be used as part of the teacher's performance appraisal.
- L.D.4.1.2.5 The teacher shall not perform or provide advice related to any personnel matter or performance appraisal of another teacher in the bargaining unit.
- L.D.4.1.2.6 The Board agrees to hire an occasional teacher to cover the teaching assignment of a teacher performing this role.
- L.D.4.1.2.7 The duration of this assignment may be extended at the request of the Board and with the written agreement of the teacher and bargaining unit.
- L.D.4.2 Timetabled Leadership Periods
- L.D.4.2.1 The Board may assign a teacher, from a designated list and with the teacher's consent, the administrative duties of a principal or vice-principal as timetabled leadership periods paid for from the administrative funding component.
- L.D.4.2.2 The teacher will continue to be a member of the bargaining unit and be subject to all the

terms and conditions, including dues deduction, of the collective agreement.

- L.D.4.2.3 Timetabled leadership periods shall be considered part of the teacher's regular pay.
- L.D.4.2.4 When acting in the capacity of a teacher outlined in L.D.4.1.2, the teacher will be paid an honorarium as per L.D.4.1.2.3 above his/her regular pay.
- L.D.4.2.5 The performance of a teacher during a timetabled leadership period shall not be used as part of the teacher's performance appraisal.
- L.D.4.2.6 The teacher shall not perform or provide advice related to any personnel matter or performance appraisal of another teacher in the bargaining unit.
- L.D.4.3 Long Term Temporary Administrative Assignments – 16 Days or More
 - L.D.4.3.1 The Board may assign a teacher, with the teacher's consent, the administrative duties of a principal or vice-principal on a temporary basis for more than sixteen days and not more than one year.
 - L.D.4.3.2 The teacher shall hold Principal's Qualifications under the *Education Act and Regulations*.
 - L.D.4.3.3 The teacher shall not be part of the bargaining unit while on a long term, temporary administrative assignment.
 - L.D.4.3.4 Notwithstanding Article L.D.7.2, the teacher shall not accrue seniority while on a long term, temporary administrative assignment but shall accrue experience on the teaching grid during such an assignment.
 - L.D.4.3.5 At the completion of the assignment the teacher may return to the bargaining unit to the same school as s/he was a teacher. The teacher will be deemed to have been on a leave from the bargaining unit and all benefits shall be restored, save the seniority for the time while on a long term temporary administrative assignment.
 - L.D.4.3.6 The teacher will be paid according to the Board's compensation package for administrators.
 - L.D.4.3.7 The performance of a teacher performing a long term, temporary administrative assignment shall not be used as part of the teacher's performance appraisal.
 - L.D.4.3.8 The teacher shall not perform or provide advice related to any personnel matter or performance appraisal of another teacher in the bargaining unit.
 - L.D.4.3.9 The Board agrees to hire an occasional teacher to cover the teaching assignment for a teacher performing this role.
- L.D.4.4 General
 - L.D.4.4.1 The Board agrees that it will indemnify and hold harmless any teacher acting in good faith fulfilling the Short Term or Long Term Temporary Administrative Assignments or Timetabled Leadership Periods as set out above (L.D.4.0).

L.D.5.0 – PART-TIME TEACHERS

- L.D.5.1.1 Teachers who are employed on a contractual basis for less than a full day shall be informed of the fraction of the day applicable for the following school year not later than the 31st of May, but this fraction may be changed at any time by mutual consent of the District 16 T/OT Chief Negotiator or designate and the appropriate Supervisory Officer.
- L.D.5.1.2 The remuneration of the part-time teacher engaged on a contractual basis shall be based on the percentages as established in Articles L.B.3.2, L.B.3.2.1, L.B.3.2.2 and L.B.3.2.3. Any additional workload of the part-time teacher shall be calculated in accordance with Articles L.B.3.2, L.B.3.2.1, L.B.3.2.2 and L.B.3.2.3.
- L.D.5.2 Subject to the principal's discretion, part-time teachers shall normally attend all school and staff meetings on the same basis as full-time teachers. Part time teachers shall participate in professional activity days for their regular daily working hours, and are invited to attend for the balance of the day on a voluntary basis and without additional pay. On such days as the part time teacher is directed in writing by the Board to attend for the full day, the teacher shall be paid for a full 1.0 FTE teaching day.
- L.D.5.3 Part-Time to Full-Time
- L.D.5.3.1 A teacher who has been teaching part-time during the term of this agreement shall notify his/her principal in writing prior to March 1 if he/she wishes to be assigned to full-time teaching in the next school year, subject to L.D.7.0.
- L.D.5.3.2 Having fulfilled the requirement of L.D.5.3.1, the part-time teacher shall be offered a full-time position for which he/she is qualified:
- a) Prior to the placement of newly hired teachers;
 - b) After system surplus teachers are placed;
 - c) Provided that the move from part-time to full-time does not directly create a surplus or redundant position at the school; and
 - d) Provided there are no teachers subject to L.D.7.4.4.2.
- L.D.5.3.3.1 Whenever permanent contract vacant sections become available and having fulfilled the requirements of L.D.5.3.1, the part-time teacher shall be offered additional sections for which he/she is qualified to increase his/her assignment in order of seniority and subject to the same conditions as described in L.D.5.3.2.
- LD.5.3.3.2 Any remaining permanent contract vacant sections will be posted for part-time teachers in other schools whose assignment in the current school year is only for the opposite semester. Where a teacher receives an increase, the teacher will remain the responsibility of the originating school (in either semester) for the subsequent staffing cycle and they will retain their new FTE status. Only after these two steps will vacancies be posted for new contract hiring.
- L.D.5.4 Full-Time to Part-Time

- L.D.5.4.1 A full-time teacher who, prior to March 1, requests to teach part-time commencing the following school year may be granted the request to teach part-time provided that, in the opinion of the Director or his/her designate, the position created by the reduction from full-time to part-time can be filled by a qualified teacher and the number of positions to be held by part-time teachers to teach in the same school and/or the system is not a financial or staffing burden to the Board.

L.D.6.0 – DISABILITY MANAGEMENT

- L.D.6.1 There shall be a Disability Management Program Committee (DMPC) and a Disability Management Program Team (DMPT) composed of the Board's Disability Management Case Manager or designate and District 16's District Executive Officer (DEO) or designate.
- L.D.6.2 The DMPT shall administer the Disability Management Program in order to assist teachers with a medical disability to return to work or to remain at work.
- L.D.6.3 In order for any accommodation, including voluntary assignments, to occur to a teacher's working conditions due to a medical disability, the accommodation must meet the criteria established by the DMPT and the DMPC.
- L.D.6.3.1 In order for any accommodation, including voluntary assignments, to occur to a teacher's working conditions due to a medical disability, the teacher must meet the criteria established by the DMPT and the DMPC.
- L.D.6.4 The DMPT shall report and make recommendations to the DMPC as the need arises.

L.D.7.0 – SENIORITY, TRANSFER, SURPLUS, REDUNDANCY AND RECALL PROCEDURES

- L.D.7.1 Definitions
- L.D.7.1.1 A 'Vacancy' is unfilled secondary staff position within the Board that exists or will exist for the ensuing school year.
- For the purposes of L.D.7, a "qualified" teacher and "qualifications" refer to definitions contained in Regulation 298 and Ontario Regulation 176/10.
- L.D.7.1.2.1 The Board may offer to teachers a "Voluntary Relocation" to a position at another school. The Voluntary Relocation must be made by mutual consent of the teacher, the principal of the originating school, the principal of the receiving school, the District 16 T/OT Chief Negotiator or designate and the appropriate supervisory officer(s) and may occur any time during a school year.
- L.D.7.1.2.2 The Board may offer to teachers a "Voluntary Temporary Transfer" at any time during the school year. The duration of such transfer shall not extend beyond the school year in which the transfer is approved. Such transfer shall only be used for the purpose of balancing staffing allocations system-wide. Teachers who volunteer must possess the necessary qualifications to meet the program needs in the receiving school. At the end of the transfer, the teacher shall return to the originating school and be subject to the provisions of article L.D.7.0. The "Voluntary Temporary Transfer" shall be subject to the agreement of the teacher(s) and the approval of the principals, the District 16 T/OT Chief Negotiator, or designate, and the appropriate supervisory officer(s).

- L.D.7.1.3 A "Surplus Teacher" is a Bargaining Unit member who has been identified first by seniority and secondly by qualifications as being in excess of the staffing requirements of a particular school for the ensuing year.
- L.D.7.1.4 A "Redundant Teacher" is a Bargaining Unit member who has been identified by seniority as being in excess of the staffing requirements of the Board for the ensuing school year.
- L.D.7.1.5 The Staffing Advisory Committee, for the purpose of seniority, transfer, surplus, redundancy and recall procedures, shall monitor all school decisions.
- L.D.7.1.6 During the normal staffing cycle where a vacancy occurs for a position in the Board for which a member of District 16 T/OT is qualified, the Board shall post the vacancy as per the regional staffing timelines on the board's internal website, accessible to every member for a reasonable length of time but no less than three (3) work days before the deadline for the applications for the position.
- L.D.7.2 Seniority
- L.D.7.2.1 By March 1st of each year, the Board shall have developed a list(s) of all Bargaining Unit members employed by the Board as of the end of the first week of second semester of the same year in order of their acquired seniority.
- L.D.7.2.2.1 For teachers hired before September 1, 2003 as secondary teachers, seniority shall be the length of total elementary and secondary continuous service with the Board or predecessor Boards from the first day worked after being hired. For teachers hired on or after September 1, 2003 as secondary teachers, seniority shall be the length of continuous teaching service with the Board as a Bargaining Unit member from the first day worked after being hired.
- Teachers in schools with a modified school year shall have the first day worked in all other YRDSB schools using the regular school year calendar deemed to be their first day worked.
- L.D.7.2.2.2 For the purposes of establishing seniority, part-time teachers shall be treated as full-time teachers.
- L.D.7.2.2.3 For the purpose of establishing seniority, any approved absence shall not be considered an interruption of continuous service.
- L.D.7.2.3 Separate seniority lists shall be established for regular day school teachers and occasional teachers.
- L.D.7.2.4 Seniority list(s) shall be rank ordered such that the most senior Bargaining Unit member is at the top of the list and the most junior is at the bottom.
- L.D.7.2.4.1 The Board-wide seniority list(s) shall be posted in all secondary schools and other worksites where Bargaining Unit members are employed. Copies will be forwarded to the President of the Bargaining Unit no later than March 15 of each school year.
- L.D.7.2.4.2 Errors in the calculation of a member's seniority shall be brought to the attention of the Board by the member within thirty (30) work days, commencing upon the posting of the seniority list in the school, or the list shall be deemed correct.

- L.D.7.2.5 For regular day school teachers, in the event that a tie in rank ordering occurs based on the first day of work, the following criteria shall be used to break the tie:
- (a) The tie breaker will be the date on the principal's recommend to hire notice if both teachers have one.
 - (b) If after (a) there is a tie, the tie breaker will be the total years of teaching experience with the Board and its predecessor Boards as per Article L.D.7.2.3 including LTO experience.
 - (c) If after (b) there is a tie, the tie breaker will be the total years of teaching experience in Ontario, including LTO experience.
- L.D.7.2.6.1 If after all of the steps in L.D.7.2.6 there is still a tie, then the tie shall be broken by a lot conducted by the Director or designate and the Bargaining Unit President or their designates. Once this order is established subject to L.D.7.2.5.2, it may not be changed for the staffing cycle for which it was created.
- L.D.7.2.6.2 All tie-breaking procedures must take place and teachers involved in a tie informed of the resulting order in a timely fashion in accordance with the staffing timelines.
- L.D.7.3 Transfers and Exchanges
- L.D.7.3.1 All teachers are eligible to apply for transfer in the annual staffing cycle.
- L.D.7.3.2 Before the first Vacancy List is posted in the annual spring staffing cycle, all teachers shall be informed of the Subject Group(s) to which they have been tentatively assigned for the coming school year, recognizing that this assignment is subject to change.
- L.D.7.3.3 Requests for transfers shall be used in conjunction with surplus procedures to fulfil the requirements of Articles L.D.1.1.7.1.1, and L.D.1.1.7.1.4 of Part B - section L.D of this local agreement.
- L.D.7.3.4 A teacher who requests a transfer to the elementary panel and whose request is approved by the Board shall no longer be considered a member of OSSTF.
- L.D.7.3.4.1 A secondary teacher who is granted an exchange with a teacher in the elementary panel shall be considered on an approved absence from the bargaining unit. The exchange shall be for a period of up to two (2) years. After the exchange, the teacher shall have the right to return to the same school and the same position subject to the conditions of Section L.D.7.0 of this Agreement.
- L.D.7.3.5.1 A secondary teacher may be granted an exchange with a secondary teacher from another secondary school for the purpose of professional growth. The exchange must be made by mutual consent of the teachers, the approval of the principals of both schools, the approval of the District 16 T/OT Chief Negotiator or designate and the approval of the appropriate supervisory officer(s).
- L.D.7.3.5.2 The exchange shall be for a period of up to one (1) year. After the exchange, the teachers shall have the right to return to the same school and the same position subject to the conditions of Section L.D.7.0 of Part B - section L.D of this local agreement.

- L.D.7.3.5.3 Teachers who wish to be considered for exchange must inform their principal and Superintendent of Schools commencing on February 1, and continuing to the date established by the Staffing Advisory Committee, in the school year immediately prior to the school year for which the exchange shall be effective.
- L.D.7.3.5.4 No exchanges shall be approved until surplus declarations have been completed for the staffing cycle. Any teacher declared surplus shall not be eligible to participate in an exchange during the cycle in which they are surplus. No exchange will be approved that will result in a surplus situation, either for the teachers involved in the exchange or other teachers in the schools from which the exchange teachers are being drawn.
- L.D.7.3.5.5 All teachers who are approved for exchanges shall be informed by their Superintendent of Schools no later than June 1 of the current school year. If circumstances warrant, the June 1 date for notification may be altered by mutual consent of the Board and District 16 T/OT BU.
- L.D.7.5.5.6 For the purposes of surplus declaration during the year of the exchange, any teacher on an exchange as defined in L.D.7.3.5.1 will be the responsibility of the originating school.
- L.D.7.3.5.7 The exchange may be renewed for a second year provided there is continued mutual consent of the teachers and the approval of the parties outlined in L.D.7.3.5.1 and the requirements of articles L.D.7.3.5.2 to L.D.7.3.5.6 are satisfied.
- L.D.7.4 Surplus to School Declaration
- L.D.7.4.1 Should transfers as per Section L.D.7.3 not satisfy the requirements of Article L.D.1.1.7.1.1 and L.D.1.1.7.4 based on projected enrolment, the following sequential steps will be used to identify and place the teachers who are to be declared surplus.
- L.D.7.4.1.1 The least senior teacher, as determined by Section L.D.7.2, shall be declared surplus provided that the teacher's assignment, in the opinion of the Principal and the Superintendent of Schools, can be filled satisfactorily by another qualified teacher at the school.
- L.D.7.4.1.2 In secondary schools, the above guidelines may be applied within subject groupings
- L.D.7.4.2 Bargaining Unit members on any approved leave or on lay-off are the responsibility of the originating school.
- L.D.7.4.3 A principal shall notify in writing a Bargaining Unit member who is to be declared surplus for the next school year no later than May 15 of the current school year, such notification to be preceded by an interview with the member. If circumstances warrant, the May 15 date for notification may be altered by mutual consent of the Board and District 16 T/OT BU.
- L.D.7.4.4 Any teacher declared surplus shall be given the option of either a position in another school to teach his/her area(s) of qualification or a position in another school to teach other subjects or in other divisions in accordance with the Regulations.
- L.D.7.4.4.1.1 If one position in L.D.7.4.4. is available, the teacher shall accept that assignment.

- L.D.7.4.4.1.2 If two positions in L.D.7.4.4. are available, the teacher shall accept one of the two positions offered.
- L.D.7.4.4.1.3 If more than two positions are available in L.D.7.4.4, the teacher shall have the right of refusal for the first two offers. The third such offer is deemed to be a directive for employment by the Board.
- L.D.7.4.4.1.4 Should the teacher refuse the placement under L.D.7.4.4.1.1, L.D.7.4.4.1.2 or L.D.7.4.4.1.3., the Board is absolved of any further employment obligations.
- L.D.7.4.4.2 A teacher declared surplus under L.D.7.4.3 may be offered a partial timetable in his/her present school, if such work is available. Acceptance of such partial timetable by the teacher will absolve the Board of the requirement to provide any of the options described above for that school year. If the teacher accepts such a timetable, he/she shall be offered a full timetable in the event that one becomes available, in the school from which the teacher was declared surplus, which is suitable to the teacher's qualifications. This obligation to offer such a position shall be binding for two (2) years from the date the teacher accepts the partial timetable.
- L.D.7.4.4.3 If options in L.D.7.4.4, L.D.7.4.4.1.1, L.D.7.4.4.1.2., L.D.7.4.4.1.3. and L.D.7.4.4.2 are unavailable, the teacher may be offered a position in the elementary panel providing that such position exists, and providing that surplus qualified elementary teachers have been given preference in filling the position.
- L.D.7.4.4.4 A teacher who has been declared surplus and has not been placed in accordance with the above articles shall be given a permanent alternative assignment at full regular salary and benefits for no more than two years if he/she has had 5 or more years' service with the Board and for no more than one year if he/she has had fewer than five years' service with the Board. If a vacant position becomes available for which the teacher is qualified, the teacher shall be placed in that position. Teachers will accrue experience credit during the term of the permanent alternative assignment.
- L.D.7.4.4.5 In exceptional cases, on the recommendation of the Director, the Board may grant a leave for the purpose of retraining to qualify for another teaching position with the Board. Teachers will maintain their seniority during the term of this leave.
- L.D.7.4.4.6 If a suitable position arises within two (2) years in the school from which the teacher has been declared surplus, that teacher shall be offered the position provided that the teacher indicates in writing interest in such a position during the school year in which the teacher was declared surplus. If the teacher declared surplus is offered a position at the original school and declines the offer, the provisions of this article shall no longer apply.
- L.D.7.4.5 Teachers who are in positions of responsibility shall be protected from being declared surplus. This shall not apply to those who are performing the role in an Interim or Acting capacity as per L.D.2.6 or L.D.2.7.
- L.D.7.4.6 In order to facilitate the staffing process, known vacancies for positions of responsibility shall be filled by May 1 of each year.
- L.D.7.5 Redundancy (Lay-Offs)

The Board agrees not to lay off a teacher until all of the above provisions have been met.

- L.D.7.5.1 Should a reduction in staff result in redundancies, Bargaining Unit members who are least senior as defined in Section L.D.7.2 shall be informed in writing by the Board no later than June 15 that they are redundant. Reductions in staff shall start at the bottom of the seniority list with the least senior Bargaining Unit member and proceed up the ranked list.
- L.D.7.5.2 The number of Bargaining Unit members declared redundant by the Board shall not exceed the total reduction of staff based on the provisions of Article L.D.1.1.7.1.1, and L.D.1.1.7.1.4 using projected enrolments within a tolerance of one half of one per cent.
- L.D.7.5.3 The President of the Bargaining Unit or his/her designate shall be provided with all relevant information prior to the declaration of redundancy declarations and with the names of all redundant teachers.
- L.D.7.5.4 The Board in consultation with District 16 T/OT BU shall determine displacements and consequent staffing adjustments. The number of displacements shall be kept to a minimum.
- L.D.7.5.5 A teacher may elect in writing to refuse to displace another teacher and be placed on the recall list.
- L.D.7.5.6 Teachers who are in positions of responsibility shall be protected from being declared redundant.
- L.D.7.6 Recall
- L.D.7.6.1 The Board shall establish and maintain a recall list of all Bargaining Unit members declared redundant.
- L.D.7.6.2 Bargaining Unit members who have been declared redundant shall be recalled to staff complement vacancies based on seniority and be reinstated for up to a maximum of two (2) years after being declared redundant. During the recall process, preference will be given to seniority if qualifications are equal.
- L.D.7.6.3 Redundant members shall be entitled to continue to be enrolled in benefit plans in which the members were enrolled immediately prior to being declared redundant, with the teacher paying the full cost of premiums annually in advance for up to a maximum of two (2) years after being declared redundant.
- If the teacher is recalled, the pre paid premiums will be refunded on a pro-rated basis.
- L.D.7.6.4 Bargaining Unit members who are eligible for recall shall file with the Board their most recent address and telephone number.
- L.D.7.6.5 When a position becomes available, the Board shall contact the teacher being recalled by telephone and shall offer the position by registered mail or courier. The Board must make every reasonable effort to contact the teacher.
- L.D.7.6.6 A teacher has the right to refuse two (2) recalls to a position offered by the Board based on travel considerations without prejudice to the member's recall rights. Upon the third

refusal, the teacher shall be removed from the list.

L.D.7.6.7 No external hiring or transfers from the elementary panel shall take place until positions have been offered to redundant Bargaining Unit members as per Article L.D.7.6.2.

L.D.7.6.8 Subject to the application of L.F.7.9.1.1 and L.F.7.9.1.2, and the seniority provisions of L.F.8.0, a teacher who is declared redundant will be considered for a position on the secondary Occasional Teacher list without prejudice to the member's recall rights.

L.D.8.0 – REORGANIZATION OF SCHOOLS

L.D.8.1.1 In the reorganization of any school, the Board through normal channels shall consult the staff of the school prior to any planning of the form of the reorganization and shall consult the staff again when a proposed structure has been formulated.

L.D.8.1.2 District 16 T/OT BU will be given an opportunity to comment at this stage.

L.D.8.2 Any teacher holding an appointment and who is not accommodated in the reorganization will be given an opportunity to transfer to another school if a vacancy for which he/she is qualified exists.

L.D.9.0 – TERM APPOINTMENTS

L.D.9.1 All teachers who are appointed or who are presently on a term position as Curriculum Consultants, Special Education Consultants and Curriculum Coordinators as defined in Articles L.A.4.7, and L.A.4.8 shall be subject to the following:

L.D.9.1.1 The term may be renewed subject to the discretion of the Director or his/her designate.

L.D.9.2 Notwithstanding the above, the term of original appointment and/or renewal may be less than the agreed upon time if the teacher:

L.D.9.2.1 voluntarily relinquishes the position;

L.D.9.2.2 has an unsatisfactory performance review and has the recommendation of the Director or his/her designate to terminate the appointment;

L.D.9.2.3 has been given one year's notice by the Board that the position currently being held by the teacher shall cease to exist;

L.D.9.2.4 is no longer entitled to release from teaching duties under L.D.3.0.

L.D.9.3 A teacher who holds a term position and whose term is not renewed or whose term is shortened for reasons stated in L.D.9.2 shall return to the position level held prior to the appointment.

L.D.9.4 If no such position is available, the teacher shall receive a salary as if such a position were held and shall be placed in any position by the Board for which the teacher is qualified according to the Act and regulations.

L.D.9.5 The Teacher(s) referred to in L.D.9.3 and L.D.9.4 shall be placed in a vacant position equivalent to the one held prior to the term appointment or in a lesser position if agreeable

to the teacher and the Board.

- L.D.9.6 In implementing L.D.9.5 if there are more teachers available than vacant positions, such placements shall be given to the teachers with the greatest seniority with the Board and its predecessor Boards.
- L.D.9.7 The time limit for any teacher to be “on hold” to be placed in a former position level and to receive any allowance or different grid placement shall be two (2) years maximum.

SECTION L.E. – OTHER WORKING CONDITIONS

L.E.1.0 – PHYSICAL ENVIRONMENT

- L.E.1.1 A teacher may request (in writing) the principal to investigate some aspect of the physical environment of his/ her school that is in his/her opinion a hazard to the physical well-being of students and/or staff. The principal, upon receipt of such request, shall immediately investigate the complaint and notify the teacher of his/her findings in writing within fourteen (14) working days.
- L.E.1.2 No teacher shall be expected to perform duties normally carried out by non-teaching employees of the Board should such employees be involved in strike action against the Board.

L.E.2.0 – WORKLOAD GUIDELINES

- L.E.2.1 The Staffing Advisory Committee referred to in L.D.1.7.1 shall co-ordinate the collection and validation of staffing allocation and teacher workload data. All data collected by the Board or by District 16 T/OT BU with respect to teacher workload shall be shared with this committee. In addition to the duties above and in L.D.1.7.2, the Staffing Advisory Committee shall meet each year to:
- L.E.2.1.1 review changes in existing practices with respect to terms of working conditions and employment;
- L.E.2.1.2 examine the effects in the terms and conditions of employment brought about by changes in legislation and/or regulations, and Ministry Policy and Program Memoranda.
- L.E.2.1.3 The committee shall report and make recommendations to the respective negotiating committees no later than April 1 of each school year.
- L.E.2.2 Assigned Time and Preparation Time
- L.E.2.2.1 Each full-time teacher shall be assigned a maximum of 6.00 periods. Each full-time teacher may also be assigned up to the following maximum Alternative Professional Assignments comprised of either on-calls/supervisions, student mentoring and teacher mentoring based on seventy-five (75) minute periods or equivalent as outlined in Article L.E.2.2.1.1.
- Notwithstanding the above, the Memorandum of Agreement regarding the Modified School Year and Day, renewed by the parties on May 16, 2013, shall apply to the assigned time at Bill Crothers Secondary School.

L.E.2.2.1.1 Off-Site Alternative Education Teachers will be assigned up to the following maximum Alternative Professional Assignments comprised of student mentoring based on seventy-five (75) minute periods or equivalent: 46 half periods

Community Based Education Teachers may be assigned up to the following maximum Alternative Professional Assignments comprised of on-calls/supervisions based on seventy-five (75) minute periods or equivalent: 24 half periods

Subject Heads for Community Based Education may be assigned up to the following maximum Alternative Professional Assignments comprised of on-calls/supervisions based on seventy-five (75) minute periods or equivalent:

	Level 1 and 2 Heads	Level 3 Heads	Level 4 Heads	Level 5 Heads
# of half periods	20	16	12	8

Subject Head may be assigned up to the following maximum Alternative Professional Assignments comprised of on-calls/supervisions based on seventy-five (75) minute periods or equivalent:

- i) Level 1 and 2 Heads
42 half periods
- ii) Level 3 Heads
38 half periods
- iii) Level 4 Heads
34 half periods
- iv) Level 5 Heads
30 half periods

All other teachers may be assigned up to the following maximum Alternative Professional Assignments comprised of on-calls/supervisions based on seventy-five (75) minute periods or equivalent:

46 half periods

L.E.2.2.1.2 As per Articles L.F.10.1.2.2 and L.F.10.1.2.3, an APA served by an Occasional Teacher for an absent teacher will be credited to the absent teacher only after the first day of consecutive absences.

L.E.2.2.2 Unless otherwise agreed to by the Board and the Bargaining Unit, no teacher in a semestered school, repertoire assignments excepted, shall normally be assigned more than 3.0 credit and/or credit equivalent periods in a semester. Exceptions will be

determined as needed by the Staffing Advisory Committee.

- L.E.2.2.3 Unassigned time shall be available to the teacher for preparation and marking.
- L.E.2.2.4 Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes. The lunch break shall occur between the end of the first class and the beginning of the last class. Exceptions will be determined as needed by the Staffing Advisory Committee.
- L.E.2.2.5 The workload guidelines outlined above shall be pro-rated for part-time teachers according to the percentages in Article L.B.3.2.
- L.E.2.2.5.1 Where a part-time teacher is assigned two (2) periods in one (1) semester, every reasonable effort shall be made to assign those two (2) periods either in the morning or in the afternoon.
- L.E.2.2.6 No teacher shall be allocated assigned time over a continuous interval exceeding 3 periods, excluding travel time between periods.
- L.E.2.2.7 A teacher shall not be assigned more than one half-period of on calls or supervisions, in a day.
- L.E.2.2.8 Principals shall endeavour to ensure that no teacher be assigned to teach in more than two (2) subject groupings in any one semester.
- L.E.2.2.9 The Board will endeavour to inform all teachers of their tentative timetable for the coming school year, recognizing that this timetable is subject to change.
- L.E.2.3 Opening of New Schools
- L.E.2.3.1 Where a teacher is selected for a position of responsibility for a new school prior to the opening of the new school, such teacher, upon the approval of the principal of the new school and the Superintendent of Schools for that Area, may have an allowance approved for such teacher to perform duties necessary and relevant to the position of responsibility prior to the opening of the new school.

Such allowance if approved shall be forty percent (40%) of the allowance of a Level 5 Subject Head effective from the date of appointment to the date of the actual opening of the school. Those appointed after the beginning of the semester preceding the opening of the school shall have their allowance pro-rated.
- L.E.2.3.2 In the first year of operation and thereafter, the positions of responsibility in a new school shall be calculated as per Section L.D.2.0.

L.E.3.0 – CLASS SIZE PROVISIONS

- L.E.3.1 The SAC shall be responsible for defining and implementing the SAC Workload Protocol including class size guidelines and specifying the courses and parameters related to the Program/Facility Based category.
- L.E.3.2 The Board and OSSTF agree to the following the maximum class sizes.

Regular Ministry Course Type Category	Maximum Class Size
Academic	29
Applied	22
College	28
Locally Developed	16
Open	28
University	30
University/College	30
Workplace	20
Program/Facility Based Category	SAC Determined

- L.E.3.3 All divisors used for staffing allocations shall be determined by the SAC.
- L.E.3.4 Individual classes may not exceed the maxima outlined in L.E.3.2 and the current SAC Workload Protocol.
- L.E.3.4.1 Notwithstanding L.E.3.4 the SAC may establish protocols for exceptions to the maxima outlined in L.E.3.2 and the current SAC Workload Protocol.
- L.E.3.5 If a class can be classified in more than one category, the category with the lowest class size shall be applicable with the exception of Community Based Education and CBE Personalized Alternative Education classes.
- L.E.3.6 The maximum class size of a multi-type or multi-grade class shall be the lowest class size maximum established by the categories in L.E.3.2 and the current SAC Workload Protocol.

L.E.4.0 – CREDIT RECOVERY

- L.E.4.1 Where a student is recommended for Credit Recovery, the subject teacher shall only be required to provide the following information on the Student Success Steering Committee's "Student Record: Failed Course" Form:
- i. The student's final mark for the course;
 - ii. The reasons for the student's failure.
- L.E.4.2 For a student accepted into the Credit Recovery program, the subject teacher shall only be required to identify:

- i. Units, concepts and/or expectations not successfully achieved;
- ii. Relevant learning skills information.

All other consultation between the subject teacher and the credit recovery teacher is voluntary. Once the student is enrolled, the responsibility for instruction and assessment belongs to the teacher of the Credit Recovery Program.

L.E.5.0 – REPORT CARDS

- L.E.5.1 All secondary school teachers will complete the two provincial reports each semester; namely the Mid-Semester Report and the Final Report for students in the classes assigned to those teachers.
- L.E.5.2 In addition to the two provincial reports outlined in L.E.5.1, a school may issue a progress report or a credit endangered report consisting of a marks software printout with an aggregate attendance entry, excluding learning skills and comments. Schools may elect to attach a form letter to the printout.

L.E.6.0 – MARK RECORDING AND/OR REPORTING SOFTWARE

- L.E.6.1 The Board will consult with OSSTF prior to introducing any new requirement for the use of specific mark recording and/or reporting software.

L.E.7.0 – NIGHT SCHOOL – SUMMER SCHOOL

- L.E.7.1 When hiring for credit courses offered in night school and summer school, the Board shall give preferential consideration to District 16 T/OT BU teachers (in those subjects in which the teacher is qualified to teach), including qualified Occasional Teacher applicants and Adult Day School (Dr BSCL) Teacher applicants.

SECTION L.F. – OCCASIONAL TEACHERS

Unless otherwise stated, all rights and privileges of this collective agreement shall apply to the Occasional Teachers in Section L.F of this local agreement. Where there is a conflict between the provisions of Section L.F of this local agreement and other provisions of this local agreement, the provisions of Section L.F of this local agreement shall apply.

L.F.1.0 – RECOGNITION

- L.F.1.1 The Board recognizes the secondary school teachers' Bargaining Unit of the Ontario Secondary School Teachers' Federation and District 16 T/OT BU as the Branch Affiliate authorized under the *Education Act* to negotiate on behalf of occasional teachers on contracts executed in accordance with the regulations established under the *Education Act*.
- L.F.1.2 A person who is covered as a regular teacher in respect of part-time employment with the Board and who is accepted by the Board for additional employment as an Occasional Teacher shall be covered by whichever section of the collective agreement is applicable to the teacher's assignment at that point in time.

L.F.1.3	<u>Definitions</u>
L.F.1.3.1	The term “occasional teacher” has the meaning assigned to it by Section 1 (1.1) of the <i>Education Act</i> .
L.F.1.3.2	“Long Term Occasional Teacher” shall mean an occasional teacher who is employed for a period of ten (10) or more consecutive instructional days as a replacement for the same teacher. All other occasional teachers covered under this collective agreement are referred to as “Short Term Occasional Teachers”.
L.F.1.3.2.1	Notwithstanding L.F.1.3.2, if the teacher being replaced returns for one day and is once again replaced by the same occasional teacher, the number of instructional days will be deemed to be consecutive. This clause would only apply once during the teacher’s absence.
L.F.1.3.2.2	For the purposes of calculating a long term occasional assignment under L.F.1.3.2, an assignment of consecutive days will not be deemed to have been interrupted where the Board declares a system closure, or where the day is a PA day or singular standardized testing day and the Occasional Teacher does not work in that assignment. The count towards the number of consecutive days required to calculate a long term occasional assignment shall only include those days actually worked in that assignment.
L.F.1.3.3	“Short Term Occasional Teacher” shall mean any qualified secondary occasional teacher who is not a long term occasional teacher.
L.F.1.3.4	“Occasional Teacher Roster” means a list of occasional teachers of the bargaining unit who are qualified and who have been accepted by the Board as occasional teachers in the secondary panel as defined in the <i>Education Act</i> . Occasional Teachers must have been actively employed by the Board in the secondary panel for a minimum of 20 full-time equivalent days during the previous school year to retain their position on the Secondary Occasional Teacher Roster.
L.F.1.3.4.1	The Occasional Teacher Roster shall be updated at the completion of each school year in accordance with the provisions of Article L.F.1.3.4 and after following the procedure outlined in L.F.8.3, shall serve as the base list for the commencement of the following school year. The Board shall provide this list as well as a list of those Occasional Teachers removed from the Roster with the reasons for their removal to District 16 T/OT BU by Aug 15 each year.
L.F.1.3.4.2	Teachers who have not met the requirements of L.F.1.3.4 shall be removed from the Occasional Teacher (O.T.) Roster.
L.F.1.3.4.3	Any teacher removed from the Roster for not meeting the requirements will have the right to appeal to the Board for reconsideration. An appeal may be expedited at the discretion of the Board where compelling special or extenuating circumstances exist.
L.F.1.3.5	“Days” means instructional days unless otherwise specifically provided.
L.F.1.3.6	“Instructional days” shall be those days designated by the Board each year excluding school holidays but for the purpose of remuneration shall include those examination days and professional development days required by the Principal and/or designate.

L.F.2.0 – RIGHTS OF PARTIES

- L.F.2.1 No long term occasional teacher shall be demoted, suspended, disciplined or dismissed without just cause.
- L.F.2.1.1 For the purposes of just cause, a lower standard may be applied to long term and short-term occasional teachers.
- L.F.2.1.2 An Occasional Teacher given a non-disciplinary suspension pending the outcome of an investigation shall be paid during that suspension period. The pay shall be determined based on the average daily pay of that individual Occasional Teacher during the twenty (20) instructional days immediately preceding the commencement of the suspension.
- L.F.2.2 An occasional teacher may be a member of more than one teachers' bargaining unit.
- L.F.2.3 The board shall give the District 16 T/OT President or designate a copy of the lists outlined in L.F.1.3.4., L.F.8.1 and L.F.8.4.1 maintained by the Board on the second Monday in September and the first Monday in February or at other times as mutually agreed upon.
- L.F.2.3.1 The lists outlined in L.F.2.3 shall identify the names of those teachers who are referenced in L.F.1.2 as well as those in more than one York Region teachers' bargaining unit and the name of the bargaining unit.
- L.F.2.4 Except in exceptional circumstances, the Board shall hire occasional teachers to perform the duties of teachers who are absent from their regular duties due to the conditions set out in Articles L.A.7.18, L.C.2.2.4, L.C.2.3.4.(i), L.C.2.3.5, L.D.4.1.2.6, L.D.4.3.9 and conferences, conventions or workshops where the Board requires the teacher's attendance. All such jobs will be filled as per the Occasional Teacher Call Out Protocol.
- L.F.2.5 Upon completion of an externally hired long-term occasional position, the teacher who has completed the assignment will not be added to the Occasional Teacher Roster as defined in L.F.1.3.4 unless the teacher has been added to the Roster according to L.F.8.3.2.2.
- L.F.2.6 In the event that a contract teacher is on leave for the full school year or more, the Board shall replace the absent teacher with a contract teacher.

L.F.3.0 – FEDERATION FEES

- L.F.3.1 On each pay date on which an occasional teacher is paid, the Board shall deduct from each occasional teacher the OSSTF dues. The amounts shall be determined by OSSTF in accordance with its constitution and forwarded in writing to the Board.
- L.F.3.2 The OSSTF dues deducted in Article L.F.3.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, the employee identification number, the number of days worked and the amounts deducted.
- L.F.3.3 The Board also agrees to deduct District 16 T/OT BU dues from its occasional teachers on a bi-weekly basis or as otherwise mutually agreed and to forward these to District 16.

- L.F.3.4 Dues specified by District 16 in Article L.F.3.3 shall be deducted and remitted to the Treasurer, District 16 at 110 Pony Drive, Unit 6, Newmarket, Ontario L3Y 7B6 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the occasional teachers and the amounts deducted.
- L.F.3.5 Pursuant to L.F.3.2 and L.F.3.4 OSSTF and District 16 must inform the Board no later than August 1 in each year concerning the amount of dues to be deducted during that school year and no changes in the dues to be deducted shall be made during that school year.
- L.F.3.6 OSSTF and/or District 16, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and or District 16.
- L.F.3.7 The Board shall provide to the District 16 T/OT President or designate, by October 15 of each year, a letter stating the total number of days of secondary short and long term occasional teaching days for the previous year.

L.F.4.0 – SALARY AND BENEFITS

L.F.4.1 Short Term Occasional Teachers

L.F.4.1.1 The Board shall pay, in respect of each day of employment with the Board in a short term occasional teaching assignment, the following rates of pay:

Effective September 1, 2019:

Qualified with degree or equivalent	\$247.03
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Effective September 1, 2020:

Qualified with degree or equivalent	\$249.50
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Effective September 1, 2021:

Qualified with degree or equivalent	\$252.00
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- L.F.4.1.1.1 The Board shall pay a short term occasional teacher 50% of the daily rate set out in L.F.4.1.1 if the assignment is fewer than two (2) classes.
- L.F.4.1.1.2 The Board shall pay a short term occasional teacher 66.67 % of the daily rate set out in L.F.4.1.1 if the assignment is for two (2) classes.
- L.F.4.1.1.3 The Board shall pay the northern premium of \$25 for those short term occasional teachers who accept assignments north of the Ravenshoe Sideroad.
- L.F.4.1.2 An occasional teacher who worked at least eighty (80) days as an occasional teacher for the board in the prior school year may, upon application, participate in the Board's extended health, semi-private hospital care and basic dental plans, provided that:
- i. The teacher assumes 90% of the premiums; and
 - ii. The teacher pays such premiums and administration fees in advance in accordance

with the Board's procedures.

- L.F.4.1.3 Each eligible teacher under L.F.4.1.2 shall, not later than August 15th of each year, complete and return the election form provided by the Board.
- L.F.4.1.4 Each eligible teacher under L.F.4.1.2 who elects to participate in the Board's employee benefit program shall be a participant in the plans from September 1 to the following August 31 provided that the eligible teacher:
- i. remains on the Board's Roster of Occasional Teachers;
 - ii. remains available for work as an occasional teacher, except as may be otherwise permitted by the Board;
 - iii. pays the occasional teacher share under L.F.4.1.2; and,
 - iv. is not in arrears of payment of premiums.
- L.F.4.1.5 An occasional teacher enrolled in the Board's benefit program may continue participation in that plan from the next September 1 to the following August 31 providing that the occasional teacher:
- i. Works at least eighty (80) days as an occasional teacher with the Board during the current school year; and
 - ii. Fulfills the conditions set out in the previous articles.
- L.F.4.1.6 If the short term occasional teacher fails to comply with any of the conditions in articles L.F.4.1.3, L.F.4.1.4 and L.F.4.1.5, then the occasional teacher's enrolment shall immediately terminate and the occasional teacher shall not be eligible to re-enrol except as permitted by the benefit program plans and then, not until the occasional teacher again becomes eligible under article L.F.4.1.2.
- L.F.4.2 Long Term Occasional Teachers
- L.F.4.2.1 A long term occasional teacher who is employed for a period of ten (10) or more consecutive instructional days as per L.F.1.3.2 and L.F.1.3.2.1 and who, during that period, accepts a continuing responsibility as a replacement for any one teacher, shall have his/her salary calculated during the entire period of said employment in accordance with the applicable articles in Part B - section L.B of this local agreement.
- L.F.4.2.2 At the time of signing an agreement accepting a long term occasional teaching assignment, the teacher may request in writing, by completion of the Board specified form, to be enrolled in the Board's basic employee benefit program (i.e. semi-private health, basic dental and basic life insurance). Such benefits will be effective from the date of commencement of the assignment and will be pro-rated consistent with Article L.C.1.9. The Board shall inform the short-term occasional teacher of this option the first time that the teacher is placed on the Occasional Teacher Roster.
- L.F.4.2.2.1 Notwithstanding L.F.4.2.2, a long term occasional teacher who previously retired from the Board, and who has retiree benefit(s) coverage, shall not be enrolled in the insured employee benefits under this collective agreement but shall be paid by the Board the dollar

value of benefit premiums for the coverage the occasional teacher would have otherwise been entitled to carry.

- L.F.4.2.3 The premiums will be shared in accordance with the applicable articles of this collective agreement provided the long term occasional teacher is employed for a period of ten (10) or more consecutive instructional days as per L.F.1.3.2 and L.F.1.3.2.1. If the period of employment, for whatever reason, is terminated prior to the tenth (10th) day, the entire premiums will be paid by the teacher.
- L.F.4.2.4 If the teacher did not elect to enrol in the benefit program at the time of signing the agreement accepting a long term occasional teaching assignment, the teacher will be given a second opportunity to enrol upon the completion of the tenth (10th) consecutive day as defined above. Such request shall be in writing and benefits shall be effective as of the eleventh (11th) day.
- L.F.4.2.5 In the event that the assignment of the long term occasional teacher is to be terminated for reasons other than just cause prior to the originally scheduled termination date, the long term occasional teacher will be given five (5) teaching days notice, five (5) days of alternative assignment as per L.F.10.1.2.3 or five (5) days' pay in lieu of notice.
- L.F.4.2.6 In order to receive any retroactive salary adjustment for qualifications, it shall be the responsibility of the long term occasional teacher to provide the Board with a Certification Rating Statement, and any supporting documents, within six (6) months of the start of the long term teaching assignment. Any Long Term Occasional teacher who fails to provide the Statement and/or supporting documents within that timeframe, shall not be entitled to any retroactive salary adjustment, but rather shall have their salary adjustment applied effective on the date that the Statement and /or supporting documents are provided to the Board.

L.F.5.0 – EXPERIENCE CREDIT

- L.F.5.1 The long term occasional teacher must inform the Human Resource Services department no later than twenty (20) instructional days from the date the long term occasional agreement was signed that he/she is seeking related experience. Failure to do so will result in the denial of the request. This request must be submitted each time a long term occasional agreement is signed. The Board shall inform the long-term occasional teacher in writing of the requirements of this article at the time of hiring for the assignment.
- L.F.5.2 A long term occasional teacher will be granted placement on the salary grid for recognized teaching experience which for this purpose shall include elementary and secondary experience in Ontario or other jurisdictions adjusted by the following:
- i. teaching experience to be used to establish the step on the grid at the time of hiring at the discretion of the Director;
 - ii. experience for part of a school year will be calculated by dividing teaching days by 194. Part-time teaching experience will be pro-rated.
 - iii. effective September 2016, experience for short-term assignments with the York Region District School Board in the 2015-16 school year and subsequent school year(s) will be credited such that each full twenty (20) days worked shall be considered the equivalent

of one month of full-time experience.

iv. no credit shall be given under this article for experience in the current school year; and, at the beginning of each school year, teaching experience in fractions of years will be added to give complete steps for each ten (10) months if the experience is in York Region or has been previously accepted.

L.F.6.0 – METHOD OF PAYMENT

L.F.6.1 Long-term occasional teachers shall be paid in accordance with the salary grid and all other applicable articles in Articles L.B.3.0 and L.B.4.0 of in Part B - section L.B of this local agreement.

L.F.6.2 Occasional Teachers shall be paid bi-weekly through bank deposit on the pay dates specified in the Board's schedule.

L.F.6.3 The payment shall be deposited at the bank branch of the teacher's choice. If the teacher requests that his/her payment be deposited in a trust company or credit union that is not on the CIBC electronic network (service code 1), he/she may not receive his/her payment on the regular pay dates as specified in L.F.6.2.

The teacher assumes full responsibility with regards to any consequences that arise from choosing an institution that is not on the CIBC electronic network (service code 1). If the teacher requests that his/her salary be deposited in a trust company or credit union and there are additional charges incurred, such additional charges will be deducted from the teacher's salary.

L.F.7.0 – OCCASIONAL TEACHER ROSTER

L.F.7.1 To be eligible for inclusion on the occasional teacher roster, an occasional teacher must be a member of the Ontario College of Teachers and must possess a valid Ontario Teaching Certificate or equivalent unless otherwise permitted by legislation.

L.F.7.2 The occasional teacher roster shall show the names, addresses and telephone numbers of such occasional teachers and the subjects and/or divisions that the occasional teacher is qualified and willing to teach. The roster will show any additional qualifications required by the Ontario College of Teachers.

L.F.7.3 At the time an occasional teacher is accepted for inclusion on the occasional teacher roster, the occasional teacher will select, from among the geographic areas designated by the Board, geographic areas and a minimum of four (4) schools (subject to geographic considerations) for which the occasional teacher wishes to be designated on the sub-list for each area. Notwithstanding the occasional teacher's selection of a particular area or areas or a particular school or schools, the Board may request an occasional teacher to work in another geographical area or school as required.

L.F.7.4 The occasional teacher may specify the number of days per week and/or the specific days of the week that he/she is available to work. The occasional teacher must be available for no fewer than three (3) specific days of the week.

L.F.7.5 An occasional teacher shall notify the Board in writing within fourteen (14) days of any change of address and phone number. If an occasional teacher fails to do so, the Board will

not be responsible for failure of a notice to such teacher. Any notice sent by the Board via registered mail or courier to the teacher's address which appears on the Board records shall be conclusively deemed to have been received by the teacher.

- L.F.7.6 An occasional teacher who, because of illness, pregnancy, adoption of a child, or any other reasons acceptable to the Board, becomes unavailable for an assignment, shall be retained on the Board's occasional teacher roster in an inactive status during the period of such unavailability for the remainder of the school year provided that such occasional teacher makes herself/himself available for assignment during the school year following the commencement of the period of unavailability in order to be retained on the occasional teacher roster. An occasional teacher who becomes unavailable for such reasons shall inform the Board of the date of commencement of a return from the period of unavailability.
- L.F.7.7 The Board shall call qualified occasional teachers on the occasional teacher roster first to replace teachers who are absent.
- L.F.7.8 Should the board need to add teachers to the LTO List, all eligible teachers on the OT Roster will be provided the opportunity to apply and interview for the LTO List. Such a review of the LTO List and opportunity for interview will normally occur annually.
- L.F.7.9.1 The Occasional Teacher Roster, as defined in Article L.F.1.3.4, shall be capped at twenty (20) percent of the FTE teachers employed by the Board as per Articles L.D.1.1.7.1.1 to L.D.1.1.7.4 in Part B - section L.D of this local agreement.
- This cap shall include occasional teachers who have accepted long-term occasional assignments.
- This cap shall also include occasional teachers who have applied for a leave under L.F.7.6, dual panel occasional teachers and retired teachers in receipt of an OTPP pension, counted as 0.5 FTE.
- L.F.7.9.2 An additional Long Term Occasional Teacher factor of two (2) percent of the FTE teachers employed by the Board as per Articles L.D.1.1.7.1.1, L.D.1.1.7.1.4 and L.D.1.1.7.4 in Part B - section L.D of this local agreement will be added to the Roster defined in L.F.7.9.1.
- L.F.7.9.3 Upon the written agreement of the Staffing Advisory Committee (SAC), the cap outlined in L.F.7.9.1 and L.F.7.9.2 may be revised for the duration of the school year. Occasional teachers who are hired to satisfy L.F.7.9.3 shall be notified in writing of the temporary nature of their status.
- L.F.7.9.4 Notwithstanding L.F.7.9.1, the Occasional Teacher Roster cap shall not include those teachers declared surplus under the provisions of Article L.D.7.4.4.4.
- L.F.7.9.5 In order to remain on the secondary OT Roster, all components of the renewal package must be received in Human Resource Services no later than August 31 for the upcoming school year. If documents are not received by the deadline the teacher will be removed from the OT Roster, subject to the discretion of the Board.

L.F.8.0 – SENIORITY AND RECALL

- L.F.8.1.1 The Board shall maintain a seniority list showing each occasional teacher's name and seniority ranking. A copy will be forwarded to the District 16 T/OT President by March 31. Seniority shall be defined as continuous service on the Occasional Teacher Roster.
- L.F.8.1.2 In the event that a tie in rank ordering occurs for Occasional Teachers, the tie shall be broken by lot conducted by the Director and the T/OT Bargaining Unit President or their designates.
- L.F.8.1.3 Seniority list(s) shall be rank ordered such that the most senior Bargaining Unit member is at the top of the list and the most junior is at the bottom.
- L.F.8.2 A long-term occasional teacher who is absent from work due to illness, accident, pregnancy, adoption of a child or approved leave of absence shall continue to accumulate seniority during the period of such absence.
- L.F.8.3.1 In order to meet the requirements of L.F.7.9.1 and L.F.7.9.2 names may be added to the Occasional Teacher Roster throughout the school year.
- L.F.8.3.2.1 In the event that names are to be added to the Occasional Teacher Roster to meet the requirements of L.F.7.9.1 and L.F.7.9.2, the Board shall consult with OSSTF District 16 T/OT BU Chief Negotiator/Staffing Officer or designate. Depending on teacher qualifications and availability and system needs, priority when filling vacancies will be given to part-time teachers of District 16 as defined in L.D.5.0 whose applications to do occasional teacher work are on file.
- L.F.8.3.2.2 If after the application of L.F.8.3.2.1 there continue to be vacancies, consideration will be given to redundant District 16 teachers before external hires who have applications on file.
- L.F.8.4.1 In the event that names are to be removed from the Occasional Teacher Roster to meet the requirements of L.F.7.9.1, and after consultation with OSSTF District 16 T/OT BU, individuals will be removed based on seniority as defined in L.F.8.1. These teachers' names will be kept on file.
- L.F.8.4.2 In the event the Board begins to add names to the Occasional Teacher Roster after a year in which there were no vacancies, it shall make every reasonable effort to first contact those persons who were previously removed from the Roster by the application of Article L.F.8.4.1 followed by the application of Article L.F.1.3.4.1 and offer them the opportunity for employment as an occasional teacher. The Board will contact the former members in the order they were dropped from the roster, beginning with the Occasional Teacher with the greatest seniority. The right to be so contacted will apply for one (1) year from the date the teacher is removed from the roster.

L.F.9.0 – SICK LEAVE CREDITS

The parties agree that these provisions remain valid unless replaced by the terms of the Central Agreement related to Provincial Benefits Trust.

- L.F.9.1 Upon the effective date of a long term occasional teaching agreement, the teacher shall be entitled to sick leave allocation in accordance with C9.00 in Part A (Central Agreement).

The administration of the sick leave plan shall be vested in the Director of Education.

- L.F.9.2 There shall be no payment made by the Board, other than that in accordance with C9.00 in Part A (Central Agreement), to any occasional teacher in respect of unused sick leave while employed as a long term occasional teacher.
- L.F.9.3 Absences as per Articles L.C.2.3.4, and L.C.2.3.5, shall apply equally to long term occasional teachers.
- L.F.9.4 There shall be no deduction from sick leave due to absence, up to a maximum of 5 days per school year for the following reasons:
- i. The severe illness or death of an immediate family member (or equivalent) such as parent/guardian, spouse/partner, child or sibling.
 - ii. Funeral (maximum 1 day per occasion)
 - iii. Moving (maximum 1 day per occasion)
 - iv. Teacher's own convocation or convocation of a teacher's spouse, teacher's son, teacher's daughter, (maximum 1 day per occasion)
 - v. For the purposes of an observance of a religious holiday, for an additional two (2) days beyond those referenced in L.C.2.3.5.
- L.F.9.5 For absences due to injuries or accidents covered by the Workplace Safety Insurance Board, the York Region Board shall pay full salary as per C7.4 in Part A (Central Agreement). Payments by the Workplace Safety Insurance Board shall be made to the school board.

L.F.10.0 – PREGNANCY LEAVE BENEFITS

- L.F.10.1 The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- L.F.10.2 Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in L.F.9.5 above, with the length of the SEB benefit limited by the term of the assignment.
- L.F.10.3 Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

L.F.11.0 – WORKING CONDITIONS

- L.F.11.1.1 The Board shall ensure that the timetable of a long-term occasional teacher is consistent with Section L.E.2.2.
- L.F.11.1.2.1 The Board shall ensure that:
- i. The timetable of a short term occasional teacher on a per diem basis is consistent

with Section L.E.2.2;

ii. The timetable of a short term occasional teacher on a per diem basis is consistent with or similar to the timetable of the teacher who is being replaced; and,

iii. The teacher called for a two-thirds assignment shall be given no more than the pro-rated number of instructional periods and/or classes as per Section L.E.2.2.

iv. The teacher called for a two-thirds assignment shall be given the assignment in either the first three (3) consecutive periods of the day or the last three (3) consecutive periods of the day.

v. Each of the above timetables may have an additional half period of APA added to the day.

L.F.11.1.2.2 The following are acceptable applications of “consistent with or similar to” as referenced in Article L.F.11.1.2.1:

i. The timetable matches the absent teacher identically regardless of how many subjects the absent teacher may teach;

ii. The timetable matches a minimum of two sections of the absent teacher’s timetable or occasional teacher’s teachables regardless of whether they are actually the absent teacher’s classes.

L.F.11.1.2.3 Notwithstanding L.F.11.1.2.2, if mutually agreed upon by the occasional teacher and the school, the occasional teacher can agree to do any combination of classes and APAs to a maximum of 3.5 periods.

L.F.11.2 An occasional teacher who accepts a full day-teaching assignment with the Board shall be provided with an uninterrupted period for lunch, free from duty, of at least forty (40) consecutive minutes per day. The lunch break shall occur between the end of the first period and the beginning of the last period.

L.F.11.3 No teacher shall be allocated assigned time over a continuous interval exceeding three (3) periods excluding travel time between periods.

L.F.12.0 – PROFESSIONAL ACTIVITY DAYS

L.F.12.1 A long-term occasional teacher who is scheduled to work when there is a Professional Activity Day will be paid for the day and will be required to participate in the scheduled professional activity.

L.F.12.2 In the event that a short term occasional teacher is required by the Board to attend a Professional Activity Day, the occasional teacher shall receive the normal rate of pay for the day.

L.F.12.3 A short term occasional teacher not required by the Board to attend a Professional Activity day or any other professional development program is encouraged to attend such programs and may attend on a voluntary basis without pay and with the approval of the school’s Principal or designate. Any fees charged for a professional development program will be paid by the occasional teacher at the same rate as that charged to a permanent

contract teacher.

- L.F.12.4 All occasional teachers on the secondary OT Roster shall have Professional Development opportunities as specified by the Staffing Advisory Committee.

L.F.13.0 – CALL-OUT ERRORS

- L.F.13.1 An occasional teacher who reports for a two-thirds assignment as a result of a call-out error on the part of the Board, shall be given appropriate employment for a two-thirds day and shall be paid a two-thirds pay for reporting for duty.
- L.F.13.2 If an occasional teacher has been called in error for a full-day assignment, the occasional teacher shall be guaranteed appropriate employment for a full day and shall be paid a full day's pay for reporting for duty.

L.F.14.0 – LATE CALLS

- L.F.14.1 An occasional teacher shall not be considered late for a teaching assignment as a result of a late request to report to such assignment provided that the occasional teacher arrives on or before the time mutually agreed upon by the Board representative and the occasional teacher.
- L.F.14.2 Except where otherwise indicated by the Board representative, an occasional teacher shall report for duty at least fifteen (15) minutes prior to the commencement of classes

L.F.15.0 – AUTOMATED CALLING SYSTEM (S.T.A.R. SYSTEM)

- L.F.15.1.1 The Board and District 16 T/OT BU agree that the STAR System shall provide an equitable opportunity for work for all short term occasional teachers whose names are on the Occasional Teacher Roster taking into account qualifications and availability.
- L.F.15.1.2 The automated calling system shall be employed to engage short term occasional teachers in accordance with the Letter of Understanding "Occasional Teacher Call Out Protocol".
- L.F.15.2 It is the responsibility of each occasional teacher to update the automated system of any change in their call back phone number, used to offer teaching assignments.
- L.F.15.3 The Board and District 16 T/OT BU agree to meet regularly and, in any event, at least once per year to review the design and operation of the automated calling system.
- L.F.15.4 Modifications to the design and/or operation of the automated calling system that impact on the collective agreement shall be made only with the mutual written consent of the Board and District 16 T/OT BU.
- L.F.15.5 It is the responsibility of the Board to ensure that all of the occasional teachers on the Occasional Teacher Roster are trained in the operating procedures of the dispatch system by means of instructional booklets. Each occasional teacher shall receive a copy of the written instructions.

L.F.16.0 – RECORD OF EMPLOYMENT FOR EI REPORTING

- L.F.16.1 For the sole and exclusive purpose of reporting the insurable hours under the *Employment*

Insurance Act, a teacher shall be deemed to have worked the number of hours agreed to by the parties.

SECTION L.G. – CONTINUING EDUCATION

L.G.1.0 – COMPENSATION

L.G.1.1 The parties agree that this section sets out all the rights and privileges of Continuing Education teachers teaching credit courses.

September 1, 2019:

Summer School teacher \$56.36 per hour

Night School teacher \$56.36 per hour

Virtual School teacher \$56.36 per hour

September 1, 2020:

Summer School teacher \$56.92 per hour

Night School teacher \$56.92 per hour

Virtual School teacher \$56.92 per hour

September 1, 2021:

Summer School teacher \$57.49 per hour

Night School teacher \$57.49 per hour

Virtual School teacher \$57.49 per hour

All rates include 4% vacation pay.

L.G.2.0 – ADULT DAY SCHOOL

L.G.2.1 The parties agree that this Section sets out all the rights and privileges of Continuing Education teachers teaching credit courses at the Adult Day School.

L.G.2.1.2.1 The parties acknowledge that the appointment of a teacher at the Adult Day School may be concluded upon three (3) days without cause.

L.G.2.1.2.2 Every effort will be made to avoid terminating the assignment of a teacher at the Adult Day School for reasons of insufficient enrolment after the mid-way point of the session.

- L.G.2.1.3 No teacher during his/her appointment as a teacher at the Adult Day School shall be disciplined without just cause.
- L.G.2.1.4 The Grievance procedure as outlined in L.A.7.0 of this local agreement applies to any reprimands, which may have been issued to a teacher.
- L.G.2.1.5.1 Teachers at the Adult Day School shall be paid benefits in accordance with the Board's schedule for Continuing Education Benefits at the Adult Day School. These benefits shall include semi-private hospitalization, Extended Health (including prescriptions, paramedical services and vision care), Basic Dental and Life Insurance as per Articles L.C.1.10 –L.C.1.5.1 in Part B – section L.C of this local agreement.
- For the purposes of Life Insurance coverage, the following formula will be used: Scheduled weeks of work will be 41.
- Annual Salary = Hourly Rate x Scheduled hours/week x 41 weeks
- The amount will be calculated based on the information appearing on the Acceptance of Position form each quadmester.
- L.G.2.1.5.2 Benefit premiums will be prorated based on an individual's assignment and will be adjusted on a quad by quad basis. The Board will pay the full premium cost for a full time teacher.
- L.G.2.1.5.3 A full time teacher at the RHCLC teaches two credits per quadmester. The full teaching timetable equates to 25 hours per week. A half-time teacher teaches one credit or 12.5 hours per week.
- L.G.2.2 Experience gained as a Continuing Education Adult School teacher may be recognized for placement on the grid as a regular teacher in a secondary school operated by the Board. One year of service will be granted based on a full continuing education workload of eight (8) credits taught. If a continuing education teacher teaches more than eight (8) credits in one year, the equivalent experience will be capped at one year.
- L.G.2.3 The wage schedule for Adult Day School teacher employed at Dr. Bette Stephenson Centre for Learning shall be as follows:

September 1, 2019

CATEGORY	GROUP 1	GROUP 2	GROUP 3	GROUP 4
0	48.16	48.16	48.16	48.16
1	48.16	48.16	49.68	52.22
2	48.16	49.11	53.20	56.09
3	50.00	52.27	56.71	59.95
4	52.86	55.44	60.22	63.83
5	55.73	58.60	63.73	67.69

6	58.59	61.76	67.26	71.56
7	61.46	64.93	70.76	75.43
8	64.32	68.09	74.28	79.31
9	67.19	71.26	77.79	83.16
10	70.05	74.42	81.31	87.04

September 1, 2020

CATEGORY	GROUP 1	GROUP 2	GROUP 3	GROUP 4
0	48.16	48.16	48.16	48.16
1	48.16	48.16	50.18	52.74
2	48.16	49.60	53.73	56.65
3	50.50	52.79	57.28	60.55
4	53.39	55.99	60.82	64.47
5	56.29	59.19	64.37	68.37
6	59.18	62.38	67.93	72.28
7	62.07	65.58	71.47	76.18
8	64.96	68.77	75.02	80.10
9	67.86	71.97	78.57	83.99
10	70.75	75.16	82.12	87.91

September 1, 2021

CATEGORY	GROUP 1	GROUP 2	GROUP 3	GROUP 4
0	48.16	48.16	48.16	48.16
1	48.16	48.16	50.68	53.27
2	48.16	50.10	54.27	57.22
3	51.01	53.32	57.85	61.16

4	53.92	56.55	61.43	65.11
5	56.85	59.78	65.01	69.05
6	59.77	63.00	68.61	73.00
7	62.69	66.24	72.18	76.94
8	65.61	69.46	75.77	80.90
9	68.54	72.69	79.36	84.83
10	71.46	75.91	82.94	88.79

*These rates are to be used for anyone hired after August 31, 2019

All rates include 4% vacation pay.

- L.G.2.4 Where possible, when job vacancies for Adult Day School occur ten (10) school days or more prior to the beginning of any quadmester, the vacancies shall be posted on the Board website for five (5) working days.
- L.G.2.5 An Adult Day School teacher eligible for a retirement gratuity as specified in Central Agreement Appendix A – Retirement Gratuities shall be paid the amount of retirement gratuity applicable to the teacher on August 31st, 2012. Retirement gratuity payments are processed as per L.C.3.0.

L.G.3.0 – SICK LEAVE

- L.G.3.1 Adult Day School teachers shall be entitled to sick leave allocation in accordance with C9.00 in Part A (Central Agreement). The administration of the sick leave plan shall be vested in the Director of Education.
- L.G.3.2 There shall be no payment made by the Board, other than that in accordance with C9.00 in Part A (Central Agreement), to any Adult Day School teacher in respect of unused sick leave while employed as an Adult Day School teacher.
- L.G.3.3 Absences as per Articles L.C.2.2 shall apply equally to Adult Day School teachers.

L.G.4.0 – PREGNANCY LEAVE BENEFITS

- L.G.4.1 The Employer shall provide for Adult Day School teachers a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- L.G.4.2 Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in L.G.4.1 above, with the length of the SEB benefit limited by the term

of the assignment.

L.G.5.0 – WORKPLACE SAFETY INSURANCE BOARD (WSIB) TOP UP BENEFITS

L.G.5.1 For absences due to injuries or accidents covered by the Workplace Safety Insurance Board, the York Region Board shall pay full salary as per C7.4 in Part A (Central Agreement). Payments by the Workplace Safety Insurance Board shall be made to the school board.

SECTION L.H – LETTERS OF INTENT AND LETTERS OF UNDERSTANDING

L.H.1.0 – POSITIONS OF RESPONSIBILITY

Letter of Understanding In order to ensure a headship model that is responsive to school and system, administrative and leadership needs, is supportive of teacher collaboration and subject expertise, and best meets the needs of students, teachers and schools, now and in the future, the parties agree to strike a committee consisting of three (3) representatives of the Board and three (3) representatives of District 16 OSSTF, to review the current headship model and explore alternative models. The parties agree that committee recommendations will include a structure of operationalizing article D.2.5.6. In addition, this review will also address and recommend revisions as necessary to:

- POR structure,
- Requirements and qualifications,
- Term and renewal
- Equity of access;
- Hiring process, and
- Roles and responsibilities

The committee shall meet within thirty days of ratification, schedule a minimum of eight (8) further meetings thereafter and make recommendations to the parties no later than May 31, 2016 for implementation for September 2016. Should the committee not reach agreement on recommendations in the areas outlined above, the provisions of the Collective Agreement in article D.2.0 shall prevail.

L.H.2.0 – E.I. REPORTING

Letter of Understanding The parties agree that effective September 1, 2014, for the sole and exclusive purpose of reporting insurable hours required under the *Employment Insurance Act*, full time teachers and occasional teachers shall be deemed to have worked eight (8) hours each working day they have worked. The hours worked by part-time teacher and occasional teachers working on a partial work day shall be pro-rated accordingly.

L.H.3.0 - OCCASIONAL TEACHER CALL OUT PROTOCOL

Letter of Understanding The parties agree that the following Occasional Teacher Call Out Protocol will be used for filling short-term teacher absences:

Any secondary teacher holding a permanent part-time teaching position or a part-time

Long Term Occasional (LTO) assignment of .17 FTE, who is on the secondary OT roster, may be pre-arranged by the school to cover a part-time short term occasional vacancy in their school prior to the job being released for call out.

When the services of an OT are required by a school, the sequence of the automated system (STAR) call out shall be as follows:

1. An OT from the secondary OT Roster who is qualified in the subject(s) requested.
2. An OT from the secondary OT Roster who is not qualified in the subject(s) requested.

The system will call sequentially as it moves through step 1 and subsequently step 2. The following day the system will comment call out from where it left off.

Notwithstanding the above, in the event that a teacher is absent for more than one day consecutively, the Principal and/or designate may request the services of the same occasional teacher who replaced the absent permanent teacher for the first day of those absences, subject to the posting requirements for LTO positions.

L.H.4.0 – PROFESSIONAL DEVELOPMENT

Letter of Intent The Board agrees to allocate \$20,000 in each of the 2015-16 and 2016-17 school years for the purpose of supporting the professional development of occasional teachers as per F.11.4. The use of these funds shall be determined jointly through SAC.

L.H.5.0 – APPLICATION OF SENIORITY IN ADULT DAY SCHOOL

Letter of Intent The Parties will engage in a review of how seniority may be applied in the Adult Day School context. This review shall be conducted and completed prior to August 30, 2022. Items that were raised locally but not resolved in the 2019-2022 round of collective agreement negotiations in respect of the application of seniority to Adult Day School may be raised for discussion by either party as part of this review.

L.H.6.0 – HIRING PRACTICES

Letter of Intent The parties agree that YRDSB will consult with OSSTF D16 and allow for input and feedback in respect of changes to local hiring processes that must be determined prior to December 31, 2020 as a result of the repeal of Regulation 274.

This LOA expires and will be removed from the collective agreement on August 30, 2022.

L.H.7.0 – OT ROSTER CAP

Letter of Intent Whereas the Parties acknowledge the operational need of limiting any occasional teacher assignments from going unfilled, in order to build flexibility and if required the following process shall be followed:

1. Revise the cap outlined in L.F.7.9.1 and L.F.7.9.2 pursuant to L.F.7.9.3;
2. If agreement on cap revision is not achieved pursuant to L.F.7.9.3, the Board shall be able to:

Temporarily pierce the cap by an amount equal to 50% of the full semester Long Term Occasional teachers who have been hired for the current semester from the YRDSB's roster of occasional teachers. For example, if 100 full semester LTOs are hired for semester one (1) the Board would be able to pierce the cap by 50 additional OTs.

The Board agrees that this increase in the size of the cap will be adjusted and brought back into compliance with L.F.7.9.1 and L.F.7.9.2 at the end of the semester the piercings occurred in as per L.F.8.4.1.

For the purposes of this letter, a full semester assignment is an assignment that starts in the first week of the semester and goes on for the entire semester.

The Parties further agree that during the 2020-2021 school year that a Board/Federation committee consisting of three members of each party will meet to investigate issues related to the availability of work for OTs and the number of unfilled jobs. This committee will make recommendations on ways to alleviate both concerns prior to the next round of negotiations or earlier if mutually agreed.

This Letter of Intent shall expire on August 30th 2022.

L.H.8.0 – OUTSTANDING ITEMS FOR HUMAN RESOURCES

Letter of Intent The parties recognize that the following items were raised locally but not resolved in the 2019-2022 round of collective agreement negotiations but wish to continue addressing them through the discussions between Human Resources and OSSTF D16.

1. Application of the Board's Attendance Management Program

This LOA expires and will be removed from the collective agreement on August 30, 2022.

L.H.9.0 – OUTSTANDING ITEMS FOR SAC

Letter of Intent The parties recognize that the following items were raised locally but not resolved in the 2019-2022 round of collective agreement negotiations but wish to continue addressing them through the Staffing Advisory Committee.

1. Transfer/Exchange Program
2. The Expansion of the APG program design to other community class programs
3. Staff meetings.
4. POR timetables
5. Health and Safety (bullying and harassment)
6. Temporarily Vacating PORs due to life circumstances

This LOA expires and will be removed from the collective agreement on August 30, 2022.

L.H.10.0 – POR SELECTION PROCESS REVIEW

Letter of Intent The Board will engage in a review of the POR selection process in consultation with OSSTF. This review shall be conducted and completed during the 2020-21 school year. Items that were raised locally but not resolved in the 2019-2022 round of collective agreement negotiations in respect of the POR selection process may be raised for discussion by either party as part of this review.

This LOA expires and will be removed from the collective agreement on August 30, 2022.

L.H.11.0 – POSITIONS OF RESPONSIBILITY (“POR”)

Letter of Intent Whereas the parties have engaged in a review of the POR process as it relates to Department Heads and Assistant Department Heads; and

Whereas the selection process remains the exclusive purview of the Board, subject to the Collective Agreement and/or applicable legislation and may be subject to change.

It is agreed that the Parties shall hereby abide to the following process:

1. Threshold

The “Overall Threshold” score for success in the POR recruitment process is a combined score of 75% (i.e. 75/100), inclusive of all components of the process.

The “Minimum Threshold” score in the POR recruitment process is a combined score of 60% (i.e. 36/60) inclusive of the application and interview only.

In any posting round, references must be checked for at least the top 3 candidates who have met the Minimum Threshold and the incumbent (where the incumbent scores at least 30/60) in order to determine whether the Overall Threshold has been met.

2. Preference to Incumbent

a) Preference shall be given to an incumbent, as per L.D.2.5.7, where the incumbent scores 70% or above and within 10% (10% or less) of the highest scoring qualified candidate who meets the Overall Threshold for being deemed successful.

b) If the incumbent is the only applicant, the Overall Threshold for being deemed successful shall be 70% (i.e. reduced by 5%).

c) Where an incumbent is the only applicant but does not meet the Overall Threshold, a principal retains the discretion to appoint the incumbent into the position for the full term.

d) Where an incumbent does not meet the Minimum Threshold but is nevertheless appointed at the conclusion of the process outlined in this LOI, a principal retains the discretion to appoint the incumbent into the position for the full term.

3. Threshold adjustment where only one applicant in a posting round

If there is only one applicant in a posted round, the Overall Threshold for being deemed

successful shall be 70% (i.e. reduced by 5%).

4. Consideration of Unqualified Candidates

At the stage in the process, as per the Staffing Timelines, where an unqualified candidate may be considered, an unqualified candidate may only be successful where they met the Overall Threshold and score at least 11% higher than the highest scoring qualified candidate (who did not meet the Overall Threshold) from the current or previous rounds in the process.

5. Where no candidate meets the Overall Threshold

By no later than April 21st of each year, where there are no candidates who successfully met the Overall Threshold, the following shall apply:

Principals shall reconsider all past qualified candidates from the current staffing cycle who met the Minimum Threshold, but who did not meet the Overall Threshold following the reference check. The Principal will have the discretion to select from any one of those qualified candidates and, as per collective agreement article L.D.7.4.6, fill all positions by May 1.

If no qualified candidates meet the Minimum Threshold, the Principal shall select from any candidate who had applied to the position during the current staffing cycle, to serve in the POR in an interim/acting capacity for one (1) school year only, upon which the position will be re-posted.

6. Posting after May 1

If there is a new posting for a POR on or after May 1, the principles of this LOI shall continue to apply to the recruitment process, and will be filled in accordance with the Staffing Timelines.

7. Sharing of scores

Where a reasonable concern and/or grievance arises related to an applicant being unsuccessful in the process, the Board will share with OSSTF the unsuccessful applicant's overall score and the overall score of the successful applicant, for the purposes of demonstrating compliance with this LOI. Further, the Board will provide a statement of confirmation to the Union that the process applied to both candidates was identical.

8. This letter of intent shall only apply for the POR staffing cycles in the 2020/21 and 2021/22 school years for POR positions in the 2021/22 and 2022/23 school years, unless the parties agree otherwise.

L.H.12.0 – OT MENTORSHIP PROGRAM

Letter of Intent During the 2020/2021 school year, the parties agree to meet for the purposes of developing a voluntary mentorship program for teachers on the OT list. These discussions may include, but are not limited to, promoting employment equity, scope of the program, setting expectations for outcomes, determining program capacity, and logistical considerations.

COLLECTIVE AGREEMENT

Between

SIMCOE COUNTY DISTRICT SCHOOL BOARD

Hereinafter referred to as "the Board"

and

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

District 17 (Simcoe)

(Occasional Teachers' Bargaining Unit)

hereinafter referred to as "the Bargaining Unit"

September 1, 2019 until August 31, 2022

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PART A

OSSTF CENTRAL AGREEMENT

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or

- ii. within such greater period agreed upon by the parties; or
- iii. within any greater period set by regulation by the Minister of Education.

c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.

- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.-

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.

- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
September 1, 2019: 4%
September 1, 2020: 4%
September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided._

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)		Employee Signature:									
Employee ID:		Telephone No:									
Employee Address:		Work Location:									
1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one:											
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3											
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.											
First Day of Absence: _____		General Nature of Illness (<i>please do not include diagnosis</i>): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days			Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours			Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

**LETTER OF AGREEMENT #2
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

**LETTER OF AGREEMENT #3
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**LETTER OF AGREEMENT #5
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

**LETTER OF AGREEMENT #6
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

**LETTER OF AGREEMENT #7
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.-

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);

- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

**LETTER OF AGREEMENT #10
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF-provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

**LETTER OF AGREEMENT #11
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

**LETTER OF AGREEMENT #13
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION
UNTIL AUGUST 31, 2019**

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.

2.1.2 The appointed independent experts will:

- a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
- b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
- c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.

2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.

2.1.4 All voting requires a simple majority to carry.

2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1** The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance

carrier's most recent yearly statement for the year ending no later than August 31, 2015.

- d. The Trust shall retain rights to the data and the copy of the software systems.

4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.

4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.

4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.

4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

- a. If available, the paid premiums or contributions or claims costs of each group; or
- b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated.

Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as

they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.

5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.

5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:

- a. Validation of the sustainability of the respective Plan Design;
- b. Establishing member contribution or premium requirements, and member deductibles;
- c. Identifying efficiencies that can be achieved;
- d. Adopting an Investment Policy; and
- e. Adopting a Funding Policy.

5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
- b. Fund claims stabilization or other reserves;
- c. Improve plan design;
- d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and

e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 **Accountability**

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION
UNTIL AUGUST 31, 2019**

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STDLP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;

2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

PART B
OSSTF LOCAL AGREEMENT

ARTICLE 1 - PURPOSE

- 1.1 It is the intent and purpose of the parties to this Agreement, hereinafter referred to as the "Collective Agreement" or the "Agreement," to set forth certain conditions of employment agreed to between the parties.

ARTICLE 2 - RECOGNITION

- 2.1 The Simcoe County District School Board, hereinafter referred to as "the board", recognizes the Ontario Secondary School Teachers' Federation, District 17 (Simcoe) (Occasional Teachers' Bargaining Unit), hereinafter referred to as "the Unit", as the exclusive bargaining agent for all occasional teachers employed by the Simcoe County District School Board in its secondary schools.
- 2.2 No person working as a full-time permanent teacher shall be covered by this Agreement while so working. However, a person who is employed as a part-time permanent teacher with the board and who is accepted by the board for additional employment as an occasional teacher, shall be covered by this Agreement in respect of such occasional teaching employment.

ARTICLE 3 - TERM OF AGREEMENT

- 3.1 This Agreement shall be in effect from September 1, 2019 and shall remain in effect until August 31, 2022, and from year to year thereafter, unless either party notifies the other party in writing as to its desire to renew the Agreement with or without modifications, pursuant to Section 59.1 of the Ontario Labour Relations Act.

ARTICLE 4 - DEFINITIONS

- 4.1 "Bargaining Unit" means the OSSTF District 17 (Simcoe) Occasional Teachers' Bargaining Unit.
- 4.2 "Board" means the Simcoe County District School Board.
- 4.3 "Casual Occasional Teacher" means all other occasional teachers not covered by the definition in 4.4.
- 4.4 "Long-term Occasional Teacher" means an occasional teacher who is employed for a period of ten (10) or more consecutive instructional days as the replacement for the same teacher, at which time the occasional teacher shall be placed retroactively on the salary grid according to qualifications and experience.
- 4.5 "Days" shall mean instructional days as per the Education Act.
- 4.6 "List" means the Occasional Teachers' List as outlined in Article 12.
- 4.7 "Lockout" means the closing of a place of employment, a suspension of work or a refusal by the board to continue to employ a number of occasional teachers, with a view to compel or induce the occasional teachers, or to aid another employer to compel or induce that employer's employees, to refrain from exercising any rights or privileges under this Act or to agree to provisions or changes in provisions respecting terms or conditions of employment or the rights, privileges or duties of the board, the trade union, or the occasional teachers.

- 4.8 "Occasional Teacher" means a teacher who is employed by the board to teach as a substitute for any teacher who is, or was, employed by the board in a position that is part of the regular teaching staff including continuing education teachers.
- 4.9 "Strike" means a cessation of work, a refusal to work or to continue to work by occasional teachers in combination or in concert or in accordance with a common understanding, or a slow-down or other concerted activity on the part of occasional teachers designed to restrict or limit output.
- 4.10 "Teacher" means a member in good standing with the Ontario College of Teachers.
- 4.11 "Emergency" is defined as an unforeseen circumstance arising during the day.
- 4.12 "Emergency Teacher Replacement Duty" is defined as an unforeseen circumstance arising during the day where a teacher is required to perform the duties of another teacher.
- 4.13 "Instructional Day" means a school day that is designated as an instructional day on a school calendar.

ARTICLE 5 - STRIKES AND LOCKOUTS

- 5.1 The board and the Bargaining Unit agree that there shall be no strike or lockout during the term of this Collective Agreement.

ARTICLE 6 - PROBATIONARY PERIOD

- 6.1 An occasional teacher new to the board's List, who has not previously completed satisfactorily a probationary period as a contract teacher with the Simcoe County District School Board, shall serve a probationary period of sixty (60) teaching days. The probationary period will include an evaluative process.
- 6.2 The probationary period as defined in 6.1 will not be considered complete until the occasional teacher has successfully completed the evaluative process.
- 6.3 The board retains the right to extend the probationary period and evaluative process as required by the circumstances.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.1 The right to manage and conduct the business of the board is vested with the board and its administration, save and except to the extent specifically modified by a provision of this Agreement. Without limiting the foregoing, the board's rights shall include the right to hire, assign, evaluate, promote and transfer occasional teachers, including the assessment of requirements and qualifications for assignment; the right and responsibility to demote, discipline, suspend or discharge occasional teachers only for just cause; the right to release probationary occasional teachers; the right and responsibility to approve the services and courses to be provided and to alter, eliminate, establish or change services, courses and objectives; the right to determine the programs and activities offered by the schools; the right to determine job content and functions to be performed; the right to approve the number of students to be allocated to a program, class size, subjects to be taught, the designation or establishment of organizational units; the right to select persons for positions of responsibility; the right to determine the hours of school, the school year, the holidays to be observed; the right to make, change and enforce reasonable rules and regulations and all other such aspects of the board's jurisdiction as in the legislation and regulations pertaining to education

and labour in the Province of Ontario.

The board retains those management rights not limited by this Collective Agreement.

- 7.2 The rights referred to in Article 7.1 shall be exercised subject to the provisions of the Collective Agreement.

ARTICLE 8 - COMMITTEES

- 8.1 (a) The Bargaining Unit shall notify the Manager of Human Resource Services (or designate) of the names of its representatives to the negotiating committee.
- (b) Occasional teachers serving on the Collective Bargaining Committee shall receive salary for a total maximum of twenty-four (24) days spent negotiating with the board's negotiating committee prior to conciliation, provided the time involved interrupts a planned teaching assignment, or a
- (c) call to teach on the day of negotiations.
- 8.2 A Teacher-Board Liaison Committee shall be established to provide a forum for exchange of ideas concerning issues of common interest. The committee shall consist of a minimum of two (2) members of the Bargaining Unit and a minimum of two (2) members of the Simcoe County District School Board administration. The Committee will meet on a mutually agreed to date, at the request of either party.
- 8.3 Employer paid time release shall be granted to occasional teachers for union business which convenes during work hours.

The bargaining unit shall reimburse the employer for all costs associated with the union release. The Federation will utilize the union release request form in advance of the request.

ARTICLE 9 - UNION MEMBERSHIP AND DUES CHECK OFF

- 9.1 All occasional teachers shall, as a condition of employment, pay Bargaining Unit dues in accordance with Section 47 of the Ontario Labour Relations Act, and are automatically members of the Bargaining Unit.
- 9.2 The board shall deduct from every salary payment to an occasional teacher bargaining unit dues as follows:
- (a) the percentage authorized by provincial OSSTF in official correspondence to the board, such dues to be forwarded to the provincial organization; and
- (b) the percentage authorized by the OSSTF District 17 Occasional Teachers' Bargaining Unit at the Annual Meeting in official correspondence to the board from the Local President, such dues to be forwarded to the local bargaining unit at the OSSTF District 17 office.

In the event that no correspondence is received by the board by July 31st, the board will assume that the percentages in (a) and (b) will remain unchanged and they will proceed with the collection and forwarding of the respective dues commencing at the beginning of the school year.

- 9.3 Dues deducted in accordance with Article 9.2 (a) shall be remitted to the Treasurer of Ontario Secondary School Teachers' Federation, 60 Mobile Drive, Toronto, M4A 2P3 within 30 days of the dues being deducted.

Ontario Secondary School Teachers' Federation District 17 (Occasional Teachers' Bargaining Unit) shall indemnify and save the board harmless with respect to all claims, suits, judgements, attachments and any form of liability as a result of the deductions and remittance of dues, fees and levies by the board pursuant to the Article.

- 9.4 The levy deducted in accordance with Article 9.2 (b) shall be remitted to the Treasurer of the Bargaining Unit in the month following receipt of the dues.
- 9.5 The board agrees to inform each new occasional teacher that a collective agreement is in effect and that it is available on the board's staff website. The Union agrees to post the Collective Agreement on the bargaining unit's website for all occasional teachers to access.
- 9.6 The board will provide to the OSSTF Occasional President an electronic report which includes all occasional teachers and their status.
- 9.7 The Collective Agreement will be posted on the staff website.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

- 10.1 No teacher shall be discharged or disciplined in any way without just cause. Such cause shall be provided to the teacher, in writing, within five (5) working days from the time the teacher is informed of the discharge or discipline.
- 10.2 (a) It is understood that non-disciplinary, informal coaching and mentoring conversations occur between an occasional teacher and their supervisor.
- (b) In the event that the board requires an occasional teacher to meet with their supervisor to formally investigate the professional conduct of a teacher as part of the discipline process, which may result in a reprimand, suspension or discharge, the supervisor will inform the teacher that they have the right to have an OSSTF representative present and will inform the OT Bargaining President that a meeting is to take place.
- (c) The Union representative shall be available for such meetings(s) within a reasonable period of time.
- 10.3 Notwithstanding Article 10.1, the board may discharge probationary occasional teachers at its discretion, provided such discretion is not exercised in a manner that is arbitrary, discriminatory or in bad faith.
- 10.4 A teacher whose membership in the Ontario College of Teachers is not in good standing will be terminated and their name will be removed from the List. Should the teacher's membership in the College be renewed within ten (10) days of notification, the teacher may be returned to the List at the board's discretion. During the ten (10) days the teacher will not be working and will be unpaid.
- 10.5 (a) At the request of the occasional teacher, documents contained in an occasional teacher's personnel file, which are disciplinary, shall be removed once a period of three (3) years has elapsed following the imposition of the discipline, provided there has been no further disciplinary action taken against the employee during

- that intervening period.
- (b) Notwithstanding Article 10.5 (a), performance evaluations and documents related to investigations or disciplinary action in cases of harassment or abuse, or in matters for which there is a statutory requirement for retention, shall not be removed.
 - (c) Disciplinary documents removed from an employee's personnel file in accordance with this Article shall not be used against the employee.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.1 It is mutually agreed that it is the spirit and intent of this Agreement to settle, in orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement. Any grievance that is received after 4:30 p.m. will be considered as filed for the next business day.

11.2 Definitions

- (a) A "grievance" shall be defined as any difference arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- (b) "Days" shall mean instructional days as per the Education Act.

11.3 Types of Grievances

- (a) Individual grievance: a grievance relating to a particular teacher, launched by the Bargaining Unit on behalf of that teacher if requested to do so in writing by the teacher. The relief sought in the grievance shall relate to that person only.
- (b) Group grievance: a grievance relating to a listed group of teachers, launched by the Bargaining Unit on behalf of those teachers if requested to do so in writing by those teachers. The relief sought in the grievance shall relate only to those listed teachers.
- (c) Policy grievance: a grievance concerning an alleged violation of the Agreement which could not be grieved as either an individual or a group grievance, launched by the Bargaining Unit on behalf of its members.
- (d) Management Grievances: a grievance filed by the Employer with respect to the conduct of the Union, its officers or stewards, or any complaint that a contractual obligation undertaken by the Union has been violated. Management grievances are filed with the Bargaining Unit. If such a grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the same way as the grievance of an employee.

11.4 Informal Stage

Any dispute, to be recognized as either an individual or group grievance, must first be discussed between the occasional teacher and their supervisor within ten (10) school days of the day the teacher became aware of the circumstances giving rise to the grievance. The supervisor shall respond to the occasional teacher within ten (10) days of this discussion. If the occasional teacher is unable to resolve the dispute by informal discussion, the Bargaining Unit may file a formal grievance at Step One.

11.5 Step One

If the dispute is not settled on the basis of the informal discussion as set out in Article 11.04, the Bargaining Unit shall submit a formal grievance notice in writing to the Superintendent of Human Resource Services, or designate, within ten (10) days of receipt by the teacher(s) of the response of the principal(s) or supervisor(s).

The formal grievance notice shall set out the facts of the grievance together with the provisions of this Collective Agreement alleged to have been violated.

The Superintendent of Human Resource Services, or designate, shall provide a written answer within ten (10) days of receipt of the formal grievance.

11.6 Step Two

If the grievance is not settled on the basis of the answer given in Step One, the Bargaining Unit shall, within ten (10) days of receipt of the Step One answer, notify the Superintendent of Human Resource Services, or designate, in writing, that a meeting with the Director of Education, or designate, is requested.

The Director of Education shall meet with up to three (3) members of the Bargaining Unit and up to three (3) members of administration within ten (10) days of receipt of the notice or as may be mutually agreed after that date.

The Director of Education, or designate, shall provide a written answer within ten (10) days of the date of the meeting.

11.7 Step Three

If the grievance is not settled on the basis of the answer given in Step Two, the Bargaining Unit may, within ten (10) days of the receipt of the Step Two answer, notify the Director of Education, in writing, of its desire to submit the grievance to arbitration.

The board and the Bargaining Unit agree that matters to be arbitrated will be submitted to an arbitrator. The arbitrator may be chosen with the agreement of both parties in accordance with the Labour Relations Act.

11.8 Single Arbitrator Option

The parties shall appoint a person to act as an arbitrator. If the Parties are unable to agree upon the appointment of an arbitrator within ten (10) days after the notice is given, the arbitrator shall be appointed by the Minister of Labour for Ontario at the request of either party.

11.9 The arbitrator shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties.

11.10 Each party shall bear, at its own expense, the cost of counsel and its own witnesses or advisors at each step of the grievance procedure.

(a) Each party shall pay one-half of the remuneration and expenses of the Arbitrator.

- 11.11 The parties mutually agree that the Arbitrator has the authority to compel witnesses to attend and give evidence.

Throughout all stages of the grievance procedure, the parties may have the assistance of teachers and other staff members who may be required to furnish information which may be helpful toward resolution of the dispute. Each party will bear the costs for any persons called by them, and all reasonable arrangements will be made for such persons to attend.

- 11.12 All time limits fixed herein for the grievance procedure may be extended only upon the written consent of the parties.

ARTICLE 12 - OCCASIONAL TEACHERS' LIST

- 12.1 An occasional teacher for the purpose of this Article is a teacher who has been certified to teach by the Ontario College of Teachers and who has a current Certificate of Qualification and is in good standing.

- 12.2 (a) The board will maintain a Supply List of active occasional teachers with a maximum (CAP) of 30% of the number of permanent secondary teachers employed by the board. An active occasional teacher is available to accept daily casual assignments and is not in a full time long-term assignment or other board assignment and not on a statutory or board approved leave.

Bargaining unit officers will not be considered part of the CAP.

- (b) The board may exceed the numbers on the List specified in Article 12.2 (a) when, in its opinion, a need is identified. This will be done in consultation with the Bargaining Unit.
- (c) The board may temporarily add an occasional teacher to the List when an "active" teacher becomes listed as "inactive" by virtue of accepting an extended occasional teaching assignment or by otherwise removing their name temporarily from the List. At the completion of the assignment or a return to the List, the board will resume compliance with the cap through natural attrition.
- (d) Where an occasional teacher requests, in writing, that their name be permanently removed from the List, it will be removed as soon as operationally possible.
- (e) The board may fill a vacancy that is anticipated to be a long-term vacancy with an occasional teacher who is not on the List defined in this Article.
- (f) The Supply List will be reviewed as needed.
- (g) Occasional teachers who are available for work fewer than five (5) full days per week will be pro-rated when determining the numbers specified in Article 12.2 (a).
- (h) Any concerns with the Supply List may be brought to the Teacher-Board Liaison Committee.
- 12.3 (a) An occasional teacher on the List is required to work a minimum of ten (10) assignment days per semester 1 and fourteen (14) assignment days per semester 2. An occasional teacher who does not meet this requirement will be removed from the List.

- (b)
 - (i) An occasional teacher on the List is required to accept the first assignment that is more than 0.50 FTE for which they are qualified.
 - (ii) An occasional teacher on the List is required to select four (4) schools for which they will accept assignments.
 - (iii) An occasional teacher is required to identify their availability in the absence replacement system on a daily basis.
 - (iv) Occasional teachers are not permitted to cancel an assignment on the same day as the assignment and subsequently accept another assignment on that day from the board.
 - (v) In the event of an emergency requiring cancellation of an assignment on the same day, the occasional teacher will contact the school within 75 minutes of the start time of the assignment, to advise of the cancellation. The board may request documentation regarding the nature of the emergency.
 - (vi) Occasional teachers who fail to comply with Articles 12.3 (b)(i), 12.3 (b)(ii) and 12.3 (b)(iii), 12.3 (b)(iv), and 12.3 (b)(v) may be removed from the List.
- (c) A half-day counts as one assignment.
- (d) An occasional teacher may request two times only (except in exceptional circumstances and at the sole discretion of the Superintendent of Human Resource Services) during their employment, to be temporarily removed from the Supply List if they expect to be unable to meet the minimum work requirement that school year. At the completion of that school year, the occasional teacher will be returned to the Supply List.

The teacher is required to request the leave in writing no later than June 1 for leaves starting the following September and January 1 for leaves starting at the beginning of Semester II of that school year. Teachers will still be required to work their pro-rated number of assignments leading up to their requested leave.

The application for a leave of absence will include reasons and details regarding the purpose of the proposed leave. All other requests will be reviewed on a case by case basis, effective date of receipt.

- (e) An occasional teacher who is not able to meet the minimum work commitment outlined in this Article due to a statutory or board approved leave must submit a letter requesting temporary removal from the Supply List for up to a maximum of one (1) year, along with supporting documentation. Upon notification to the board of their ability to return to work, they will be returned to the Supply List. The union recognizes the cap may be pierced through this process, but will be reduced through natural attrition.

It is the occasional teacher's responsibility to make themselves unavailable in the absence replacement system for the duration of their leave. The occasional teacher is also responsible to ensure that they reactivate their profile in the absence replacement system upon their return in accordance with 12.4 (b).

- (f) An occasional teacher who is removed from the supply list due to failing to meet the requirements in the Collective Agreement may apply in writing to the Manager of Human Resources describing the exceptional circumstances which lead to them not fulfilling their obligations. Such reinstatement shall not be unreasonably denied. The Manager of Human Resources may at his or her discretion decide to reinstate the occasional teacher to the supply list.
- 12.4
- (a) It is understood that the absence replacement system is programmed to call at predetermined hours of the day. The board, in consultation with the Bargaining Unit, may change such times as required to meet the needs of the schools.
 - (b) It is the responsibility of an occasional teacher to notify the absence replacement system if they are temporarily unavailable for work. Once the absence replacement system is so notified, it will not call an occasional teacher for assignment during the period of unavailability. This applies to occasional teachers who are not available to work daily and includes those in long-term assignments, on approved leaves, working in continuing education, or in a partial contract.
 - (c) The board may use uncertified people in order to meet its needs when the absence replacement system has been unable to fill the job. A call-out may be stopped once the start of the assignment has begun.
 - (d) The Bargaining Unit and the occasional teachers will accept the integrity of the absence replacement system used to fill vacant positions. Uncertified teachers will not be contacted unless there are no certified teachers available.

ARTICLE 13 - EMPLOYEE BENEFITS

13.1 Sick Leave

- (a) Accumulated sick leave days may not be used if an occasional teacher cannot commence an assignment. Accumulated sick leave days cannot be carried forward to subsequent school years.
- (b) In the case of personal illness, the board may require a certificate acceptable to the board from a qualified medical practitioner prior to the payment of wages through the utilization of sick leave credits.

If an employee is quarantined, required documentation will be a legal order for quarantine or isolation by a quarantine officer or a public health official due to either having a contagious disease or has been exposed to a contagious disease, in an attempt to prevent the spread of the disease
- (c) An occasional teacher who is unable to report to work must report such absence to the board in a manner determined by the board.
- (d) An occasional teacher who is unable to report to work on the day of the assignment as a result of an unforeseen circumstance "emergency" must immediately cancel the assignment in the absence replacement system as well as contact the school. The board may request reasonable documentation to support the cancelled assignment.

ARTICLE 14 - LEAVES

14.1 With the prior approval of the principal, a long-term occasional teacher may utilize allocated absence credits to cover the following absences which occur during an assignment. Documentation may be requested to support the absence:

- (a) serious accident or illness in the immediate family for a maximum of two (2) days on any one occasion; immediate family to include spouse, children, mother, father;
- (b) bereavement leave for a maximum of three (3) days for spouse, children, mother, father, siblings and grandparents;
- (c) jury duty where the long-term occasional teacher must be absent from an assignment by reason of a summons to serve as a juror, or a subpoena as a crown witness in any proceedings to which they are not a party or one of the persons charged. Payment shall be the difference between normal earnings and the fees received as a juror or as a witness.

14.2 Inclement Weather

- (a) (i) All daily occasional teacher assignments, excluding Simcoe Shores S.S. will be cancelled in the zones where buses are cancelled due to inclement weather.

All occasional teachers are expected to check the board website, social media accounts and/or media outlets regarding bus cancellations. Daily occasional teachers will not be paid for the day if assignments are cancelled due to inclement weather. Principals may call in an occasional teacher for individual programs if necessary.

- (ii) Simcoe Shores S.S. assignments may continue on inclement weather days. If an assignment is cancelled in the absence replacement system a minimum of seventy-five (75) minutes before the start time, the occasional teacher will not be paid for the assignment. In the event the assignment has not been cancelled in the absence replacement system with a minimum of seventy-five (75) minutes before the start time and upon reporting to the school, the occasional teacher will be provided with an assignment. Upon acceptance, the occasional teacher shall be paid for the portion of the day that the assignment entailed, which shall not be less than one-half day.
- (b) In the event that a long-term occasional teacher cannot report to work due to extreme weather conditions and has notified the principal of such, on the recommendation of the principal, the long-term occasional teacher may, after the twentieth (20th) day of each assignment, utilize allocated absence credit in order to avoid loss of salary for the day.
- (c) An unpaid absence due to extreme weather conditions will not count towards an occasional teacher's ten-day assignment; however, it will also not interrupt the continuity of the assignment.

ARTICLE 15 - SALARY

15.1 Initial Category & Grid Step Determination

All newly hired teachers will be placed at the lowest Category and Step 0, until documentation related to category placement as per 15.2 and previous teaching experience as per 15.3 has been received.

15.2 Category Ratings & Changes

- (a) Qualifications Evaluation Council of Ontario (QECO) are the only statements acceptable for verification of placement. Any changes to the current OSSTF Certification Plan must be approved by the board and the Bargaining Unit for recognition by the board in teacher group placement.
- (b) A long-term occasional teacher who holds a current Ontario College of Teachers Certificate of Qualification but who does not hold a QECO rating statement shall be paid at the lowest category of the salary schedule of the Collective Agreement between the Simcoe County District School Board and OSSTF District 17 (Simcoe), Teachers' Bargaining Unit, with experience as recognized under Article 15.3 of this Collective Agreement.
- (c) Upon Human Resource Services receiving, a QECO rating statement from a long-term occasional teacher, the long-term occasional teacher shall be paid according to the corresponding salary group on the current salary schedule of the Collective Agreement between the Simcoe County District School Board and OSSTF District 17 (Simcoe), Teachers' Bargaining Unit, with experience as recognized under Article 15.3 of this Collective Agreement.
- (d) All requests for a salary adjustment, as a result of a category change, will be made through an on-line application supplied by the board (Intent to Change Salary Category application form). Changes in qualifications which result in a teacher being placed in a higher category shall be effective September 1, provided that:
 - (i) Where a teacher has completed all the course work and qualifies for a change in category prior to the first day of September, the salary adjustment will be made effective from the beginning of school in September of that year. Proper documentation must be submitted (QECO rating certificate and the Intent to Change Salary Category application form) to the board on or before February 1 of the same school year.
 - (ii) If a copy of the application (Intent to Change Salary Category application form) and proper documentation (QECO rating statement) for such change in category is submitted to the Human Resource Services, after February 1, then the adjustment will be made effective the first day of the following school year in September.

15.3 Teaching Experience

- (a) A new occasional teacher hired into a long term occasional assignment must provide documentation acceptable to the board of previous experience. From date of hire, supporting documentation must be provided to Human Resource Services within 60 days in order to be retroactive to start of the assignment. If documentation is received after sixty (60) days, it will be effective upon receipt. Experience will not be recognized prior to the receipt of such documentation.

- (b) Teaching experience earned to September 1 of the current school year shall be calculated in the following manner:
- (i) Part-time or full-time elementary or secondary school teaching experience in Canada, gained while engaged as a certified teacher in a permanent position or on a long term occasional assignment shall be credited by the board in determining a long-term occasional teacher's placement on the salary grid.
 - (ii) Part-time or full-time elementary or secondary school teaching experience in schools located outside Canada, gained while engaged as a certified teacher in a permanent position or on a long-term occasional assignment, may be accepted at the discretion of the Superintendent of Human Resource Services or designate. In order for this experience to be considered, an occasional teacher must provide documentation acceptable to the board that confirms the school follows a curriculum that is equivalent to the curriculum set by the Ministry of Education.
 - (iii) Part-time experience shall be pro-rated.
 - (iv) Effective September 1, 2015, continuing education teaching experience with any Ontario School Board will be recognized on a 1:1 basis. One (1) year of continuing education service and experience shall equal to teaching six hundred and sixty (660) hours of continuing education credit courses. Less than six hundred and sixty (660) hours of continuing education credit courses shall be pro-rated.
 - (v) No teacher shall accumulate service exceeding (1) full year.
 - (vi) Teaching experience on a long-term occasional assignment shall be credited on the basis of one month equals .1 of a school year (20 days).
 - (vii) Teaching experience shall be calculated to the nearest full year (5 complete teaching months or more shall be taken to the next full year).

15.4 When an occasional teacher is contacted and accepts an assignment after the start of the instructional day, the teacher shall be paid for the periods for which they work.

15.5 (a) A casual occasional teacher shall be paid for each full day of employment a fraction (1/212) of QECO A1, Year 0 of the permanent teachers' salary schedule. Daily rates will be:

Effective September 1, 2019 – 1% increase: \$234.72

Effective September 1, 2020 – 1% increase: \$237.06

Effective September 1, 2021 – 1% increase: \$239.44

The salary paid is inclusive of statutory holiday pay, vacation pay and any other statutory or other required payment.

- (b) In the event that the Elementary Teachers' Federation of Ontario (Occasional Teachers' Local – Simcoe County) negotiate a collective agreement with the Simcoe County District School Board that includes an improvement to their current fraction of 1/212 that determines their daily rate, the board and the Ontario Secondary School Teachers' Federation - District 17 (Simcoe) (Occasional Teachers' Bargaining Unit) will apply the enhancement to the fraction referred to herein at midnight on August 31, 2012. No other proposals or demands will be submitted or considered by either party in the context of this exercise.

15.6 Each amount paid to an occasional teacher under this Article and any applicable allowance paid under Article 17 shall be reduced by an amount equivalent to the total of vacation and

statutory holiday pay to which the occasional teacher is entitled under applicable legislation. Vacation pay and statutory holiday pay shall be paid over and above the reduced basic salary. Vacation pay will be itemized on the teacher's paystub.

- 15.7 (a) (i) A casual occasional teacher shall be paid for a full day or for one-half of a day based on the number of minutes of assigned duties. One hundred and fifty-six (156) minutes or less will be considered to be one-half day and more than one hundred and fifty-six (156) minutes will be considered a full day. No occasional teacher shall be paid any greater than 1.17 FTE per day.
- (ii) Assigned duties for pay purposes shall be restricted to the following:
- instructional duties (credit and credit equivalent programs);
 - equivalent programs;
 - special duties (library, guidance, etc.);
 - supervision duties beyond those included in equivalent programs.
- (iii) Assigned duties do not include:
- home room/announcements;
 - the time required under section 20.(d) of Regulation 298 of the Education Act.
- (b) (i) The full-time equivalency (FTE) of a long-term occasional teacher shall, for salary purposes, be calculated on a semester basis in accordance with Article 12.01 in the current collective agreement between the board and its permanent secondary school teachers.
- (ii) The full-time equivalency (FTE) of a long-term occasional teacher shall, for salary purposes, be calculated in the same manner as applies to permanent teachers.
- 15.8 (a) If an assignment is cancelled in the absence replacement system a minimum of seventy-five (75) minutes before the start time, the occasional teacher will not be paid for the assignment. With the exception of inclement weather as stated in (14.2 (a)(i)), in the event the assignment has not been cancelled in the absence replacement system with a minimum of seventy-five (75) minutes before the start time and upon reporting to the school, the occasional teacher may be offered an alternative teacher/supervision assignment at that location. Upon acceptance the occasional teacher shall be paid for the portion of the day that the assignment entailed, which shall not be less than one-half day.
- (b) Notwithstanding 16.10 (a), a casual occasional teacher will not be paid for a day where a school has been closed and such closure has been broadcast by the media.
- 15.9 When determining the rate of pay for a long-term occasional teacher, neither board designated PA days nor days lost due to school closures shall be considered to have interrupted the continuity of the assignment.
- 15.10 The calculation of full-time equivalency and/or a full day for pay purposes is affected by government legislation and by the terms and conditions relating to workload, as defined in the Collective Agreement between the board and its permanent secondary school teachers that is in effect on the date of the assignment. Should there be changes to required workload and to such terms and conditions governing workload in the permanent secondary teacher agreement, then such changes will be made at that time to the

calculation of full-time equivalency under this Collective Agreement retroactive to the effective date of the changed terms/legislation so as to maintain the intended relationship with the permanent secondary school teachers.

- 15.11 In the event of an overpayment of any monies, the parties agree that the amount of overpayment shall be repaid to the board immediately, unless some other mutually acceptable schedule of repayment is arranged with the board.

In the event of an underpayment of any monies by the board, the parties agree that the amount of underpayment shall be paid to the teacher as soon as practical on the nearest regularly schedule pay date.

15.12 Pregnancy Leave Benefits – SEB Plan as Per Central Agreement

- (a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- (b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- (c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- (d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- (e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- (f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- (g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- (h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- (i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- (j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- (k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy

benefits shall commence on the first day after the unpaid period.

- (l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay

ARTICLE 16 - RELATED TRADE OR BUSINESS EXPERIENCE

- 16.1 At the discretion of the Superintendent of Human Resource Services, a salary adjustment may be granted to a long-term occasional teacher for related trade or business experience gained prior to the date of hire.

Each year of related trade or business experience beyond the minimum required for basic teaching qualifications shall count as one half-year of teaching experience for the purpose of initial placement on the grid, to a maximum of grid step 5.

Long-term occasional teachers who are employed at the time of ratification of the collective agreement, and who are in receipt of a related trade or business experience allowance, will be placed on the next closest grid step that is equal to or higher than their current compensation including the existing allowance.

- 16.2 The teacher will provide the Superintendent of Human Resource Services with written verification of the trade or business experience by June 1 of the current school year.

ARTICLE 17 - PAY PERIOD

- 17.1 Occasional teachers will be paid every two weeks on a schedule determined by the board.
- 17.2 Each occasional teacher shall provide to the board the name of the bank or trust company and the account number to which payment will be made by means of direct deposit.

ARTICLE 18 - WORKING CONDITIONS

- 18.1 (a) A long-term occasional teacher ceases to be such upon the earliest of:
- (i) the return to teaching of the teacher being replaced; or
 - (ii) the end of the semester; or
 - (iii) the end of the school year; or
 - (iv) the written resignation of the occasional teacher; or
 - (v) the completion of the assignment as determined by the board. If the reason for the determination of completion is unusual, the board will notify the Union of the reason.

The above is not an exhaustive list of when a long-term occasional teacher's assignment can end.

- (b) Notwithstanding Article 18.1 (a) (ii) and (iii), the board may extend the assignment into the next semester or into the next school year.

- 18.2 Notwithstanding Article 18.1 (b), if an occasional teacher substitutes for a teacher who has died during a school year, the teacher's employment as the substitute for him/her shall not extend past the end of the semester in which the death occurred.
- 18.3 A long-term occasional teacher will be given a minimum of two (2) days' notice of the termination of the assignment should the teacher being replaced return prior to the anticipated date of return.
- 18.4 Normally an occasional teacher shall be assigned the timetable of the teacher being replaced including scheduled and emergency supervision duties; however, the board may, at its discretion, assign only a portion of that assignment. This article does not restrict the board's right to assign the timetable of more than one teacher, providing the number of periods does not exceed three (3) periods, unless one of the periods is a scheduled on-call period of the absent teacher.
- 18.5 By prior appointment, an occasional teacher will have access during normal business hours to their board personnel file in the presence of staff from Human Resource Services. Where the employee authorizes in writing access to their board personnel file by another person acting on their behalf, the board shall provide such access by appointment as well as copies of materials contained therein if also authorized and requested.
- 18.6 School administration shall ensure that casual occasional teachers are provided with an Occasional Teacher Information Handbook, as outlined in the Board Administrative Procedures Memorandum.
- 18.7 Daily occasional teachers may be required to complete up to a maximum of four (4) full seventy-five (75) minute emergency duty periods per school year.
- 18.8 Daily occasional teachers are responsible for tracking the total number of Emergency Teacher Replacement Duties using the Occasional Teacher Emergency Record Card found on the staff website.
- 18.9 Occasional teachers are provided with a board email address and are expected to monitor this account weekly to support their work within the Simcoe County District School Board.

ARTICLE 19 - PROFESSIONAL DEVELOPMENT

- 19.1 The board shall allocate \$3,000 (three thousand dollars) per school year to be dispersed by the Unit for the education and professional development of their members scheduled outside the work day. Any release during the work day will first need to be requested by the occasional teacher. The board will determine approval or denial of the request. The Unit shall report to the board on an annual basis the expenditures for the use of these funds.

ARTICLE 20 – HEALTH AND SAFETY

- 20.01 The board recognizes its obligations to provide a safe and healthy environment for the employees and to carry out all the duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

ARTICLE 21 – RETURN TO WORK/ACCOMMODATION

- 20.01 The board recognizes that the employee has the right to Union Representation at return to work/employment accommodation meetings.

ARTICLE 22 - SIGNATURES

In witness whereof, each of the parties hereto has caused this Agreement to be signed by it's duly authorized representatives as of the day and year written below.

SIMCOE COUNTY DISTRICT
SCHOOL BOARD

ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
DISTRICT 17 (Simcoe)
(Occasional Teachers' Bargaining Unit)

Dated at Midhurst this _____ day of _____, 2020.

LETTER OF UNDERSTANDING #1

BETWEEN:

The SIMCOE COUNTY DISTRICT SCHOOL BOARD

of the First Part

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

District 17 (Simcoe) (Occasional Teachers' Bargaining Unit)

of the Second Part

Strategies for Preventing Unfilled Assignments

A) Occasional Teacher Supplemental Supply List (SSL)

The SSL will be staffed up to a maximum of 150. If experience indicates that this maximum does not produce the expected result of eliminating the problem of unfilled jobs, the board, in consultation with the union may increase this maximum up to 200.

Assignments will first be available to members on the Main Supply List (MSL) followed by members on the SSL. Members on the SSL will follow the expectations set out in article 12 – Occasional Teachers' List.

Retired teachers will be added to the SSL without an interview based on the recommendation of their principal.

Effective September 1, 2020, assignments that teachers on the SSL complete shall be counted towards the requirements indicated in Regulation 274.

B) Daily Assigned Supply (DAS)

DAS opportunities shall be posted and the board will draw from the created pool of DAS teachers for assignments. Teachers in a DAS role will complete the daily assignments provided by the board. A DAS will be considered a Long-Term Occasional Teacher (LTO).

C) Any other strategies or alterations to the strategies above for which both parties are in agreement.

This Letter of Agreement will remain in effect for the term of this Collective Agreement and may be renewed by mutual agreement.

Dated at Midhurst this _____ day of _____, 2020.

SIMCOE COUNTY DISTRICT
SCHOOL BOARD

ONTARIO SECONDARY
SCHOOL TEACHERS' FEDERATION
DISTRICT 17 (Simcoe)
(Occasional Teachers' Bargaining Unit)

COLLECTIVE AGREEMENT

BETWEEN

SIMCOE COUNTY DISTRICT SCHOOL BOARD

AND THE

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 17, SIMCOE
TEACHERS' BARGAINING UNIT**

SEPTEMBER 1, 2019 to AUGUST 31, 2022

SIMCOE COUNTY DISTRICT SCHOOL BOARD

Board of Trustees

Donna Armstrong	Trustee – Innisfil
Peter Beacock	Trustee – Oro-Medonte and Springwater
Sarah Beitz	Trustee – New Tecumseth
Tyler Boswell	Trustee – Midland, Penetanguishene, Tay and Tiny
Debbie Connors	Trustee – Bradford and West Gwillimbury
Jodi Lloyd	Chairperson – Orillia, Ramara and Severn
Beth Mouratidis	Trustee – Barrie, Wards 4, 5 and 6
Robert North	Vice-chairperson – Adjala-Tosorontio, Clearview, CFB Borden and Essa
David O'Brien	Trustee – Barrie, Wards 1, 2 and 3
Paula Jade Sandy	Trustee – Representing First Nation Communities
Tanya Snell	Trustee – Collingwood and Wasaga Beach
Lisa-Marie Wilson	Trustee – Barrie, Wards 7, 8, 9 and 10

Administrative Council

Stuart Finlayson	Superintendent of Education, Area A
Douglas Paul	Superintendent of Education, Area B
Dean Maltby	Superintendent of Education, Area C
Charlene Scime	Superintendent of Education, Area D
Daryl Halliday	Superintendent of Education, Area E
Michael Giffen	Superintendent of Education, Area F
John Playford	Superintendent of Education, Area G
Chris Samis	Superintendent of Program (K-6) / Special Education
Dawn Stephens	Superintendent of Program (7-12) / Information Technology
Brian Jeffs	Superintendent of Business and Facility Services / Treasurer
John Dance	Associate Director / Superintendent of Human Resource Services
Steve Blake	Director of Education

Negotiating Team

Abigail DesForges	Manager, Human Resource Services – Chief Negotiator
Dawn Stephens	Superintendent of Program (7-12) / Information Technology
Peter Bowman	Principal, Orillia S.S.
Kelly Lalonde	Principal, Nottawasaga Pines S.S.
Joanne Gemus	Manager of Compensation and Benefits
Carrie Rumble	Human Resource Services Officer
Hannah Cottreau	Human Resource Services Assistant
Kary Hancock	Executive Assistant to the Associate Director

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 17, SIMCOE
TEACHERS' BARGAINING UNIT**

Council 2020-2021

Sarah Agar	Executive Officer (Council), Nottawasaga Pines Secondary School
Thomas Barnes	TBU Officer (Negotiations), Bradford District High School
Chris Bolen	co-Branch President, Orillia Secondary School
Lindsay Burke	Branch President, Elmvale District High School
Steve Campbell	Branch President, Georgian Bay District Secondary School
Frank Cunsolo	Branch President, Stayner Collegiate Institute
Elizabeth Dewey	Branch President, Barrie North Collegiate
Julia Fleming	Branch President, Simcoe Shores Secondary School
Shawn Gibson	CBC Chair, Stayner Collegiate Institute
Jen Hare	TBU President, Eastview Secondary School
Rob Howatson	Branch President, Banting Memorial High School
Chris Humber	Branch President, Bear Creek Secondary School
Andy Kerr	Vice-President (External), Twin Lakes Secondary School
Joe Lamoureux	Health & Safety Officer and Working Conditions Chair, Innisdale Secondary School
Chris Lowery	Branch President, Twin Lakes Secondary School
Robin Malandrino	Vice-President (Internal) and Branch President, Innisdale Secondary School
Sherry McKeever-Walsh	Executive Officer (Communications) and Branch President, Nottawasaga Pines Secondary School
Shawna McPherson	Branch President, Bradford District High School
Megan Middleton	Branch President, Nantyr Shores Secondary School
Amylee Patterson	TBU Officer (Grievance), Orillia Secondary School
Marianna Rallis	Branch President, Eastview Secondary School
Trevor Scott	co-Branch President, Orillia Secondary School
Chris Young	Branch President, Collingwood Collegiate Institute

Negotiating Team

Thomas Barnes	Bradford District High School
Shawn Gibson	Stayner Collegiate Institute
Jen Hare	Eastview Secondary School
Andy Kerr	Twin Lakes Secondary School
Erin Klein	Innisdale Secondary School
Joe Lamoureux	Innisdale Secondary School
Karen Littlewood	Provincial Executive
Shawna McPherson	Bradford District High School
Sherry McKeever-Walsh	Nottawasaga Pines Secondary School
Amylee Patterson	Orillia Secondary School
Dan Staples	Provincial Secretariat

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or

- ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.

- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers’ benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers’ benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers’ benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers’ Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as “Appendix H”) for job classifications that are eligible for benefits.

- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)		Employee Signature:									
Employee ID:		Telephone No:									
Employee Address:		Work Location:									
1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one:											
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3											
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.											
First Day of Absence: _____		General Nature of Illness (<i>please do not include diagnosis</i>): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of hand(s): <table> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately:			Have you discussed return to work with your patient?	
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days			<input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable):			Start Date: dd mm yyyy	
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours				
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

**LETTER OF AGREEMENT #2
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

**LETTER OF AGREEMENT #3
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**LETTER OF AGREEMENT #5
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

**LETTER OF AGREEMENT #6
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);

- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

**LETTER OF AGREEMENT #12
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s

most recent yearly statement for the year ending no later than August 31, 2015.

- d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated.

Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for

any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and

- e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the

difference between the gross amount the teacher receives from E.I. and their regular gross pay;

2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

Part B

Local Agreement

L1.00 PURPOSE

- 1.01 It is the intent and purpose of the Parties to this Agreement hereinafter referred to as the "Agreement" to set forth certain of the conditions of employment agreed to between the Parties.

L2.00 EFFECTIVE PERIOD

- 2.01 This Agreement shall be in effect from September 1, 2019, and shall continue to be in force up to and including August 31, 2022, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 2.02 Notwithstanding the period of notice cited in this article, either party may notify the other, in writing, within the period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.
- 2.03 If either party gives notice of its desire to negotiate amendments in accordance with this article, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations or the renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- 2.04 The Collective Agreement may be altered only through the mutual written consent of the Board and the Bargaining Unit.
- 2.05 The party desiring such an alteration shall give written notice, stating the proposed change to the other party. The other party shall respond to the proposal within fifteen (15) calendar days.
- 2.06 Any recommended alterations shall be subject to ratification procedures of each party.

L3.00 DEFINITIONS

- 3.01 Bargaining Unit: Bargaining unit means District 17 of the Ontario Secondary School Teachers' Federation.
- 3.02 Board: Board means the Simcoe County District School Board.
- 3.03 Continuing Education Teacher: Teachers that deliver secondary school credit and non-credit courses in adult day school, summer school, night school and remedial programs on a term-definite contract.
- 3.04 Contract Teacher: Secondary Teachers that teach in Simcoe County District School Board workplaces excluding Continuing Education Teachers as defined in this article.
- 3.05 Emergency: Emergency is defined as an unforeseen circumstance arising during the day.

- 3.06 Emergency Teacher Replacement Duty: is defined as an unforeseen circumstance arising during the day where a teacher is required to perform the duties of another teacher.
- 3.07 Letter of Permission: Letter of Permission is granted by the Ministry of Education to a board authorizing the board to employ as a teacher a person not qualified as such if the Ministry of Education is satisfied that no teacher is available, but a letter of permission shall be effective only for the period, not exceeding one (1) year, that the Ministry of Education may specify therein.
- 3.08 Lock-Out: Lock-Out shall have the meaning applied to it as defined in the *Ontario Labour Relations Act*, the *Education Act* and other relevant legislation.
- 3.09 Occasional Teacher: Occasional Teacher is a teacher employed by the Board to teach as a substitute for any teacher or temporary teacher who is or was employed by the Board in a position that is part of its regular teaching staff including continuing education teachers but,
- 3.09.a. if an occasional teacher substitutes for a teacher who has died during a school year, the teacher's employment as a substitute for him or her shall not extend past the end of the semester in which the death occurred;
- 3.09.b. if an occasional teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.
- 3.10 Part-Time Teacher: Part-time teacher means a teacher employed by the Board on a regular basis for other than full-time duty.
- 3.11 Party: Party means the Bargaining Unit or the Board.
- 3.12 Probationary Period: Newly hired teachers will be probationary for a period of one (1) complete semester of worked time. The newly hired teachers will be notified in writing of the end date of their probationary period when they sign their new hire paperwork.
- 3.13 Section: A "section" shall mean a teaching assignment that provides for a minimum of 110 hours of instruction. Courses that are less than 110 hours of instruction, for example Civics and Career Education, shall count for the appropriate fraction of a section as determined by the number of instructional hours in relations to 110. A multi-level or multi-grade class assigned for the minimum of 110 hours of instruction will constitute one section.
- 3.14 School Year: School Year means the period prescribed as such by, or approved as such under the Education Act and Regulations. The school board shall comply with the Education Act's stated requirements for professional activity days and examination days as outlined in the Education Act and Regulations during the school year.
- 3.15 Strike: Strike shall have the meaning applied to it as defined in the *Ontario Labour Relations Act*, the *Education Act* and other relevant legislation.

- 3.16 Teacher: A Teacher means a member in good standing with the Ontario College of Teachers, as defined in the Education Act,
- 3.16.1. who holds a valid certificate of qualification as a teacher in Ontario, or
 - 3.16.b. who holds an Interim Certificate of Qualification granted by the Ontario College of Teachers, or
 - 3.16.c. in respect of whom the Ministry of Education has granted a Letter of Permission under the Education Act, and who is employed by a board as a Teacher.
- 3.17 Teacher Replacement Duty: timetabled period where a teacher may be required to perform the duties of another teacher. A teacher shall be credited for the time spent in performing the duties of another teacher if the teacher replacement duty is required and assigned by the principal or vice-principal.

L4.00 RECOGNITION

- 4.01 The terms Union and Bargaining Unit within this document shall be considered to be synonymous.
- 4.02 The Simcoe County District School Board recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the exclusive bargaining agent for teachers who are members of the Bargaining Unit of OSSTF, District 17 Simcoe, and who are employed by the Board, and who are assigned to one or more secondary schools or workplaces to perform duties in respect of such schools all or most of the time.
- 4.03 The Board recognizes the right of the OSSTF to delegate the authority to negotiate on its behalf to the negotiating team of the Bargaining Unit and to withdraw that delegation. OSSTF will inform the Director of Education in writing of such delegation or withdrawal of that delegation.
- 4.04 The Board recognizes the right of OSSTF and/or the Bargaining Unit to represent any teacher at any meeting with the teacher as set out in Article 5.03.
- 4.05 This agreement is binding upon the Board and the Federation that is a party to it and upon the teachers who are members of the Bargaining Unit employed by the Board, in accordance with the Ontario Labour Relations Act and the School Boards Collective Bargaining Act
- 4.06 The Board agrees to advise new teachers at time of first hire that a collective agreement is in effect.
- 4.07 The Board agrees to provide new teachers at time of hire the contact information of the OSSTF District Office.

L5.00 BOARD'S RESPONSIBILITIES AND STATUTORY RIGHTS OF PARTIES

- 5.01 The right to manage and conduct the business of the board resides with the board and its administration except to the extent specifically modified by a provision of this Agreement.
- 5.02 Notification to teachers regarding hiring, promotion, demotion, transfer, discipline, resignation, retirement and termination shall be in writing.
- 5.03 No teacher shall be demoted, discharged, dismissed, or disciplined in any way without just cause. Such cause shall be provided to the teacher, in writing, within five (5) working days from the time the teacher is informed of any such action. It is recognized that a lesser standard of just cause applies to the termination of probationary teachers.
 - 5.03.a Prior to the imposition of any demotion, dismissal, or discipline, there shall be a meeting held between the teacher, the Board representative and an OSSTF Officer or Branch Representative, as determined by the local Bargaining Unit President, to discuss the matter.
 - 5.03.b Prior to any meeting in which the conduct of the member is in question, the administrator shall inform the member that they have the right to union representation.
 - 5.03.c Principals as instructional leaders provide on-going informal coaching and mentoring to teachers regarding effective instructional practice. When in the opinion of the Principal the teacher's performance requires formal evaluation the Teacher Performance Appraisal process shall be initiated.
 - 5.03.c.1 The Board recognizes the right of any member to have representation during these discussions.
- 5.04 Where legislative changes directly affect any provision of this agreement, a meeting may be requested by either party prior to implementation of the legislative changes.
- 5.05 The Board agrees to exercise its rights in accordance with the employment-related Acts and Regulations of Ontario.

L6.00 GRIEVANCE PROCEDURE

- 6.01 It is mutually agreed that it is the spirit and intent of this Agreement to settle, in orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of the Collective Agreement. The Parties agree that they will endeavour to resolve disputes at the earliest step in the grievance procedure. It is understood that, by mutual agreement, the Parties may resolve grievances at any point in the procedure.
- 6.02 Definitions
 - 6.02.a a "grievance" shall be defined as any difference arising from the interpretation, application, administration, or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable.
 - 6.02.b "days" shall mean school days.

- 6.02.c A “supervisor”, for the purpose of this Article, shall mean a principal, vice-principal, superintendent or manager.

6.03 Types of Grievances

- 6.03.a Individual grievance: a grievance relating to a particular teacher, launched by the Bargaining Unit on behalf of that teacher. The relief sought in the grievance shall relate to that person only.
- 6.03.b Group grievance: a grievance relating to a listed group of teachers under a common supervisor, launched by the Bargaining Unit on behalf of those teachers. The relief sought in the grievance shall relate only to those listed teachers.
- 6.03.c Policy grievance: a grievance filed by the Board or the Union based on a dispute arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.
- 6.03.d Management grievance: a grievance filed by the Board based on a dispute arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

6.04 Procedure

- 6.04.a Upon written mutual consent, either Party may refer a grievance directly to arbitration.
- 6.04.b Where a teacher’s employment has been terminated by the Board, the Union may file a grievance. Such grievance shall be filed at Step Three within twenty (20) days of written notification of the termination.

6.05 Informal Stage

- 6.05.a Any dispute, to be recognized as a grievance, must first be discussed with an appropriate supervisor by the Teacher, or a Bargaining Unit Representative, within fifteen (15) school days of the Teacher becoming aware of the circumstances giving rise to the complaint. The Teacher or Bargaining Unit Representative will explicitly advise Management when discussing a dispute that they are attempting to resolve it at the informal stage prior to filing a grievance. If the Teacher and/or Bargaining Unit Representative is/are unable to resolve the dispute by such informal discussion, the Teacher or Bargaining Unit Representative will request and receive a response in writing from the Teacher’s appropriate supervisor within ten (10) school days and the Union may file a formal grievance at Step One.
- 6.05.b The supervisor will be notified in advance of this discussion if both the Teacher and the Bargaining Unit Representative will be participating so that they may arrange to have another administrator present.
- 6.05.c Any dispute to be recognized as a Management grievance, must first be discussed with the President of the Bargaining Unit, or their designate, by the appropriate Human Resource Services representative within fifteen (15)

school days of the Board becoming aware of the circumstances giving rise to the complaint. The Human Resource Services representative will explicitly advise the Bargaining Unit representative when discussing a dispute that they are attempting to resolve it at the informal stage prior to filing a grievance. If the Board is unable to resolve the dispute by such informal discussion, the Board will request and receive a response in writing from the Bargaining Unit representative within ten (10) school days and the Board may file a formal grievance at Step One.

6.06 Step One

- 6.06.a If the Grievance is not settled on the basis of the informal discussion, the Union shall submit the formal grievance notice in writing to the Manager, Human Resource Services, or designate, within ten (10) school days of receipt of the response from the Informal Stage. The Manager, Human Resource Services will not accept grievances at Step One that have not been attempted to be resolved through the informal stage of the grievance procedure as evidenced by a copy of the written response to the informal stage accompanying the Step One grievance submission by the Union. The formal grievance notice shall contain the complete grievance, list all the clauses alleged to have been violated by specific number, and the settlement requested. Within ten (10) school days of receipt of the grievance a meeting will be held with Union representative(s), the Manager, Human Resource Services, or designate, the Principal or other supervisor of the Teacher, as appropriate. The Manager, Human Resource Services shall respond to the grievance in writing within ten (10) school days of the meeting.
- 6.06.b If the Management grievance is not settled on the basis of the informal discussion, the Board shall submit the grievance notice in writing, to the President of the Bargaining Unit within ten (10) school days of the receipt of the response from the Informal Stage. The President of the Bargaining Unit will not accept grievances at Step One that have not been attempted to be resolved through the informal stage of the grievance procedure as evidenced by a copy of the written response to the informal stage accompanying the Step One grievance submission by the Board. The formal grievance notice shall contain the complete grievance, list all the clauses alleged to have been violated by specific number, and the settlement requested. Within ten (10) school days of receipt of the grievance, a meeting will be held with the President of the Bargaining Unit and a designate and up to two (2) representatives from the Board. The President of the Bargaining Unit shall respond to the grievance meeting in writing within ten (10) schools days of the meeting.

6.07 Step Two

- 6.07.a If no settlement is reached, the Union may file the grievance in writing to the Superintendent of Human Resource Services within (10) school days from the response of the Manager. Within ten (10) school days of receipt of the grievance, a meeting will be held with the Superintendent of Human Resource Services, or designated supervisory officer, the appropriate Superintendent of Education, or designated supervisory officer, and up to three (3) members of the Union. The Superintendent, or supervisory

officer, shall provide a written response within ten (10) school days of the meeting being held.

6.08 Step Three

- 6.08.a If no settlement is reached at Step Two, the Union may notify the Associate Director and the Superintendent of Human Resource Services, in writing, within ten (10) school days of receipt of the response, of their intention to submit the grievance to arbitration. Either Party may also submit a grievance to expedited arbitration under section 49 of the Labour Relations Act. The grievance shall be submitted to a mutually agreed upon single Arbitrator. Should the Parties fail to agree upon an Arbitrator within ten (10) days of receipt of the written notification of desire to move to arbitration, the appointment shall be made by the Minister of Labour upon the request of either Party.
- 6.08.b In no settlement is reached at Step One for a Management grievance, the Board may notify the President of the Bargaining Unit, in writing, within ten (10) school days of receipt of the response, of their intention to submit the grievance to arbitration. Either Party may also submit a grievance to expedited arbitration under section 49 of the Labour Relations Act. The grievance shall be submitted to a mutually agreed upon single Arbitrator. Should the Parties fail to agree upon an Arbitrator within ten (10) days of receipt of the written notification of desire to move to arbitration, the appointment shall be made by the Ministry of Labour upon the request of either Party.
- 6.08.c Once Step 1 and Step 2 have been exhausted, and prior to referring the matter to arbitration or during arbitration, the Parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The Parties shall agree on the individual to be the mediator, the time frame in which a resolution is to be reached and any other procedural matters. The cost of the mediator shall be shared equally by both Parties. The timelines in the grievance procedure shall be frozen at the time the Parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either Party to the other Party indicating that the grievance mediation is terminated, the timelines referred to above shall continue from the point at which they were frozen.
- 6.09 The single arbitrator shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the Parties.
- 6.10 The arbitrator shall not have the power to change, modify, extend, or amend the provisions of this Agreement.
- 6.11 Each Party shall bear, at its own expense, the cost of counsel or advisors at each step of the grievance procedure.
- 6.12 The Parties mutually agree that the arbitrator has the authority to compel witnesses to attend and give evidence.
- 6.13 All time limits fixed herein for the grievance procedure may be extended only upon the written consent of the Parties.

L7.00 HEALTH AND SAFETY

- 7.01 The Board recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.
- 7.02 Effective September 2015 and for the duration of this Collective Agreement, teachers who are required to wear CSA approved protective footwear for Health and Safety reasons, as determined by the Board, shall be reimbursed upon submission of a receipt up to a maximum of \$90.00 every two years towards the cost of the safety footwear. This amount will be pro-rated for part-time employees.

L8.00 RETURN TO WORK/MEDICAL ACCOMMODATION

- 8.01 The Board recognizes that the employee has the right to Union Representation at return to work/employment accommodation meetings.

L9.00 ACTING ADMINISTRATION

- 9.01 Administrators may from time to time request the assistance of interested bargaining unit members. At no time shall a bargaining unit member have full responsibilities for the daily operation of the school. Teachers who agree to assist administration will not be responsible for student discipline beyond that which is required of Teachers in the Education Act.

L10.00 STRIKE OR LOCKOUT

- 10.01 There shall be no strike or lockout during the term of the Collective Agreement.

L11.00 RESIGNATION OR RETIREMENT

- 11.01 An employee shall notify the employer, in writing, by November 30 of the employee's intention to resign effective December 31 or January 31 (end of Semester 1); and by May 31 for the resignation to be effective June 30 or August 31. Notification of intent to resign shall be submitted through the online form located on the SCDSB staff website.
- 11.02 Teachers shall endeavour to notify the Board by April 1st of their intention to retire effective June 30th in any school year.
- 11.03 Nothing herein prevents an employee and the Employer from mutually agreeing to the employee's resignation at any time.

L12.00 PLACEMENT ON SALARY SCALE

- 12.01 The placement of OSSTF District 17 teachers in their respective Groups shall be determined in accordance with the current Certification Plan of OSSTF. These Certification Rating Statements are the only statements acceptable for verification of placement.
 - 12.01.a Category determination:
 - 12.01.a.1 Group 1 Category IV
 - 12.01.a.2 Group 2 Category V
 - 12.01.a.3 Group 3 Category VI

12.01.a.4 Group 4 Category VII

- 12.02 Adjustment to Salary Placement as a result of changes in the certification plan shall be effective from the date the Certification Statement is submitted to the Human Resource Services Department.
- 12.03 Teachers qualified to teach in the elementary panel with QECO rating statements other than A1 to A4 shall be paid Category IV minimum plus full allowance for teaching experience within the elementary and secondary panels.
- 12.04 No teacher shall be hired at a salary higher or lower than that being paid to a member of the incumbent staff having the same or equal qualifications, experience and responsibility.
- 12.05 A teacher's position on the appropriate salary schedule shall be determined by the total number of years of elementary and secondary school teaching experience in Canada, or as a certified continuous occasional teacher with an Ontario School Board (prior to September 1 of the current school year), or a continuing education teacher with an Ontario Board (prior to September 1 of the current school year) calculated to the nearest full year combined with the category qualifications (five (5) complete teaching months or more shall be taken to the next full year). Teaching experience in schools located outside Canada may be accepted at the discretion of the Administrative Council.
- 12.06 Placement on the salary schedule shall be determined annually for such teachers, as of September 1, by the number of pro-rated years of service. Movement to the next year on the salary schedule shall occur when a number of 0.5 above the current position of the salary schedule is calculated.
- 12.07 A part-time teacher shall have access to all provisions negotiated in this agreement on a pro-rata basis except where specifically stated otherwise.
- 12.08 Salary Adjustments
- 12.08.a A teacher who qualifies for a change in category by reason of improved qualifications shall receive the appropriate differential amount in addition to the increment where applicable.
- 12.08.b Where a teacher has completed all the course work and qualifies for a change in category prior to the 1st day of September, the salary adjustment will be made effective from the beginning of school in September of that year, on submission of the proper documents to the Board on or before the 30th day of June of the year following, provided that a copy of the application for change in category is submitted on or before the 30th day of November of the year the teacher completed the qualifications.
- 12.08.c If a copy of the application for such change in category is submitted to the Human Resource Services Department, Education Centre after the 30th day of November, then the adjustment will be made effective the 1st day of January following.
- 12.08.d Where a teacher has completed all the course work and qualifies for a change in category prior to the 1st day of January, the salary adjustment will

be made effective from the 1st day of January of the school year providing the proper documents have been submitted to the Human Resource Services Department on or before June 30th of the school year.

12.08.e Where a teacher has completed all the course work and qualifies for a change in category prior to the 1st day of February, the salary adjustment will be made effective from the 1st day of February of the school year providing the proper documents have been submitted to the Human Resource Services Department on or before June 30th of the school year.

12.08.f All requests for a salary adjustment, as a result of a category change, will be made by on-line application supplied by the Board.

12.09 Every certified teacher will progress to the maximum salary by the annual increments provided in the schedule.

12.10 Although the Board has the right to create or designate a new position to be filled by a teacher who comes within the scope of this Agreement, it is agreed that the salary schedule for such a position shall be negotiated with the Bargaining Unit through the Collective Bargaining Committee, within six (6) months of the Board's appointing a teacher to that position.

L13.00 CONTRACT TEACHERS' BASIC SALARY SCHEDULE

13.01 Effective September 1, 2019, the salary schedule is as follows:

Year	CAT IV Group 1 A1	CAT V Group 2 A2	CAT VI Group 3 A3	CAT VII Group 4 A4
0	\$ 49,760	\$ 51,644	\$ 56,289	\$ 59,218
1	\$ 52,173	\$ 54,423	\$ 59,498	\$ 62,731
2	\$ 54,328	\$ 56,808	\$ 62,321	\$ 65,858
3	\$ 57,263	\$ 59,968	\$ 65,917	\$ 69,759
4	\$ 60,194	\$ 63,132	\$ 69,512	\$ 73,657
5	\$ 63,154	\$ 66,292	\$ 73,107	\$ 77,560
6	\$ 66,057	\$ 69,454	\$ 76,705	\$ 81,463
7	\$ 68,992	\$ 72,618	\$ 80,302	\$ 85,362
8	\$ 71,922	\$ 75,780	\$ 83,896	\$ 89,264
9	\$ 74,856	\$ 78,942	\$ 87,493	\$ 93,166
10	\$ 77,789	\$ 82,104	\$ 91,091	\$ 97,062
11	\$ 80,723	\$ 85,266	\$ 94,686	\$ 100,966

13.02 Effective September 1, 2020, the salary schedule is as follows:

Year	CAT IV Group 1 A1	CAT V Group 2 A2	CAT VI Group 3 A3	CAT VII Group 4 A4
0	\$ 50,258	\$ 52,160	\$ 56,852	\$ 59,810

1	\$ 52,695	\$ 54,967	\$ 60,093	\$ 63,358
2	\$ 54,871	\$ 57,376	\$ 62,944	\$ 66,517
3	\$ 57,836	\$ 60,568	\$ 66,576	\$ 70,457
4	\$ 60,796	\$ 63,763	\$ 70,207	\$ 74,394
5	\$ 63,786	\$ 66,955	\$ 73,838	\$ 78,336
6	\$ 66,718	\$ 70,149	\$ 77,472	\$ 82,278
7	\$ 69,682	\$ 73,344	\$ 81,105	\$ 86,216
8	\$ 72,641	\$ 76,538	\$ 84,735	\$ 90,157
9	\$ 75,605	\$ 79,731	\$ 88,368	\$ 94,098
10	\$ 78,567	\$ 82,925	\$ 92,002	\$ 98,033
11	\$ 81,530	\$ 86,119	\$ 95,633	\$ 101,976

13.03 Effective September 1, 2021 the salary schedule is as follows:

Year	CAT IV Group 1 A1	CAT V Group 2 A2	CAT VI Group 3 A3	CAT VII Group 4 A4
0	\$ 50,761	\$ 52,682	\$ 57,421	\$ 60,408
1	\$ 53,222	\$ 55,517	\$ 60,694	\$ 63,992
2	\$ 55,420	\$ 57,950	\$ 63,573	\$ 67,182
3	\$ 58,414	\$ 61,174	\$ 67,242	\$ 71,162
4	\$ 61,404	\$ 64,401	\$ 70,909	\$ 75,138
5	\$ 64,424	\$ 67,625	\$ 74,576	\$ 79,119
6	\$ 67,385	\$ 70,850	\$ 78,247	\$ 83,101
7	\$ 70,379	\$ 74,077	\$ 81,916	\$ 87,078
8	\$ 73,367	\$ 77,303	\$ 85,582	\$ 91,059
9	\$ 76,361	\$ 80,528	\$ 89,252	\$ 95,039
10	\$ 79,353	\$ 83,754	\$ 92,922	\$ 99,013
11	\$ 82,345	\$ 86,980	\$ 96,589	\$ 102,996

L14.00 ALLOWANCES

14.01 Consultants Allowance

14.01.a Effective September 1, 2019, the Consultant's Allowance paid in addition to the contract teachers' basic salary schedule and other allowances shall be \$7,887.

14.01.b Effective September 1, 2020, the Consultant's Allowance paid in addition to the contract teachers' basic salary schedule and other allowances shall be \$7,966.

14.01.c Effective September 1, 2021, the Consultant's Allowance paid in addition to the contract teachers' basic salary schedule and other allowances shall be \$8,045.

14.02 Extra Degree Allowance

14.02.a An Extra Degree Allowance will be paid for one Master's Degree, one Doctorate or one Professional Degree from a Canadian University or

equivalent if such Degree or Doctorate is not used to obtain a higher certification rating.

14.02.a.1 Effective September 1, 2019, the Extra Degree Allowance paid in addition to the contract teachers' basic salary schedule and other allowances shall be \$1,388.

14.02.a.2 Effective September 1, 2020, the Extra Degree Allowance paid in addition to the contract teachers' basic salary schedule and other allowances shall be \$1,402.

14.02.a.3 Effective September 1, 2021, the Extra Degree Allowance paid in addition to the contract teachers' basic salary schedule and other allowances shall be \$1,416.

14.02.b Allowances previously granted for extra degrees not mentioned above will receive the previous allowance paid.

14.03 Related Trade or Professional Experience Allowance

14.03.a For teachers on staff or teachers coming on staff during the term of this Agreement, business and industrial experience, approved by the Administrative Council shall be paid to a maximum of ten (10) years at the rate indicated below for each full year beyond the minimum required for basic teaching qualifications.

September 1, 2019 - \$1,541

September 1, 2020 - \$1,556

September 1, 2021 - \$1,572

14.03.b For teachers on staff or teachers coming on staff during the term of this Agreement, related experience, approved by the Administrative Council, for non-vocational teachers shall be paid to a maximum of ten years at the rate indicated below for each full year in a field of work directly related to the teaching functions.

September 1, 2019 - \$1,541

September 1, 2020 - \$1,556

September 1, 2021 - \$1,572

14.03.c A Related Trade or Professional Experience Allowance shall not result in a total annual salary in excess of the maximum for the teacher's respective category.

L15.00 POSITIONS OF RESPONSIBILITY

15.01 Definitions

- 15.01.a “Curriculum Leader” – a teacher holding a Specialist or Honours Specialist in at least one of the subjects taught within the department and appointed to perform the duties in this Article.
- 15.01.b “Assistant Curriculum Leader” – a teacher holding a Specialist or Honours Specialist in at least one of the subjects taught within the department appointed to assist the Curriculum Leader.
- 15.01.c “Library Curriculum Leader” – will support school-wide literacy initiatives.
- 15.01.d “Temporary Curriculum Leader” – a teacher holding a department position that was made to fill a vacancy due to a leave of absence which is created and will continue for the term of the position or the duration of the vacancy, whichever is less.
- 15.01.e “Acting Curriculum Leader” – a teacher holding a department position who has been appointed by the Board to carry out the duties of the position but does not hold a Specialist or Honours Specialist in at least one of the subjects taught within the department.
- 15.01.f “Student Activities Coordinator” – a teacher appointed to coordinate Student Activities.

15.02 Positions of Responsibility Structure

- 15.02.a In schools where the following programs are offered, there will be Curriculum Leader positions for:
 - 15.02.a.1 The Arts
 - 15.02.a.2 Business and Computer Studies
 - 15.02.a.3 Canadian and World Studies
 - 15.02.a.4 Co-operative Education
 - 15.02.a.5 English
 - 15.02.a.6 Guidance and Career Education
 - 15.02.a.7 Health and Physical Education
 - 15.02.a.8 Library
 - 15.02.a.9 Mathematics
 - 15.02.a.10 French, Native, Classical and International Languages
 - 15.02.a.11 Science
 - 15.02.a.12 Social Science and the Humanities
 - 15.02.a.13 Special Education
 - 15.02.a.14 Technological Education
- 15.02.b Notwithstanding the above, for Simcoe Shores Secondary School (SSSS), there will be Curriculum Leader positions for:
 - 15.02.b.1 The Arts
 - 15.02.b.2 Business and Computer Studies
 - 15.02.b.3 Canadian and World Studies
 - 15.02.b.4 Co-operative Education

- 15.02.b.5 English
- 15.02.b.6 Guidance and Career Education
- 15.02.b.7 Health and Physical Education
- 15.02.b.8 Mathematics
- 15.02.b.9 Science
- 15.02.b.10 Social Science and the Humanities
- 15.02.b.11 Special Education

The Parties, through the Working Conditions Committee, may amend the list of Curriculum Leaders for Simcoe Shores Secondary School by mutual agreement.

15.02.c All secondary schools, with the exception of Simcoe Shores Secondary School, will have a Student Activities Coordinator.

15.02.d There will be Assistant Curriculum Leader positions for a:

- 15.02.d.1 school of 900 or more ADE students: Science and Technological Education
- 15.02.d.2 school of 1300 ADE student or more: English, Mathematics, Science, and Technological Education
- 15.02.d.3 school with a(n) Autism Spectrum Disorder/Complex Care program: Special Education

15.02.e In addition to the Assistant Curriculum Leaders listed above, a principal of a school with 900 or more ADE students, may recommend to the In-School staffing Committee a single additional Assistant Curriculum Leader be added to a department for the period of one school year. This recommendation would be reviewed and subject to the approval of both Parties at the Working Conditions Committee prior to June 1st for the upcoming school year.

15.02.f If all Parties agree, a Position of Responsibility may be shared by two teachers. For the purposes of staffing, a shared Position of Responsibility will only protect the most senior teacher if the school is required to declare a teacher school surplus.

15.02.g In order to ensure the delivery of a coordinate program, where there are either no candidates or no suitable candidates available to fill a Position of Responsibility, then two positions may be held by one teacher on the recommendation of the principal and the approval of the Superintendent of Human Resource Services or designate. One of the positions will be held as a temporary appointment.

15.02.h Where possible, principals will endeavor to assign each Curriculum Leader to at least one (1) period in their timetable within their department.

15.03 Duties of Curriculum Leaders

15.03.a Curriculum Leaders will assist the principal, for example, in the following ways:

- 15.03.a.1 mentoring/coaching

- 15.03.a.1.1 supporting members for the improvement of their professional practice. This could include but not be limited to providing input to the teacher(s) on;
 - 15.03.a.1.1.1 instructional practices
 - 15.03.a.1.1.2 assessment, evaluation and reporting practices
 - 15.03.a.1.1.3 effective classroom management techniques
 - 15.03.a.1.1.4 future opportunities for and on, on-going professional development
 - 15.03.a.1.1.5 other needs as identified by the member(s)
- 15.03.a.2 department/school organization
 - 15.03.a.2.1 Assist in the development and implementation of the school improvement plan and Board goals.
 - 15.03.a.2.2 providing input regarding selection criteria for the hiring of new staff
 - 15.03.a.2.3 providing when requested sample interview questions
 - 15.03.a.2.4 provide preliminary assignments and timetable allotments to the principal for the teaching staff of the department(s) after having consulted with the teachers within the department(s).
 - 15.03.a.2.5 providing input in the allocation of the school basic budget
 - 15.03.a.2.6 coordinate the department budget.
 - 15.03.a.2.7 purchasing and/or organizing the purchasing of materials necessary for the department
 - 15.03.a.2.8 filing with the principal up-to-date copies of the course outlines distributed by the teachers of the department(s) or program when requested by the principal
 - 15.03.a.2.9 coordinate the replacement of department equipment which is not in working order.
 - 15.03.a.2.10 participating in monthly curriculum leader meetings at the worksite and communicate information from curriculum leader meetings to members of the department.
 - 15.03.a.2.11 maintaining close cooperation with the school community,
 - 15.03.a.2.12 assembling information that the principal may be required to provide under the Education Act and other relevant legislation.
- 15.03.a.3 system responsibilities
 - 15.03.a.3.1 participating in semi-annual curriculum leader meetings with curriculum leaders from other worksites
 - 15.03.a.3.2 communicating information from Board wide curriculum leader meetings to members of the department
- 15.03.a.4 At no time, shall a teacher holding a Position of Responsibility be required to perform the duties of a

supervisor under the Occupational Health and Safety Act, nor shall they hold the authority over another teacher, nor exercise managerial functions.

15.04 Positions of Responsibility Allowances

15.04.a The following responsibility allowances shall be granted for the following Positions of Responsibility and shall be paid in addition to the basic teacher salary rate and any related experience allowances granted to a teacher filling one of these positions.

15.04.b Base Amount

15.04.b.1 Allowances for Curriculum Leaders and Student Activities Coordinators shall receive a base amount of:

- 15.04.b.1.1 Effective September 1, 2019 - \$960.13
- 15.04.b.1.2 Effective September 1, 2020 - \$969.73
- 15.04.b.1.3 Effective September 1, 2021 - \$979.42

15.04.b.2 Allowances for Assistant Curriculum Leaders shall receive a base amount of:

- 15.04.b.2.1 Effective September 1, 2019 - \$640.08
- 15.04.b.2.2 Effective September 1, 2020 - \$646.48
- 15.04.b.2.3 Effective September 1, 2021 - \$652.94

15.04.c Variable Amount

15.04.c.1 In addition to a base amount, the Positions of Responsibility allowances shall also contain a variable amount that is increased or decreased year to year to reflect the total Department Heads revenues.

15.04.c.2 The total allowances and related insured and statutory benefit costs, including allowances paid to temporary positions of responsibility replacing a current position of responsibility on a paid leave, shall not exceed the total revenues generated for Department Heads in the provincial funding formula.

15.04.c.3 The variable amount is calculated as follows:

Total Variable Amount (\$)=

Total revenues generated for Department Heads in the provincial funding formula

- Related insured and statutory benefit costs
- Temporary allowances for teachers replacing a current Position of Responsibility on paid leave
- Total of base amounts

School Size Factor

The school size for each school and its respective factor is determined for the upcoming school year in the spring based on its projected total ADE.

- Extra Large school ≥ 1300 ADE – Factor 2.5
- Large school ≥ 900 but <1300 ADE – Factor 2.1
- Medium school ≥ 450 but <900 ADE – Factor 1.5

- Small school <450 ADE – Factor 1.0
- Simcoe Shores Secondary School – Factor 1.0 x # of PORs ÷ 15

Simcoe Shores Secondary School is not subject to these ADE size based designations.

School Allocation (%) = School factor ÷ Σ school factors

School Allocation (\$) = School Allocation (%) x Total Variable Amount (\$)

Department Size Factor

The following calculations will be done to determine the variable amount for each individual holding a Position of Responsibility based on the respective department size factor.

Department Sizes shall be designated as follows:

Large Departments: English, Guidance and Careers Education, Mathematics, Science, Special Education and Technological Education – Factor 2.6

Medium Departments: The Arts, Health & Physical Education, Canadian and World Studies – Factor 1.8

Small Departments: Business and Computer Studies, Co-Operative Education, French, Native, Classical and International Languages, Library, Social Science, Student Activities Coordinator – Factor 1.0

Assistant Curriculum Leaders shall have a Factor of 0.4.

In the spring, the principal may recommend to the In-School Staffing Committee a single department size designation change, increased by a single step, for the upcoming school year, this recommendation would be reviewed and subject to approval by both Parties at the Working Conditions Committee.

Individual Variable Allowance (%) = Department Factor ÷ Σ Department factors

Individual Variable Allowance (\$) = Individual Variable Allowance (%) x School Allocations (\$)

- 15.04.c.4 The Parties, through the Working Conditions Committee, may amend the criteria for school sizes, the school size factors, and the department size factors used to calculate the variable amount of the Position of Responsibility allowances by mutual agreement.

15.04.d Position of Responsibility allowances for the upcoming school year shall be initially calculated in the spring using the projected ADE for each school and estimated costs for related insured and statutory benefit and the estimated allowances paid to Temporary Positions of Responsibility replacing a current Position of Responsibility on a paid leave. The Position of Responsibility Allowances will be subsequently re-calculated in each school year using actual enrolment data for the Board as at October 31st and March 31st and the actual costs. Adjustments to allowances shall be made subsequent to March 31st.

15.05 Term of Appointment

15.05.a Positions of Responsibility shall be posted on a rotating five (5) year schedule in June prior to the school year in which the term begins.

15.05.b Group A to be posted in June 2025 includes Mathematics and Library;

15.05.c Group B to be posted in June 2021 includes Health and Physical Education and Student Activities;

15.05.d Group C to be posted in June 2022 includes Business and Computer Studies, English, French, Native, Classical and International Languages, and Special Education;

15.05.e Group D to be posted in June 2023 includes Arts, Technological Education and Science;

15.05.f Group E to be posted in June 2024 includes Canadian and World Studies, Social Science and the Humanities, Cooperative Education, Guidance and Career Education.

15.06 All successive terms shall be for five (5) years, rotating in order by Group as set out above.

15.07 Terms are renewable and there shall be no limit to the number of renewable terms.

15.08 The term appointment for an Assistant Curriculum Leader shall be the same as the conditions referenced in this article.

15.08.a Notwithstanding the above, the term for an Assistant Curriculum Leader that was created via Working Conditions approval shall end at the end of one school year unless the position is approved to continue into the following school year. If it is continued, the existing Assistant Curriculum Leader shall continue to hold the position unless the position is to be posted as part of the normal five (5) year cycle

15.09 A Position of Responsibility which becomes vacant during the school year will remain vacant for no more than 30 days. Vacancies as a result of a leave will be filled on a temporary basis. Permanent vacancies shall be filled for the remaining term of the position.

15.10 Temporary Positions of Responsibility

15.10.a Temporary appointments shall continue for the remaining term of the position or the duration of the vacancy, whichever is less.

15.10.b The allowance for a temporary position of responsibility shall be the same as the allowances defined in this article.

15.11 Acting Positions of Responsibility

- 15.11.a All acting appointments shall remain until the end of the current school year. The position will then be posted and if there are no qualified applicants the current acting incumbent appointment will be renewed. In the event that there are qualified applicants, an interview and selection process will occur.
 - 15.11.b The allowance for an acting position of responsibility shall be the same as the allowances defined in this article.
- 15.12 Any new teaching positions created in a school shall be aligned with Ministry curriculum documents where appropriate. In all other cases the Board will consult with OSSTF prior to assignment of the teaching position.

L16.00 CALCULATION AND DATES OF SALARY PAYMENTS

16.01 Dates of Salary Payments

- 16.01.a Annual salary shall be paid in twenty-six or twenty-seven (27) equal payments, on alternate Fridays, between the start of September and the end of August of the following calendar year. Annual salary will be distributed equally based on the number of alternate Fridays in that period.
 - 16.01.b Teachers retiring, resigning or commencing a statutory leave of at least 8 continuous weeks, as of June 30 will receive a final payment such that 100 percent of salary owed for the current school year is paid by that date, providing that Payroll Services receives sufficient written notice in advance of the payment date.
- 16.02 A teacher is entitled to be paid his or her salary in the proportion that the total number of school days for which the teacher performs his or her duties in the school year bears to the total number of school days in the school year.
- 16.03 A teacher who is leaving or entering the employ of the Board, including working only one semester or participating in a leave, within the school year, shall receive the same payments during the employment period as are designated in 17.01, but the final payments on the schedule shall be recalculated in accordance with Article 17.02.
- 16.04 Teachers participating in a Deferred Salary Leave of Absence shall have salary payments made in accordance with the Deferred Salary Leave of Absence Plan article.
- 16.05 The full amount of salary paid to a teacher teaching in only one semester will be paid to the teacher during the semester taught.
- 16.06 Part-time teachers who teach all year shall be paid on the basis of their workload each semester.
- 16.07 Full-time teachers shall have their salary annualized.
- 16.08 All teachers returning from leave will be provided with a copy of their pay schedule for that school year by Payroll Services.
- 16.09 Each teacher shall provide to the Board the name of the bank or trust company and the account number to which payment will be made by means of a direct deposit.

- 16.10 Should a retroactive salary adjustment be made, it shall be paid to all teachers on staff in the interval covered by the adjustment even if they are no longer employed by the Board when the adjustment is made.
- 16.11 If the teacher is no longer employed by the Board, the retroactive adjustment shall be forwarded to the teacher's bank account on file. In the event it is returned, it is the teacher's responsibility to contact the Superintendent of Human Resource Services within the greater of 3 months or the end of the Board's fiscal year, informing the Superintendent of Human Resource Services where the adjustment can be forwarded.
- 16.12 For the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, full-time Teachers shall be deemed to have worked eight (8) hours each work day they are employed. Part-time Teachers working a part of a day shall be deemed to have worked hours per day that are pro-rated accordingly.

L17.00 EMPLOYEE BENEFITS PLAN

- 17.01 The obligation of the Employer is to co-operate with the Bargaining Unit or its agent in arranging to pay the stated share of the premiums.
- 17.02 OSSTF District 17 agrees to indemnify the Board and save it harmless from any loss, costs or damages than may result from claims against the Board arising from such deductions and payment under the employee benefits plans, including but not limited to amount of payment or any denial of claim by the insurer.
- 17.03 The sole obligation of the Board is to pay its stated share of the benefit premiums, as set out below, and as directed by the Union.
- 17.04 Notwithstanding the above, the Board agrees to the following administrative functions:
 - 17.04.a register members.
 - 17.04.b deduct premiums.
 - 17.04.c maintain LTD, life, extended health and dental plan enrolment records including dependent information necessary to the administration of the benefit plans in a style, which can be transferred to the Bargaining Unit or its agent Ontario Teachers Insurance Plan on a weekly basis.
 - 17.04.d allow the Bargaining Unit or its agent Ontario Teachers Insurance Plan to audit LTD, life, extended health and dental plan original enrolment information to verify the accuracy of Board electronic records.
- 17.05 Change of Benefit Plans and/or Premium Rates
 - 17.05.a Where changes in coverage have been determined, it is the obligation of the Union to notify the Board to make the necessary adjustments in the deduction of premiums from the employees' pay. The Union will be required to notify the Board one (1) month prior to any premium changes. The Board assumes no responsibility or liability for the establishment or communication of rate changes to employees.

17.06 Board Contributions to Benefit Plans

- 17.06.a Any full time contract teacher shall be eligible to be a member of the benefit plan.
- 17.06.b Any contract teacher working less than full time shall be eligible to be a member of the benefits plan provided the member pays a prorated amount of the premium cost subject to the approval of the agent.
- 17.06.c Any member on unpaid leaves of absence shall be eligible to be a member of the benefit plan provided the member pays the full cost of the premiums subject to the approval of the agent.
- 17.06.d Any member on deferred salary leaves of absence shall be eligible to be a member of the benefit plan provided the member pays the full cost of the premiums subject to the approval of the agent.
- 17.06.e Any member on the Teacher Recall List shall be eligible to be a member of the benefit plan provided the member pays the full cost of the premiums subject to the approval of the agent.
- 17.06.f Any member on long-term disability shall be eligible to be a member of the benefits plan for up to two (2) years.

17.07 Effective September 1, 2008 the Board agrees to contribute a one-time payment of \$326,846.47 to the Extended Health and Dental Insurance Plan.

17.08 Extended Health Insurance

- 17.08.a Effective January 1, 2012 the Board agrees to contribute for full-time employees enrolled in a Group Extended Health Plan as determined by the Union, \$216.74 per month towards the cost of family coverage or \$105.27 per month towards the cost of single coverage.

17.09 Group Life Insurance Plan and Accidental Death and Dismemberment Insurance

- 17.09.a The Board agrees it will deduct employee premiums as requested by the Union for employees enrolled in a Group Life Insurance Plan and an Accidental Death and Dismemberment Insurance Plan as determined by the Union.

17.10 Long-Term Disability Plan

- 17.10.a The Board agrees it will deduct employee premiums as requested by the Union for employees enrolled in a Long-Term Disability Insurance Plan as determined by the Union.
- 17.10.b Every newly hired teacher shall be enrolled in the Union's Long Term Disability Plan and shall remain in the Plan until such time their total number of sick leave credits equals the number of school days to retirement, and the pension payment equals or exceeds the Long Term Disability Benefit. Employees will be removed from enrolment in the LTD plan in accordance with this provision only after completion of the red

declination card. A red declination card initialed as to the coverage being declined, properly completed, signed by the employee, the Union's Chief Negotiator and witnessed by another employee, must be filed at the Board's Payroll Office (Department). Payroll Adjustments will not be made until such declination cards are on file.

17.11 Dental Insurance Plan

17.11.a Effective January 1, 2012, the Board agrees it will deduct employee premiums as requested by the Union for employees enrolled in a Dental Insurance Plan as determined by the Union. The Board will contribute for full-time employees enrolled in such plan \$125.37 per month towards the cost of family coverage or \$48.89 per month towards the cost of single coverage.

17.12 Effective September 1, 2010 and September 1, 2011, the Board agrees to contribute a one-time payment in each year for the amount of \$214, 952 for benefits enhancements. This amount is subject to confirmation from the Ministry of Education upon submission of the Board's approved 2008-09 financial statements. Should an adjustment be required, the Board will re-calculate the amount and provide any increase to OSSTF. OSSTF will reimburse the Board for any shortfall.

17.13 Insured Benefit Plans as a Condition of Employment and Opting Out

17.13.a Newly employed personnel who are subject to the conditions of the agreement will be automatically enrolled in all insured welfare benefits. Coverage will be effective as of the date of their commencing employment.

17.13.b All personnel who are subject to the conditions of this contract settlement, may at any time after completing thirty (30) days of employment, "opt out" of any or all insured benefit plan(s) in which they are enrolled except Long Term Disability. A red declination card initialed as to the coverage being declined, properly completed, signed by the employee and witnessed by another employee, must be filed at the Board's Payroll Office (Department). Payroll Adjustments will not be made until such declination cards are on file.

17.14 The contributions defined in this article include the Ontario Sales Tax.

L18.00 ACCUMULATED SICK LEAVE CREDITS

18.01 All full-time teachers shall be included in the plan.

18.02 All part-time teachers shall be included in the plan on a pro-rata basis. Accumulations (including maximum on accumulation) and loss of sick leave credits shall be in proportion to the portion of a full-time position which the teacher works.

18.03 Sick Leave Credits will be deducted on a pro-rata basis for time missed due to absence as follows:

18.03.a 1 period 0.333 sick leave credits

18.03.b 2 periods 0.666 sick leave credits

18.03.c 3 periods 1.000 sick leave credits

- 18.04 A teacher transferring from another Canadian Board of Education or Provincially / Federally funded teaching position will be credited with the number of days of accumulated sick leave credits with which the employee had been credited by the previous Canadian board of Education or Provincially / Federally funded teaching position providing no gratuity has been paid in respect of these credits and subject to the limitation set out in the Education Act.
- 18.05 A teacher who is re-employed by this Board will be credited with the number of days of accumulated sick leave with which the teacher had been credited by this Board, or a predecessor board, providing that no gratuity had been paid in respect of these credits and subject to Section 158 (6) of the Education Act. The teacher will be required to sign a statement regarding intervening employment prior to the credit for sick leave being granted. Credits claimed by a teacher from a predecessor board or from the present Board beyond an interval exceeding an absence of two (2) years must be substantiated by the teacher in a manner acceptable to the Board.
- 18.06 For purposes of sick leave, a teacher shall receive twenty (20) sick leave credits, less days lost during the year, for each year of service with this Board. These credits may be accumulated to a maximum of two hundred (200) days.
- 18.07 A teacher who has accumulated the maximum two hundred (200) days sick leave may, accumulate additional credits to a further maximum of one hundred (100) days for the purposes of retirement gratuity. These credits shall be segregated into an account for that purpose, and once segregated, cannot be used as regular sick leave credits.
- 18.08 In calculating the accumulative sick leave credit for a partial year of employment, full months of employment only will be used.
- 18.09 Accumulated sick leave credits shall be calculated annually as of August 31. In any school year, a teacher absent due to illness will be entitled to benefits for the current school year as follows:
- 18.09.a twenty (20) days sick leave for current school year.
- 18.09.b accumulated sick leave credits as of August 31, of the preceding school year.
- 18.10 If an absence extends beyond the current school year, the credits remaining at the end of the school year will be payable in the following school year and will cease when the credits expire.
- 18.11 A full-time teacher who becomes a part-time teacher shall have their accumulated sick leave credits reduced in proportion to their change in time worked. These aforementioned credits shall be segregated into an account for that purpose, and will be reinstated for the purpose of calculation of the retirement gratuity or on a pro-rata basis should that teacher at a later date increase their percentage of time worked.
- 18.12 A statement of accumulative sick leave credit balance shall be shown on each employee's electronic pay statement on the payroll portal.

- 18.13 The opening balance in the statement of accumulated sick leave is deemed to be correct unless written objection is received by the Payroll Department within one year of the date of commencement of employment.
- 18.14 Charges against the accumulated sick leave credit will be deemed to be correct unless written objection is received by the Payroll Department within one (1) year of the date on which the entry is recorded.
- 18.15 Members returning to work from expired sick leave will receive a pro-rated complement of sick leave which can only be used for absence for the portion of time they are working.
- 18.16 Members continuing to work following expiration of sick leave will receive a pro-rated complement of sick leave credits the following September which can only be used for absence for the portion of time they are working.

L19.00 RETIREMENT GRATUITY

- 19.01 Retirement Gratuities were frozen as of August 31, 2012. A teachers is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity, (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the teacher had accumulated and was eligible to receive as of that day. The following language applies only to those teachers eligible for the gratuity above:
- 19.02 Any employee who has served a minimum of five (5) continuous years with this Board or its predecessors, and retires due to any of the following conditions, shall be entitled to a retirement gratuity:
- 19.02.a death,
 - 19.02.b permanent disability as defined by the Teachers' Pension Plan,
 - 19.02.c eligibility for and in receipt of a service or disability pension as defined by the Teachers' Pension Plan. Receipt of the pension as a requirement for eligibility for a retirement gratuity may be waived at the sole discretion of the Administrative Council,
 - 19.02.d effective January 1, 1999, transfer of pension benefits through the commuted value option, provided that the employee has achieved a factor that is within one (1) year of the factor required for an unreduced pension or is within six (6) months of the minimum age required for a reduced pension. This provision is not intended to be a service gratuity and if challenged successfully under any statute shall be null and void.
- 19.03 The gratuity shall be calculated as follows:

$$\frac{N}{200} \times \frac{S}{2} \quad \text{where}$$

N - is the number of unused accumulated sick leave credit days at time of separation from the Board as a teacher, and
S - is the full time equivalent salary at the time of retirement

19.03.a all subject to the following conditions:

- 19.03.a.1 In accordance with Section 180, Education Act, the maximum amount receivable by the employee shall not be in excess of an amount equal to one-half (0.5) of the full-time annual rate of the earnings received by the employee for the last complete year or school year, as the case may be, in which the employee was employed by the Board.
- 19.03.a.2 For a teacher who has reduced the terms of employment, any sick leave credits that have been segregated, as per the Accumulated Sick Leave Credits article, will be reinstated for the purpose of calculating the Retirement Gratuity in accordance with Section 158 1(b) of the Education Act.
- 19.03.a.3 All teachers may elect to receive the gratuity in one to three payments. In this, all are advised to consult with their income tax office to ascertain the most advantageous plan.
- 19.03.a.4 In the event of the death of a teacher, any benefits accrued under any of the above conditions shall be paid to the beneficiary designated by the teacher.

L20.00 PROFESSIONAL DEVELOPMENT AND FUNDS

- 20.01 Professional Development shall be voluntary and self-directed except for scheduled professional development during the agreed upon professional activity days.
- 20.02 For the 2014-2015 and 2015-2016 school years, the Board agrees to provide the following allocation of funds for the professional development of its staff:
 - 20.02.a Teachers - \$87.00 per FTE Teacher
 - 20.02.b County P.D. - \$33.00 per FTE Teacher
 - 20.02.c The Board agrees to transfer all existing school PD funds into an account as directed by the Bargaining Unit no later than thirty (30) calendar days after the request was submitted.
 - 20.02.d The Bargaining unit agrees to use the above funds for the purpose of costs related to the professional development of its members.
- 20.03 Effective September 1, 2016, the Board agrees to provide \$60 per FTE teacher each semester to the Bargaining Unit based on the number of FTE teachers on October 31 and March 31 for the professional development of its members.
- 20.04 Funds allocated in this article shall be allocated only to Bargaining Unit members covered by this collective agreement on the basis of criteria determined by a Bargaining Unit committee of teachers elected from each school.
- 20.05 The Board shall pay one hundred percent (100%) of the tuition fees, and the cost of required texts to a maximum of two hundred dollars (\$200) per course, for courses assigned by the Director, or designate.
- 20.06 All courses for which payment will be claimed must be approved in advance by the Director, or designate.

- 20.07 The Board is committed to advising members, in advance, whether or not their participation in scheduled meetings will include mileage reimbursement.
- 20.08 OSSTF agrees to provide the Board with a report describing the previous year's use of Bargaining Unit Professional Development funds by September 30th.

L21.00 SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN

21.01 Pregnancy Leave Benefits

- 21.01.a The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- 21.01.b SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- 21.01.c Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- 21.01.d Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- 21.01.e The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- 21.01.f Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for the total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- 21.01.g Where any part of the eight (8) weeks falls during the period of time that is not paid (i.e. summer, March break, etc.), the remainder of the eight (8) weeks of top up shall be payable after that period of time.
- 21.01.h Teachers who require longer than the eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- 21.01.i If an employee begins pregnancy leave while on approved leave from the employer, the above maternity benefits provisions apply.
- 21.01.j The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- 21.01.k Births that occur during an unpaid period (i.e. summer, spring break, etc.) shall still trigger the pregnancy benefits. In those cases, the

pregnancy benefits shall commence on the first day after the unpaid period.

- 21.01.l A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

21.02 Parental/Adoption Leave Benefits

- 21.02.a The object of this SEB Plan is to supplement the Employment Insurance (E.I.) benefits received by teachers from Service Canada for temporary unemployment caused by pregnancy, parental or family medical leave.
- 21.02.b Only teachers granted a pregnancy, parental or family medical leave are covered by this Plan.
- 21.02.c The other requirements for receipt of a SEB are:
 - 21.02.c.1 The teacher must be eligible to receive E.I. from Service Canada. Eligibility for the E.I. benefits is to be a result of work done for the Simcoe County District School Board immediately prior to the leave;
 - 21.02.c.2 an application for SEB must be made by the teacher on a form to be provided by the Board and the Teacher shall provide verification of the approval of the E.I. claim indicating the weekly amount to be paid by the Service Canada;
- 21.02.d A teacher must have applied for E.I. benefits before a SEB becomes payable.
- 21.02.e A teacher disentitled or disqualified from receiving E.I. benefits shall not be eligible for a SEB. A SEB payment shall be made only when it has been verified that the teacher has applied and qualified for E.I.
- 21.02.f A teacher shall not have the right to a SEB payment except for supplementation of E.I. benefits for the unemployment period as specified by this Plan.
- 21.02.g It is understood that in any week, the total amount of the SEB, E.I. gross benefits and any other earnings received by the teacher shall not exceed one-hundred percent (100%) of the teacher's normal weekly earnings consistent with the Service Canada.
- 21.02.h The two (2) week waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable.

21.03 Family Medical Leave and Critical Illness Leave Benefits

- 21.03.a A SEB plan for teachers taking Family Medical Leave or Critical Illness Leave Benefits to top up their Employment Insurance (E.I.) benefits shall be provided in accordance with the central portion of the Collective Agreement.

L22.00 WORKING CONDITIONS

- 22.01. Each full-time teacher will be assigned core responsibility for six (6) seventy-five (75) minute periods.
- 22.02. No full-time teacher shall be assigned more than three (3) seventy-five (75) minute periods in each semester.
- 22.03. In addition to the six (6) seventy-five (75) minute-periods per school year, all teachers will be assigned Additional Professional Assignments (APAs). APAs will include a combination of teacher replacement duty and student supervision.
- 22.04. Student mentorship and/or Teacher mentorship will be self-directed by the teacher to maximize the expertise of teachers in support of student learning.
- 22.05. For the 2008-2009 school year, each full-time teacher will be responsible for a maximum of fifty two (52) half periods of APAs per year, based on seventy-five (75) minute periods.
- 22.06. Each full-time teacher will be responsible for a maximum of fifty (50) half periods of APAs per year, based on seventy-five (75) minute periods.
- 22.07. Prior to the commencement of each semester, the principal, in consultation with the In-School Staffing Committee shall determine the school needs for APAs, which shall be equitably assigned in collaboration with the In-School Staffing Committee. The Principal and the In-School Staffing Committee will review and may revise assignments mid-semester to address school needs, as long as assignments remain equitable and in compliance with the parameters as set out in the Collective Agreement. Any items in dispute will be referred to the Working Conditions Committee for resolution.
- 22.07.a. Weekly supervision schedules shall be distributed to members prior to the end of the final school day of the previous school week.
- 22.07.b. Supervision schedules for the first week of a school year shall be distributed to the members by the first day of school.
- 22.08. Notwithstanding the above, off-site teachers including but not limited to Alternative Learning Program Teachers may be assigned additional professional assignments in the form of student mentoring.
- 22.09. No teacher shall be assigned the equivalent of more than five (5) APAs per week, as determined by the In-School Staffing Committee.
- 22.10. Except in the event of an emergency, a teacher who is assigned supervision shall not be assigned teacher replacement duty in the same day. A maximum of two (2) emergency teacher replacement duties may be performed by each member per year. The emergency teacher replacement duties shall count toward the maximum number of APAs stated in this article.

22.11. All part-time teachers will have their duties and pay pro-rated to a full-time classroom teaching assignment as follows:

- 22.11.a. 1 period - 0.1667
- 22.11.b. 2 periods - 0.3333
- 22.11.c. 3 periods - 0.5000
- 22.11.d. 4 periods - 0.6667
- 22.11.e. 5 periods - 0.8333
- 22.11.f. 6 periods - 1.0000

Effective September 1, 2010, the following maximum class sizes shall apply:

Grade 9 & 10	Grade 11 & 12
30 Academic (D)	34 University (U)
26 Open Phys. Ed., Music, Drama and Dance	33 College (C)
24 Applied (P)	31 University/College (M)
26 Open (O) (include Computer and Information Technology)	25 Workplace (E)
21 Broad Based Technology Courses	28 Open (O) (include Computer & Information Technology)
24 Food & Nutrition/Visual Arts, and Grade 10 Communication Technology	26 Family Studies (Lab based Courses, Sewing/Foods)
18 At-risk Coop	28 Visual Arts
20 Applied (Supported)	25 Coop & Other Forms of Experiential Learning
16 GLS/GLE; Locally Developed	24 Technology (except Information Technology)
	18 GLS/GLE

Grade 9, 10, 11 & 12
21 Alternative Learning Programs
18 Credit Recovery Classes

22.12. Effective September 1, 2016, the following maximum class sizes shall apply:

Grade 9 & 10	Grade 11 & 12
30 Academic (D)	34 University (U)
26 Open Phys. Ed., Music, Drama and Dance	33 College (C)
24 Applied (P)	31 University/College (M)
26 Open (O) (include Computer Studies)	25 Workplace (E)
21 Technological Education (excluding Communications Technology)	28 Open (O) (include Computer Studies)
24 Family Studies (Lab Based Courses Sewing/Foods) Visual Arts, and Communication Technology	26 Family Studies (Lab based Courses, Sewing/Foods)
18 At-risk Coop	28 Visual Arts
20 Applied (Supported)	25 Coop & Other Forms of Experiential Learning
16 GLS/GLE; Locally Developed	24 Technological Education
	18 GLS/GLE

Grade 9, 10, 11 & 12
21 Alternative Learning Programs
18 Credit Recovery Classes

22.13. The effective date of all maximum class sizes will be October 31 and March 31.

22.14. Unless agreed to by the teacher, no teacher shall be assigned more than one (1) multi-level and/or multi-grade section per semester, excluding co-op. Multi Subject sections are not permissible.

22.15. Unassigned time shall be available to the teacher for preparation and marking.

22.16. It is understood that safety considerations and the number of workstations in a classroom may require the designation of a lower maximum class size. If in conflict the In-School Staffing Committee will report concerns to the Working Conditions Committee for resolution.

22.17. For classes that are multi-level and where different maximum class sizes apply, the maximum class size for the predominant (majority) program shall be used.

22.18. Each teacher shall be entitled to an uninterrupted period of not less than forty (40) consecutive minutes for lunch free from supervisory duties and/or teaching duties.

22.18.a. Unless agreed to by the teacher, the scheduled period of the day which will be their lunch will be assigned at the start of the semester and kept consistent throughout the semester.

22.18.b. Unless agreed to by the teacher, in a school with five (5) seventy-five (75) minute periods no teacher shall be assigned three (3) consecutive periods.

22.19. The Board recognizes that teacher participation in extra-curricular activities (such as student sports, clubs, activities) is voluntary.

- 22.19.a. The Board shall not compel any member to take on the responsibility of driver, when students are being transported in vehicles for curricular or extra-curricular events.
- 22.20. During a legal strike undertaken by members of another bargaining unit against the Board, no teacher shall be required to perform duties which are normally performed by members of the bargaining unit which is on strike.
- 22.21. Class size maxima not addressed in this Article will be referred to the Working Conditions Committee for determination at the first scheduled working conditions meeting of the school year.
- 22.22. For a student accepted into a suspension/expulsion program, the subject teacher shall only be required to supply the equivalent of up to five (5) instructional days of work for the student. Beyond the fifth (5th) day programming shall be the responsibility of the suspension/expulsion program teacher understanding the subject teacher may be consulted.
- 22.23. Principals will distribute the following year's tentative teaching assignment to teachers prior to the last day of the school year calendar. A teacher on leave will contact the principal to obtain the information on their tentative teaching assignment
- 22.24 Time in Lieu
- 22.24.a If a member of the Bargaining Unit agrees to a written request by their principal, with the prior written approval of the Administrative Council, to work during normal non-teaching periods, the principal shall advise the teacher that he or she will be given equal time free from duties during the school year as per the following criteria:
- 22.24.a.1 the time in lieu will be determined, in advance, by the mutual agreement between the teacher and the principal,
- 22.24.a.2 lieu time may be taken before or after statutory, Board and other holidays,
- 22.24.a.3 under no circumstances can the time in lieu exceed 5 days,
- 22.24.a.4 this time in lieu shall be at no cost to the Board.

L23.00 CONTINUING EDUCATION

- 23.01. It is the purpose and intent of both parties to specify, within this Article, certain terms and conditions of employment for teachers employed by the Board to teach secondary school credit courses in a Continuing Education Summer School, Adult Day School or Night School Program, or to deliver non-credit remedial programs as defined by the continuing education Literacy and Numeracy grant funding, where a teacher is hired to deliver the non-credit program, and to specify each section of this Collective Agreement which is applicable to these teachers.
- 23.02. The provisions of this Article shall constitute the entire agreement of the parties regarding Continuing Education Teachers. No other provisions of the Collective Agreement between the parties shall apply to Continuing Education Teachers unless expressly indicated otherwise in this Article.
- 23.03. The following Articles of this Collective Agreement apply to the teacher recognized in this Article.

- 23.03.a. Article 1 - Purpose
- 23.03.b. Article 2 - Effective Period
- 23.03.c. Article 3.03 - Definitions
- 23.03.d. Article 4 - Recognition
- 23.03.e. Article 5 - Board's Responsibilities and Statutory Rights of Parties
- 23.03.f. Article 6 - Grievance Procedure
- 23.03.g. Article 7 - Health & Safety
- 23.03.h. Article 8 - Return to Work / Accommodations
- 23.03.i. Article 10 - Strike or Lockout
- 23.03.j. Article 12 - Placement on Salary Scale
- 23.03.k. Article 37 - Professional Fees
- 23.03.l. Article 38- Access to Personnel File
- 23.03.m. Article 39 - Federation Dues
- 23.03.n. Article 40 - OSSTF General
- 23.03.o. Article 41 - Collective Agreement
- 23.03.p. Article 44 - Criminal Background Checks
- 23.03.q. Article 49 - Signatures

23.04. Salary

23.04.a. A credit course Continuing Education Teacher shall be placed and shall advance on the steps of the Continuing Education credit course Hourly Salary Schedule set out in this Article, on the basis of the Placement on the Salary Scale article.

23.04.b. Effective September 1, 2019, the credit course hourly salary schedule is as follows:

Year	Cat IV Group 1 A1	Cat V Group 2 A2	Cat VI Group 3 A3	Cat VII Group 4 A4
0	40.73	42.46	46.35	48.81
1	43.21	45.10	49.36	52.08
2	45.70	47.77	52.35	55.35
3	48.14	50.44	55.40	58.66
4	50.60	53.11	58.44	61.92
5	53.11	55.74	61.46	65.20

23.04.c. Effective September 1, 2020, the credit course hourly salary schedule is as follows:

Year	Cat IV Group 1 A1	Cat V Group 2 A2	Cat VI Group 3 A3	Cat VII Group 4 A4
0	41.14	42.88	46.81	49.30
1	43.64	45.55	49.85	52.60
2	46.16	48.25	52.87	55.90
3	48.62	50.94	55.95	59.25
4	51.11	53.64	59.02	62.54
5	53.64	56.30	62.07	65.85

23.04.d. Effective September 1, 2021, the credit course hourly salary schedule is as follows:

Year	Cat IV Group 1 A1	Cat V Group 2 A2	Cat VI Group 3 A3	Cat VII Group 4 A4
0	41.56	43.31	47.28	49.79
1	44.08	46.01	50.35	53.13
2	46.62	48.73	53.40	56.46
3	49.11	51.45	56.51	59.84
4	51.62	54.18	59.61	63.17
5	54.18	56.86	62.69	66.51

23.04.e. Every qualified credit course Continuing Education teacher should progress on the Continuing Education credit course Hourly Salary Schedule from the minimum of the starting salary to the maximum salary by the annual increments provided in the salary schedule.

23.04.f. Effective September 1, 2019, the hourly salary for non-credit Continuing education is \$43.71/hour.

23.04.g. Effective September 1, 2020, the hourly salary for non-credit Continuing education is \$44.15/hour.

23.04.h. Effective September 1, 2021, the hourly salary for non-credit Continuing education is \$44.59/hour.

23.04.i. It is understood that all rates quoted in this Article include Holiday and Vacation pay.

23.05. Illness

23.05.a. Continuing education teachers will be entitled to leave of absence with pay, for two (2) working days per credit course, for illness. The Board may require verification of the illness by a certified medical doctor prior to payment of salary for the absence.

23.06. Continuing Education Learning Centres

- 23.06.a. Credit Courses at Learning Centres will be taught by both Continuing Education Teachers and Contract Teachers.
- 23.06.b. Contract teachers hired after September 1, 2008 may be assigned to teach at any continuing education site on a semester basis dependent upon programming needs.

23.07. Posting of Positions

- 23.07.a. All posting for bargaining unit positions will be posted on Apply to Education (ATE) for at least five (5) days.
- 23.07.b. Continuing Education Teachers are eligible to apply for all bargaining unit postings.
- 23.07.c. Prior, or current Continuing Education Teachers, who apply for continuing education teaching positions shall be given consideration for the position prior to other applicants. Consideration is not a guarantee of an interview. Prior or current Continuing Education Teachers who apply and who do not receive an interview may contact the Principal of Continuing Education to request the reason(s) for not being granted an interview.

23.08. Continuing Education Service and Experience

- 23.08.a. One (1) year of continuing education service and experience shall be equal to teaching six hundred and sixty (660) hours of continuing education credit courses.
- 23.08.b. Less than six hundred and sixty (660) hours of continuing education credit courses shall be prorated.
- 23.08.c. In any one school year, no teacher shall accumulate service exceeding one (1) full year.

23.09. Benefits

- 23.09.a. The Board will not make any contributions toward the cost of benefits for Continuing Education teachers.
- 23.09.b. Eligibility
 - 23.09.b.1 Continuing Education Teachers employed by the Simcoe County District School Board on term-definite contracts teaching a minimum of 110 hours in a six month period shall be eligible to participate in the Group Life Insurance Plan and an Accidental Death and Dismemberment Insurance, Group Extended Health Insurance, and Group Dental Insurance benefits plan if they opt into the plan at the time of hire.
 - 23.09.b.2 Once the teacher has opted into the plan, the teacher will not be able to opt out of the plan for the duration of the teacher's term-definite contract with the Board.

23.09.b.3 Benefits coverage shall terminate at the end of the month in which the Continuing Education Teacher's term-definite contract expires unless their employment continues on a new term-definite contract.

23.09.c. Group Life Insurance Plan and an Accidental Death and Dismemberment Insurance

23.09.c.1 The Board agrees it will deduct employee premiums as requested by the Union for Continuing Education Teachers enrolled in a Group Life Insurance Plan and an Accidental Death and Dismemberment Insurance Plan as determined by the Union.

23.09.d. Group Extended Health Insurance

23.09.d.1 The Board agrees it will deduct employee premiums as requested by the Union for Continuing Education Teachers enrolled in a Group Extended Health Insurance Plan as determined by the Union.

23.09.e. Group Dental Insurance

23.09.e.1 The Board agrees it will deduct employee premiums as requested by the Union for Continuing Education Teachers enrolled in a Group Dental Insurance Plan as determined by the Union.

23.09.f. Benefit Deductions

23.09.f.1 Continuing Education Teachers who are under term-definite contract to teach 330 hours or greater in a 6 month period will be deducted the equivalent amount for benefits that a Contract Teacher, teaching 3 periods per semester would be deducted from their salary.

23.09.f.2 Continuing Education Teachers who are under term-definite contract to teach 220 hours or greater in a 6 month period will be deducted the equivalent amount for benefits that a Contract Teacher, teaching 2 periods per semester would be deducted from their salary.

23.09.f.3 Continuing Education Teachers who are under term-definite contract to teach 110 hours or greater in a 6 month period will be deducted the equivalent amount for benefits that a Contract Teacher, teaching 1 period per semester would be deducted from their salary.

23.10. Working Conditions

- 23.10.a. Where credit courses taught by continuing education teachers exceed 35 students, additional classroom support for the continuing education teacher shall be provided.

L24.00 ELECTRONIC AND DISTANCE EDUCATION PROGRAMS

- 24.01. The Board agrees to provide the Bargaining Unit with all information pertaining to enrolment and staffing of credit courses offered by electronic and distance education programs.
- 24.02. Secondary school students under 21 years of age taking electronically delivered and distance education credit courses offered in a school shall be recorded on the day school register and assigned to a class.
- 24.03. An electronically delivered or distance education credit course delivered in a school may be assigned to a teacher as part of the teacher's normal assignment. The assignment shall comply with the workload and class size provisions.
- 24.04. All lesson preparation, teaching, tutoring, evaluation, testing and reporting of marks for students taking e-Learning or distance education credit courses shall be the responsibility of the Teacher assigned to the course. No Teacher other than the Teacher delivering the e-Learning or distance education course shall be required to tutor e-Learning students.

L25.00 ABSENCES AND LEAVES OF ABSENCE

- 25.01. Accumulated sick leave is used to cover absences due to illness. On the request of the teacher and with the prior approval (when possible and reasonable) of the principal, it may be used to cover the following absences of a special nature.
 - 25.01.a. serious accident or illness in immediate family for sufficient time to alleviate the emergency condition;
 - 25.01.b. although medical or dental appointments are expected to be scheduled outside of working hours, exceptions may be covered;
 - 25.01.c. bereavement leave as required by the particular circumstances;
 - 25.01.d. educational examination involved with the teacher's professional qualifications;
 - 25.01.e. convocation or graduation involving the teacher, the teacher's spouse, child or parent;
 - 25.01.f. inclement weather unless the school is declared closed under Policy 4470 - (If in the opinion of the principal and the respective Superintendent of Education, the absence was not justifiable, a day's pay shall be deducted);
 - 25.01.g. adoption leave of four days with one additional day for adoption court if required;

- 25.01.h. paternity leave of four days, within the first month after the child is in the primary care of the parent;
- 25.01.i. community or public service of an emergency nature - (Not for regularly scheduled or normal events falling during the school day);
- 25.01.j. attendance at the birth of the teacher's child.
- 25.02. In addition, on the request of the teacher and with the prior approval of the principal and the Superintendent of Human Resource Services, or designate, accumulated sick leave may be used to cover the following absences:
 - 25.02.a. community or public service of a special nature - (Not for regularly scheduled or normal events falling during the school days);
 - 25.02.b. attendance at Provincial meetings for District Executive delegates.
- 25.03. On the request of the teacher and with the prior approval of the Superintendent of Human Resource Services or designate, accumulated sick leave may be used to cover absences for unusual personal reasons not obviously covered by the above.
 - 25.03.a. When a leave has been granted, the principal of the teacher's school will be informed, by the office of the Superintendent of Human Resource Services, that a leave for personal and confidential reasons has been granted.
- 25.04. Disagreement in interpretation of the above shall be referred to the Director of Education, or designate, for prior approval.
- 25.05. The following absences shall be without loss or gain of salary and without loss of sick leave credits or supplemental absences:
 - 25.05.a. quarantine,
 - 25.05.b. jury duty,
 - 25.05.c. subpoena,
 - 25.05.d. recognized religious holy days with the prior approval of the principal,
 - 25.05.e. unusual and urgent personal reasons approved by the Director of Education or designate.
 - 25.05.f. school closure
- 25.06. Absence without loss or gain of salary and without loss of sick leave credits may be granted to a teacher to attend a liaison meeting with a community or educational organization approved by the Board or Administrative Council.
- 25.07. In the first case of personal illness of five (5) consecutive days, an acceptable certificate from a physician, or other qualified practitioner, authorizing the Board to confirm the necessity for the absence may be required. Such an acceptable certificate may also be required for cases of personal illness which total more than five (5) school days in the same school year. A member, where required, shall provide to

the Board evidence of illness satisfactory to the Employer stating the dates of absence and the reason therefore, excluding diagnosis.

- 25.08. Absences that are not approved under the terms of 25.01 - 25.07 shall result in loss of pay unless there are extenuating circumstances satisfactory to the Director of Education.
- 25.09. No provision of this Agreement shall preclude the Director of Education, or designate, from granting, at the request of a teacher, leave with or without pay and with or without deduction of sick leave credits when in the opinion of the Director, or designate, such leave is appropriate.
- 25.10. A member shall have the right to OSSTF representation at any meeting with Human Resource Services where the member's attendance history is to be discussed.

L26.00 LEAVE OF ABSENCE – EXECUTIVE POSITION – PROVINCIAL OSSTF

- 26.01 Upon written request by the Provincial Office of OSSTF, a teacher, holding a contract with the Simcoe County District School Board, who has been elected to a full-time executive position on the Provincial Executive of OSSTF shall be granted a Leave of Absence for the term of the elected office.
- 26.02 Salary and benefits under the current Collective Agreement shall continue to be paid to the teacher by the Simcoe County District School Board, but the Provincial Federation shall reimburse the Simcoe County District School Board for all costs relating to payment for that teacher under the Collective Agreement.
- 26.03 While on such leave, the teacher shall be entitled to Accumulated Sick Leave Credits. Teachers on such leaves for less than twenty-four (24) months shall notify the Board through the absence replacement system. Teachers on such leaves for greater than twenty four (24) months shall notify the Board of used sick days through the Human Resource Services Department.
- 26.04 While on such leave, the teachers elected to the above-named positions shall continue to accumulate seniority and experience as if the teacher had remained in a full-time teaching position with the Board.
- 26.05 Teachers on a Leave of Absence to represent the members of OSSTF in a Provincial Executive position, for less than 24 consecutive months, will be guaranteed a return to their original school or position of responsibility subject to the Seniority, Placement, Transfers and Redundancy provisions.
- 26.06 Teachers wishing to take a Leave of Absence for an Executive Position with Provincial OSSTF that will exceed 24 consecutive months may request approval in writing to the Superintendent, Human Resource Services. Such requests for leaves exceeding 24 consecutive months will not be unreasonably denied.
 - 26.06.a The Superintendent, Human Resource Services may also approve a return to their original school and position of responsibility, where applicable, in advance of the leave. Such return to the original school shall be subject to the Seniority, Placement, Transfers and Redundancy provisions. Such requests will not be unreasonably denied.

L27.00 LEAVE OF ABSENCE – EXECUTIVE OFFICERS – BARGAINING UNIT

- 27.01 Upon written request by the Bargaining Unit, a teacher holding a contract with the Simcoe County District School Board who has been elected to an executive position of the bargaining unit shall be granted a leave of absence for the term of elected office.
- 27.02 Salary and benefits under the current Collective Agreement shall continue to be paid to the teacher(s) by the Simcoe County District School Board, but the Bargaining Unit shall reimburse the Simcoe County District School Board thirty percent (30%) of the salary and benefits for the Bargaining Unit President and one-hundred percent (100%) of the salary and benefits for any additional executive officers.
- 27.03 While on such leave, the teacher shall be entitled to Accumulated Sick Leave Credits. Teachers on such leaves for less than twenty-four (24) months shall notify the Board through the absence replacement system. Teachers on such leaves for greater than twenty four (24) months shall notify the Board of used sick days through the Human Resource Services Department.
- 27.04 While on such leave, the teachers elected to the above-named positions shall continue to accumulate seniority and experience as if the teacher had remained in a full-time teaching position with the Board and receive all salary and benefits under the Collective Agreement as if they had remained in their contracted teaching position with the Board.
- 27.05 Teachers on a Leave of Absence to represent the members of OSSTF in a Bargaining Unit Executive Officer position, less than 24 consecutive months, will be guaranteed a return to their original school or position of responsibility subject to the Seniority, Placement, Transfers and Redundancy provisions.
- 27.06 Teachers wishing to take a Leave of Absence in a Bargaining Unit Executive Officer Position that will exceed 24 consecutive months may request approval in writing to the Superintendent, Human Resource Services. Such requests for leaves exceeding 24 consecutive months will not be unreasonably denied.
- 27.06.a The Superintendent, Human Resource Services may also approve a return to their original school and position of responsibility, where applicable, in advance of the leave. Such return to the original school shall be subject to the Seniority, Placement, Transfers and Redundancy provisions. Such requests will not be unreasonably denied.
- 27.07 It is agreed and understood that leaves for such executive officers for the Bargaining Unit are limited to a maximum of three (3) full-time equivalent teachers in any one-year.

L28.00 LOAN OF SERVICE OR SECONDMENT

- 28.01 A teacher, at the discretion of the Director of Education or designate, may be granted a leave of absence in order to participate in a loan of service or a secondment with an entity approved by the Board.
- 28.02 A teacher on a loan of service with another entity shall be covered by the terms and conditions of this Collective Agreement unless the teacher has signed an agreement with the entity which specifies different terms and conditions of employment. Where

the terms in salary and working conditions are in conflict with this collective agreement, the terms to which the teacher has agreed shall take precedent.

28.03 Upon the expiration of a loan of service or a secondment which does not exceed twenty four (24) consecutive months, the teacher will be assigned to the original position (including position of responsibility) in the original school subject to the Seniority, Placement, Transfers and Redundancy provisions.

28.04 In the event that the teacher was granted a loan of service or a secondment which exceeded twenty-four consecutive months, upon expiration, the teacher will be assigned a position in the County subject to the Seniority, Placement, Transfers and Redundancy provisions.

L29.00 FAMILY MEDICAL LEAVE OR CRITICALLY ILL CHILD CARE LEAVE

29.01 Family Medical Leave or Critically Ill Child Care Leave will be granted in accordance with the Employment Standards Act.

L30.00 LONG-TERM UNPAID LEAVE OF ABSENCE

30.01 A Long-Term Unpaid Leave of Absence shall be for a period of one semester or more.

30.02 A teacher holding a contract with the Simcoe County District School Board, at the discretion of the Director of Education or designate, may be granted an unpaid leave of absence for reasons mutually agreed upon between the applicant and the Board, without pay and without accumulation of sick leave credits.

30.03 The application for a long-term unpaid leave of absence must be submitted to the Superintendent of Human Resource Services:

30.03.a by April 1 for leaves starting the following September and

30.03.b by December 1 for leaves starting at the beginning of Semester II of that school year.

30.03.c at the earliest date possible for Leaves commencing at other times.

30.04 Teachers wishing to retain the employee benefits coverage must assume the full cost of the fringe benefits plan during the leave of absence. Arrangements for payment must be made prior to commencing the leave.

30.05 Upon expiration of a long-term unpaid leave of absence, which did not exceed two years, the teacher will be assigned to the original position (including position of responsibility) in the original school subject to the Seniority, Placement, Transfers and Redundancy provisions.

30.06 In the event that a teacher is granted, a long-term unpaid leave of absence, which exceeds two years, upon expiration of the leave the teacher will be, assigned a position in the county subject to the Seniority, Placement, Transfers and Redundancy provisions.

30.07 A teacher on a long-term unpaid leave of absence must give notice, in writing, to the Superintendent of Human Resource Services of their intention to return to work,

or apply for another long-term unpaid leave of absence subject to the approval of the Superintendent of Human Resource Services.

30.07.a by April 1 of the year of leave for return or renewal in September of the following school year, or

30.07.b by December 1 for return or renewal at the beginning of the second semester.

30.08 In the case of unforeseen difficulties, a teacher may be granted a return from unpaid leave by giving two (2) weeks' notice, in writing, to the Superintendent of Human Resource Services. Such requests will be considered if vacancies exist in accordance with their qualifications.

30.09 Upon re-assignment, the seniority and the accumulated sick leave days obtained before the leave was commenced will be reinstated.

30.10 Teachers on long-term Unpaid Leaves of Absence are required to maintain good standing status with the Ontario College of Teachers during the period of the leave and will provide proof of good standing as well as a current offense declaration prior to returning from the leave to normal duties.

30.11 The approval and/or timing of long-term unpaid leaves of absence may be dependent on the availability of suitably qualified occasional teachers.

30.12 A teacher who is a successful candidate in a federal, provincial or municipal election shall be granted a full-time or part-time unpaid leave of absence if it is requested by the teacher.

30.13 In cases where absence is compensable under the Workplace Safety and Insurance Board, the period of absence to be charged to the sick leave credits shall be equal to the payments made by the Board to the teacher.

L31.00 SHORT-TERM UNPAID LEAVE OF ABSENCE

31.01 Requests for a short-term unpaid leave of absence will be made utilizing an on-line application.

31.02 A Short-Term Unpaid Leave of Absence shall be for a period less than one semester.

31.03 A teacher holding a contract with the Simcoe County District School Board, at the discretion of the Director of Education or designate, may be granted an unpaid leave of absence for reasons mutually agreed upon between the applicant and the Board, without pay and without accumulation of sick leave credits.

31.04 The application for leave must be submitted to the Superintendent of Human Resource Services at the earliest date possible in advance of the leave start date.

31.05 Teachers wishing to retain the employee benefits coverage must assume the full cost of the fringe benefits plan during the leave of absence. Arrangements for payment must be made prior to commencing the leave.

- 31.06 Upon expiration of an unpaid leave of absence, which did not exceed two years, the teacher will be assigned to the original position (including position of responsibility) in the original school subject to the Seniority, Placement, Transfers and Redundancy provisions.
- 31.07 Upon return from a short-term unpaid leave, the seniority and the accumulated sick leave days obtained before the leave was commenced will be reinstated.
- 31.08 Teachers on Short-term Unpaid Leaves of Absence are required to maintain good standing status with the Ontario College of Teachers during the period of the leave.
- 31.09 The approval and/or timing of unpaid leaves of absence may be dependent on the availability of suitably qualified occasional teachers.
- 31.10 If requested a teacher who is a candidate, or is seeking a nomination in a federal, provincial or municipal election will be granted an unpaid leave of absence, in full or part day increments, for campaigning purposes.
- 31.11 In cases where absence is compensable under the Workplace Safety and Insurance Board, the period of absence to be charged to the sick leave credits shall be equal to the payments made by the Board to the teacher.

L32.00 DEFERRED SALARY LEAVE OF ABSENCE PLAN

32.01 Description:

- 32.01.a The Deferred Salary Leave Plan (the Plan) has been developed to afford contract teachers the opportunity of taking a leave of absence which is financed through the deferral of their salary.
- 32.01.b The parties agree to maintain the Plan to reflect regulations of the Canada Revenue Agency (CRA), as amended from time to time. The Board agrees to provide a link to the Plan details on the staff website to include the application form, salary deferral information and a link to CRA.

32.02 Eligibility:

- 32.02.a A contract teacher shall have taught for three (3) continuous years with the Simcoe County District Board before they are eligible to apply for Salary Deferral Leave of Absence plan.
- 32.02.b The number of teachers eligible to enter the Plan in any one school year will be determined by the Board.

32.03 Application and Approval Process:

- 32.03.a A contract teacher wishing to participate in the Plan may submit an application to the Superintendent of Human Resource Services, for their approval. Application forms will be available on the staff website.
- 32.03.b Applicants will be notified of their preliminary acceptance, or rejection, of their participation in the Plan within one (1) month of receipt of their application.
- 32.03.c Participants upon preliminary acceptance in the Plan, shall be required to sign an agreement, satisfactory to the CRA, supplied by the Board, before final approval of the leave will be granted.
- 32.03.d A contract teacher shall not be permitted to transfer between approved CRA Plan options.
- 32.03.e All requests for deferred salary leave of absence for periods that will commence other than at the beginning of a school year or semester shall be accompanied by reasons for the request.

32.04 General Terms and Conditions

- 32.04.a At the request of the teacher, the commencement of the absence from the Board, due to the deferred salary leave of absence, may be adjusted, within the provisions of the CRA.
 - 32.04.b The salary deductions shall be deposited in a trust or fund designated by the Board.
- 32.05 The Board agrees to undertake the administrative expense of such deductions or deposits of salary as may be necessary at no expense to the teachers.
- 32.06 A teacher may alter the amount of the salary deduction within the limits defined by the CRA by giving the Board sixty (60) days' notice in writing.
- 32.07 Should a teacher leave the employ of the Board for any reason (including illness or death) while participating in the plan, any monies owed and interest accumulated shall be paid to the teacher or the teacher's estate within sixty (60) days.
- 32.08 At least one (1) month prior to the commencement of the leave, a teacher may withdraw from the plan, in which case monies owed and interest accumulated shall be paid to the teacher or estate within sixty (60) days.
- 32.09 Teachers wishing to retain the employee benefits coverage must assume the full cost of the fringe benefits plan during the leave of absence. Benefit premiums will be deducted from the teacher's bi-weekly payments.
- 32.10 The taking of a deferred salary leave of absence shall not alter the number of days to the teacher's credit in the accumulative sick leave plan immediately prior to the start of the leave.

- 32.11 While on deferred salary leave of absence, a teacher shall retain but not increase continuous seniority with the Board.
- 32.12 The Board agrees to the conditions of the deferred salary leave of absence and the teacher going on leave agrees to these conditions as well as to the conditions in the teacher's individual contract.
- 32.13 While on a deferred salary leave of absence, the teacher will maintain their original position (including a Position of Responsibility) in the original school subject to the Seniority, Placement, Transfers and Redundancy provisions.

L33.00 LEAVES GENERAL

- 33.01 Teachers on any approved leave, or part-time teachers who are not currently teaching, who are declared transferable through the Seniority, Placement, Transfers and Redundancy provisions, shall be notified by electronic mail and, if necessary, mail addressed to the last known address.
- 33.02 No teacher on, deferred salary leave of absence, unpaid leave of absence, loan of service or secondment, or exchange program which exceeds twenty-four (24) consecutive calendar months, will be guaranteed a return to the original school or position of responsibility. Only leaves of absence, which specify a guaranteed return to the original school, in excess of a twenty-four (24) consecutive calendar month absence, shall be honoured.
- 33.03 Upon the expiration of a leave, that exceeds two (2) years, the teacher will be assigned to a teaching position within the Board.
- 33.04 Teachers on a Leave of Absence to represent the members of OSSTF in a Provincial Executive position, for less than 24 consecutive months, will be guaranteed a return to their original school or position of responsibility subject to the Seniority, Placement, Transfers and Redundancy provisions.

L34.00 PREGNANCY AND PARENTAL LEAVES

- 34.01 Pregnancy, Parental and Adoption leaves shall be granted in accordance with The Employment Standards Act and as augmented by this Article.
- 34.02 In accordance with The Employment Standards Act, Adoption Leave is a Parental Leave.
- 34.03 Upon approval of the E.I.C., the Board will provide a weekly benefit, payable for the two week waiting period at a weekly rate equal to one-hundred percent (100%) of the teacher's normal weekly earnings providing the teacher complies with the conditions of the SEB-Plan. Normal weekly earnings to be calculated as follows:

$$\frac{\text{Teacher's annual earnings}}{\text{Number of days in the school year}} \times 5$$
- 34.04 The Board shall provide a top up to one hundred percent (100%) of the Teacher's salary for the six (6) weeks of pregnancy leave following the waiting period.
- 34.05 A teacher who is eligible for E.I. benefits may only use the provisions of 34.03 and 34.04. A teacher who is not eligible for E.I. benefits and who provides medical

substantiation for the need may use sick leave credits. A teacher may only access the number of sick day credits available to them under the Board's sick leave plan.

- 34.06 The benefits provided in Article L21 are intended to be income replacement and may only be claimed for days when the teacher would otherwise have worked.
- 34.07 At the request of the teacher, a teacher eligible for Pregnancy or Parental Leave, in accordance with The Employment Standards Act, shall be granted an Unpaid Leave of Absence (Child Care) for the period of the remainder of the school term or year in which the Pregnancy or Parental Leave terminated and shall return to the teacher's original position, (including position of responsibility) in the original school providing the position still exists. The teacher shall be subject to the Seniority, Placement, Transfers, and Redundancy provisions as they exist at the time of final approval.
- 34.08 An employee on Parental Leave shall not be entitled to Sick Leave benefit while on such leave.
- 34.09 Seniority shall accumulate for all Pregnancy and Parental leaves.
- 34.10 The Board shall pay its share of all benefits of a teacher on a Pregnancy or Parental Leave.
- 34.11 Teaching experience, for the purpose of salary grid placement, shall accumulate for all Pregnancy and Parental Leaves.
- 34.12 Teachers on Pregnancy or Parental leave returning to work will receive the sick leave credits that they would be entitled to if they were working.
- 34.13 When a teacher returns to duties upon the expiration of a Pregnancy or Parental leave, salary shall be paid in accordance with the portion of the year taught.
- 34.14 Upon the expiration of a Pregnancy, Parental or Unpaid Leave of Absence (Child Care) which did not exceed two (2) years, the teacher will be assigned to the original position (including position of responsibility) in the original school subject to the Seniority, Placement, Transfers, and Redundancy provisions.
- 34.15 No teacher shall expect the combined sequential time lapse for a Pregnancy Leave, Parental Leave and/or Unpaid Leave of Absence to exceed a two (2) year period. However, at the sole discretion of the Superintendent of Human Resource Services such leave may be extended to the end of the semester or school year, whichever is sooner, in order to avoid disruption to students and classes.
- 34.16 Teachers on Pregnancy and Parental Leaves of Absence or Unpaid Leaves of Absence (Child Care) are required to maintain good standing status with the Ontario College of Teachers during the period of the leave.
- 34.17 A teacher on a Pregnancy, Parental leave can serve two (2) weeks' notice, in writing, to the Superintendent of Human Resource Services of their intention to return to their position.
- 34.18 If the child is hospitalized after birth the member shall be entitled to use Sick Leave credits and the leave will not commence until the child is in the primary care of the parent.

- 34.19 Effective September 1, 2016, service seniority shall accumulate during an Unpaid Leave of Absence (Child Care).

L35.00 EXCHANGE PROGRAMS

35.01 Exchange Within Panel

- 35.01.a The Board may allow teacher exchange within the secondary panel, for a maximum of two (2) years, provided that the Superintendent of Human Resource Services approve the exchange.
- 35.01.b Requests for exchange must be initiated by the teachers concerned by April 1. The exchange request must be submitted to the Superintendent of Human Resource Services. Final approval shall be given by May 1.
- 35.01.c Exchanges will be for one (1) year but may be extended to two (2) years if all parties agree by May 1 of the first year of the exchange.
- 35.01.d For the purposes of the Seniority, Placement, Transfers and Redundancy, the teachers shall be considered as members of the staffs of the schools from which they came.
- 35.01.e Exchange will not affect seniority.
- 35.01.f Teachers participating in an internal exchange program shall receive the same basic salary and benefits. If a teacher who holds a position of responsibility enters into an exchange agreement, basic salary shall be unaffected by the exchange, but the allowance(s) for position(s) of responsibility shall be paid to the teacher(s) assuming the position(s) of responsibility.
- 35.01.g In the case of unforeseen difficulties, an internal exchange situation may be terminated at the discretion of the Board.

35.02 Exchanges Between Panels

- 35.02.a Exchanges between panels may be accomplished by teachers in the secondary panel through the Unpaid Leave of Absence provision.
- 35.02.b Requests for exchange between panels must be initiated by the teachers concerned by April 1. The exchange requests must be submitted to the Superintendent of Human Resource Services. Final approval shall be given by May 1.
- 35.02.c Exchanges will be for one (1) year but may be extended to two (2) years if all parties agree by May 1 of the first year of the exchange.
- 35.02.d For the purposes of Seniority, Placement, Transfers and Redundancy, the teachers shall be considered as members of the staffs of the schools from which they came.
- 35.02.e Exchange will not affect seniority.

- 35.02.f While participating in the exchange between panels program, teachers on leave from the secondary panel will become members of the Simcoe County Elementary Teachers' Federation and will be subject to the terms and conditions of the Simcoe County Elementary Teachers' Federation Collective Agreement, including salary and benefits.
- 35.02.g In the case of unforeseen difficulties, an internal exchange situation may be terminated at the discretion of the Board.
- 35.03 Exchanges Between Boards, Provinces or Countries
 - 35.03.a The Board agrees to provide the opportunity for members of the Bargaining Unit who have completed three (3) years' employment with the Board to participate in teacher exchange with teachers from other Ontario school boards, from other provinces, and from other countries, subject to the Board's approval of the teacher's application and of the person with whom the Member is to be exchanged.
 - 35.03.b Requests for exchange between boards, provinces, or countries must be initiated by the teacher with a written request to the Superintendent of Human Resource Services by April 1. Final approval shall be given by May 1.
 - 35.03.c Exchanges will be for one (1) year but may be extended to two (2) years if all parties agree by May 1 of the first year of the exchange.
 - 35.03.d For the purposes of Seniority, Placement, Transfers and Redundancy, the teachers shall be considered as members of the staffs of the schools from which they came.
 - 35.03.e Exchange will not affect seniority.
 - 35.03.f SCDSB Contract teachers participating in an exchange between boards, provinces or countries shall receive the same basic salary and benefits. If a teacher who holds a position of responsibility enters into an exchange agreement, basic salary shall be unaffected by the exchange, but the allowance(s) for position(s) of responsibility shall be paid to the teacher(s) assuming the position(s) of responsibility.

L36.00 COMMITTEES

36.01 In-School Staffing Committee

36.01.a The In-School Staffing Committee shall be comprised of:

- 36.01.a.1 the principal and one vice-principal;
- 36.01.a.2 one of the school's Collective Bargaining Committee representatives; and
- 36.01.a.3 one member of the teaching staff elected by the staff by a secret ballot.

36.01.b The In-School Staffing Committee shall review the current school year's organization for the purpose of the October 31 and March 31 Ministry reports as well as reviewing the following year's organization and planning prior to May 31.

36.01.c If requested, the Principal shall meet with their in-school staffing committees to discuss any concerns regarding class size prior to October 1 and March 1 each school year.

36.01.d As part of the process referenced above, the In-School Staffing Committee shall:

- 36.01.d.1 review and monitor the average class size;
- 36.01.d.2 provide input to the administration, review and monitor the allocation of the school's instructional and non-instructional time per teacher;
- 36.01.d.3 provide input to the administration, review and monitor the allocation of scheduled supervisory duties per teacher.

36.01.e The In-School Staffing Committee shall provide input for the spring staffing cycle as requested by the Working Conditions Committee.

36.01.f Unless determined otherwise by the Working Conditions Committee, this input shall occur prior to May 1.

36.01.g The Principal shall provide the other members of the In-School Staffing Committee with all relevant information, before any scheduled meeting or within five (5) working days if it is requested by the Staffing Committee representatives, in order to allow the In-School Staffing Committee to fulfill its responsibilities as defined above.

- 36.01.g.1 The information provided or requested shall include but not be limited to school staff allocation, teacher timetables, master schedules, teacher replacement duty/supervision schedules and supervision schedule tracking sheets.

36.01.h The In-School Staffing Committee shall meet at reasonable intervals at the request of either the principal or the school's Collective Bargaining Committee representative.

36.01.i The In-School Staffing Committee shall report to the school staff, in writing, at reasonable intervals.

- 36.01.j The In-School Staffing Committee shall be responsible for reporting to the Working Conditions Committee the details of implementing the staffing and workload conditions of this collective agreement.
- 36.01.k The In-School Staffing Committee will review the method of staffing the school including surplus and redundancy declarations, transfers and vacancies.
- 36.01.l The In-School Staffing Committee will establish final mark deadlines and report card deadlines.

36.02 Trustee-Teacher Relations Committee

- 36.02.a A Trustee-Teacher Relations Committee shall be established in the first month of the contract year.

36.02.a.1 Purpose

- 36.02.a.1.1 The purpose of the committee is to provide a forum for the discussion of matters of mutual interest which are not in dispute and which arise during the term of this agreement, in order to promote the best possible relations between the Board and its staff.

36.02.a.2 Composition of Trustee-Teacher Relations Committee

36.02.a.2.1 The Committee shall consist of:

- 35.02.a.2.1.1 two Trustees appointed by the Board Chairperson
- 35.02.a.2.1.2 two members of the Administrative Council
- 35.02.1.2.1.3 two members of O.S.S.T.F.

36.02.a.2.2 Additional members, as resource, may be co-opted to the Committee by any of the parties involved.

36.03 Working Conditions Committee

- 36.03.a There shall be a Working Conditions Committee (WCC) which will meet on a jointly agreed schedule, no less than four (4) times per year, not including joint management/union staffing process meetings. The Committee shall consist of six (6) members: three (3) representing O.S.S.T.F. District 17 of which one (1) shall be the President; and three (3) representing the Board administration including one Superintendent.

36.03.b The Working Conditions Committee shall perform the following duties:

- 36.03.b.1 gather, compile and validate data with respect to staffing, teacher workload and average class size;
- 36.03.b.2 review, monitor and ensure that the application of transfer, surplus and redundancy procedures are properly followed including appeals;

- 36.03.b.3 report and make recommendations concerning the above matters to the respective negotiating committees no later than April 1 of each school year.
 - 36.03.b.4 determine the total allocation of teachers for the following school year;
 - 36.03.b.5 review the allocation of staff to the schools within the staffing parameters;
 - 36.03.b.6 distribute to each In-School Staffing Committee the staff allocations for all schools;
 - 36.03.b.7 meet with an In-School Staffing Committee at the request of the Principal or the District 17 President, if such a meeting is deemed necessary by the Superintendent of Human Resource Services;
 - 36.03.b.8 review the system for tracking the utilization of supervisory duties.
 - 36.03.b.9 Discuss the implications of any new or amended APMs, Policy and Numbered Memos which will affect the Members of the Bargaining Unit.
- 36.03.c If the Working Conditions Committee cannot achieve agreement over an issue, the Bargaining Unit recognizes the Superintendent of Human Resource Services' right to make a final decision in a timely manner. If in the opinion of the Bargaining Unit such a decision is a violation of the collective agreement, the Board recognizes the Bargaining Unit's right to grieve.
- 36.03.d The Working Conditions Committee shall be invited to the joint management/union staffing process meetings.

L37.00 PROFESSIONAL FEES

- 37.01 The Board shall deduct professional fees for the Ontario College of Teachers' or its successor and remit the fees to this professional body as directed by the bargaining unit President.

L38.00 ACCESS TO PERSONNEL FILE

- 38.01 Upon a teacher's request a principal or designate shall provide immediate access to the teacher's on-site personnel file. A teacher shall be entitled to copy any materials contained in the on-site personnel file.
- 38.02 Upon a teacher's request, and in the presence of a Board Human Resource Services employee, a teacher shall have access to their Board personnel file located in the Human Resource Services Department at the Simcoe County District School Board. Where a teacher authorizes, in writing, access to the teacher's Board personnel file by another person acting on their behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.

- 38.03 A disciplinary report contained in a Teacher's personnel file shall be removed from the file three (3) years after its date of issue, provided that there is no other disciplinary action during that period of time. No reference to this report shall remain on file.
- 38.04 Notwithstanding the above, documents related to investigations or disciplinary action in cases of harassment or abuse or in matters for which there is a statutory requirement for retention shall not be removed.
- 38.05 Documents of an advisory nature shall not be included in a teacher's on-site or Board personnel file.

L39.00 FEDERATION DUES

- 39.01 On each pay date on which an employee is paid, the Employer shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded, in writing, to the Employer at least thirty (30) days prior to the expected date of the change.
- 39.02 The OSSTF dues deducted in Article 38.01 shall be remitted to the Treasurer of OSSTF at OSSTF Provincial Office no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers, annual salary, salary for the period and the amounts deducted.
- 39.03 Dues specified by the Bargaining Unit, if any, shall be deducted and remitted to the Treasurer of OSSTF, District 17 Simcoe at the District OSSTF office no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list, in Excel or other agreed format, identifying each employee's name, employee ID number, annual salary, salary for the period and the amounts deducted.
- 39.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

L40.00 OSSTF GENERAL

- 40.01 The District 17 Teacher Bargaining Unit may hold meetings with its members at schools provided that the Principal approves the use of the space required. These meetings may be held during a teacher's lunch break, provided that there continues to be in the opinion of the Principal, adequate student supervision available in the school.
- 40.02 The Employer shall provide a bulletin board for the use of the union at an appropriate location in each worksite upon which the union shall have the right to post notices relating to matters of interest to the union and the employees, provided the author's name or the OSSTF logo is on the notice.
- 40.03 The Board will provide access to all policies and APM's on the staff website to all teachers and will forward any relevant memoranda to the President of the Bargaining Unit.

- 40.04 The Board agrees to consult with OSSTF when any Policy or Procedure is revised.
- 40.05 Individual teachers may be released from their normal duties in order to perform union duties with no loss of salary, sick leave, supplemental absence or any other right, privilege, or entitlement under this Collective Agreement.
- 40.06 For these individual days, the Union will reimburse the Board for the cost of the teacher's replacement at the daily rate of an occasional teacher, if one is hired. In the event that a teacher is released for an absence of ten (10) or more consecutive days, the Union will reimburse the Board the full grid rate cost of the replacement long-term occasional teacher, if one is hired.

L41.00 COLLECTIVE AGREEMENT

- 41.01 The Board shall post the Collective Agreement on the Board's website and the federation shall post the Collective Agreement on the Bargaining Unit website for access by all Administration and TBU Members.

L42.00 PROFESSIONAL ACTIVITY DAYS

- 42.01 During the school year, two (2) Professional Activity Days will be available for teachers to use to address student achievement for the students in their current classes.

L43.00 TEACHER PERFORMANCE APPRAISAL

- 43.01 The Ministry of Education's Technical Requirements Manual shall be used for Teacher Performance Appraisals (TPAs) of experienced Teachers.
- 43.02 The Ministry of Education's New Teacher Induction Program (NTIP) Manual for Performance Appraisal for New Teachers shall be used in the evaluation of all new teachers as defined by NTIP.
- 43.03 Only supervisory officers, principals and vice-principals shall perform a Teacher Performance Appraisal. Teachers in the Bargaining Unit will not be asked to perform a Teacher Performance Appraisal.
- 43.04 When a teacher receives a performance appraisal, which was rated unsatisfactory or development needed, the Board, shall contact the Bargaining Unit President prior to meeting with the teacher.
- 43.05 The Bargaining Unit President or designate will accompany a teacher to a meeting in which the teacher will receive a summative report of an unsatisfactory or development needed rating.
- 43.06 A teacher shall be given at least two (2) school days' notice before a classroom observation or the observation of other professional duties for teachers assigned outside of the classroom unless mutually agreed upon.

L44.00 CRIMINAL BACKGROUND CHECKS

- 44.01 A Teacher may request the attendance of Union representation at any meeting held for the purpose of discussing the content of a Criminal Background Check with

Vulnerable Sector Screening or an Offence Declaration. A Human Resource Services Representative shall contact the President of the Bargaining Unit prior to the meeting taking place.

- 44.02 The Board shall ensure that all records and information including Offence Declaration and Criminal Background Checks with Vulnerable Sector Screening obtained pursuant to the Education Act or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Superintendent of Human Resource Services and/or designate and the teacher and/or designate.

L45.00 STAFF ALLOCATION

- 45.01 The total projected staff allocation for each school by Semester will be determined in the spring of the preceding year using the Board's projected average daily enrolment for staffing purposes and no less than the minimum Ministry funded staff.

45.01.a A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or class-size regulation.

- 45.02 Once the Board's projected average daily enrolment is available following the March 31 Ministry of Education count date the Working Conditions Committee will meet no later than April 15 to review the estimated number of teachers for the system for the following school year.

- 45.03 For the 2011 – 2012 school year there shall be a minimum number of Classroom Teachers as stated in the Ministry of Education Technical Paper and the Provincial Discussion Table Agreement.

- 45.04 For the 2009-2012 school years there shall be a minimum number of Guidance Teachers as stated in the Ministry of Education Technical Paper.

- 45.05 The number of Special Education Teachers for the 2008-2012 school years shall be confirmed annually, at a Working Conditions Committee meeting, consistent with direction from the Ministry of Education.

- 45.06 The number of Student Success Teachers for the 2008-2012 school years shall be confirmed annually, at a Working Conditions Committee meeting, consistent with direction from the Ministry of Education.

45.06.1 The role of the Student Success Teachers shall be confirmed annually, at a Working Conditions Committee meeting, consistent with direction from the Ministry of Education.

- 45.07 One section of teacher-librarian shall be allocated to each school for each instructional period.

- 45.08 The Board shall distribute staff to secondary worksites considering a variety of factors including but not limited to school profile and school size. Any changes in the factors shall be reviewed with the Working Conditions Committee.

L46.00 POSTING OF POSITIONS AND SELECTION

- 46.01 All vacancies in teaching positions within the County shall be posted on the staff website and on Apply to Education (ATE) for five (5) working days. Postings shall be site specific and shall include the number of periods, the subject area and all other known details.
- 46.02 All positions of responsibility, where six (6) contract periods are available and three (3) or more of the periods fall within the sections assigned to the department in question, within the County shall be posted on the staff website and on Apply to Education (ATE) for five (5) working days. Postings shall be site specific and shall include the number of periods, the course(s) and all other known details. A hard copy of every job posting will be posted in all secondary schools and Continuing Education Centres in a location accessible to all Members.
- 46.03 Notwithstanding Article 45.01, teaching positions, other than positions of responsibility, that become available during the last two weeks of August will be posted but interviews for the position and selection of the successful candidate may be completed within two (2) days of the posting being made with the Human Resource Services office.
- 46.04 Notwithstanding Article 45.01 and 45.02, in the event that a vacancy in a teaching position or a position of responsibility becomes available, subsequent to school opening in September, as a result of increased enrolment, the vacancy will be posted in the schools for a period of three (3) days and may be advertised externally simultaneously with the internal posting.
- 46.05 Internal applicants shall apply directly to the Principal of the school where the vacancy exists.
- 46.06 A Position of Responsibility designated as "Temporary" and Positions of Responsibility where 6 periods of contract are not available shall be posted in the school where the position of responsibility is available.
- 46.07 Teachers with a right of recall shall be offered the vacancy based on seniority and qualifications. If there are no rights of recall, internal qualified contract teachers shall be considered for a vacancy before other candidates are considered. Consideration is not a guarantee of an interview. Internal applicants that did not receive an interview may contact the Principal of the school to request the reason(s) for not being granted an interview. The hiring principal will select qualified applicants in considering the merits of their record, application, interview and reference checks.
- 46.08 If no internal contract teacher is hired, SCDSB Continuing Education teachers with at least six hundred and sixty (660) hours of credit-course delivery in the last two (2) years may be considered for a vacancy before an external applicant is hired. Consideration is not a guarantee of an interview.

L47.00 SENIORITY, PLACEMENT, TRANSFER AND REDUNDANCY

47.01 Seniority

- 47.01.a. Seniority shall mean the length of service from the first scheduled day of work, as an O.S.S.T.F. Contract Teacher, given to the Simcoe County District School Board or its predecessors subject to the following:

- 47.01.a.1. half-time or more service that is given after September 1, 1981, with the Simcoe County District School Board shall be considered as full-time service for the purpose of calculating the teacher's years of seniority.
- 47.01.a.2. service that is less than half-time since September 1, 1981 with the Simcoe County District School Board shall be prorated in accordance with contracted time worked. Proration shall be based upon ten months per year and twenty days per month.
- 47.01.a.3. effective September 1, 2003, for seniority purposes, teachers on LTD who return to their teaching position shall be credited with the absent time for seniority purposes only.
- 47.01.a.4. effective September 1, 2003, for seniority purposes, service as a Continuing Education Teacher delivering secondary school credit courses with the SCDSB prior to the first scheduled day of work as a Contract Teacher will be applied. Any additional service in continuing education after the first scheduled day of work as a contract teacher will not be applied.

47.01.b. Explanation of Seniority List

- 47.01.b.1. Column A on the seniority list will state the surname of the member and be titled "Surname".
- 47.01.b.2. Column B on the seniority list will state the first name of the member and be titled "First Name".
- 47.01.b.3. Column C on the seniority list will state the job code and be titled "Job Code".
- 47.01.b.4. Column D on the seniority list will state the worksite(s) of the member and be titled "Location".
- 47.01.b.5. Column E on the seniority list will specify the years months and days of seniority in accordance with 47.01.a [e.g. 20.405 will indicate twenty (20) years and four (4) months and one (1) day, as one (1) year is equal to (1.0) seniority credits, one (1) month is equal to (0.1) seniority credits and one (1) day is equal to (0.005) seniority credits] and shall include the years and months of seniority attained in the Elementary Panel while on an exchange from the Secondary Panel and be titled "SECPNLBD".
- 47.01.b.6. Column F on the seniority list will specify the number of years of service as a non-O.S.S.T.F contract teacher with the Simcoe County District School Board while holding a teaching certificate. Information in this column will be calculated from the first scheduled day of work and will not be changed unless the teacher has resigned and obtains

experience in the identified area while not a contract teacher with the Simcoe County District School Board and be titled "NOOSSBEF".

- 47.01.b.7. Column G on the seniority list will specify the length of teaching experience within Ontario as a contract teacher with accredited Boards of Education. Information in this column will be calculated from the first scheduled day of work and will not be changed unless the teacher has resigned and obtains experience in the identified area while not a contract teacher with the Simcoe County District School Board and be titled "CONEXONT".
- 47.01.b.8. Column H on the seniority list will specify continuous supply work, which exceeds one month, out of province experience and out of country experience. Information in this column will be calculated from the first scheduled day of work and will not be changed unless the teacher has resigned and obtains experience in one of the identified areas while not a contract teacher with the Simcoe County District School Board and be titled "OTHRECEX".
- 47.01.b.9. Column I on the seniority list will record the date of the first scheduled day of work as an OSSTF contract teacher and be titled "Contract Date".
- 47.01.c. In any one year, starting September 1st, no contract teacher shall accumulate more than one (1) year of seniority
- 47.01.d. Tie Breakers: In order to break ties created in 46.01.a, the following shall be considered in order:
 - 47.01.d.1. Column F, "NOOSSBEF", and where such is equal,
 - 47.01.d.2. Column G, "CONEXONT", and where such is equal,
 - 47.01.d.3. Column H, "OTHRECEX", and where such is equal,
 - 47.01.d.4. Effective February 1, 1988: Column I, "Contract Date", and where such is equal,
 - 47.01.d.5. as determined by lot, conducted by the Working Conditions Committee.
- 47.01.e. In the event that a teacher returns to the employ of the Board and their seniority calculation would result in a placement among previously tied staff whose position, on the seniority list, has already been determined by lot, the teacher will be assigned the lowest position of the previously tied group.
- 47.01.f. Seniority accumulation, once acquired, will be lost only for discharge for just cause.

- 47.01.g. A current seniority list will be kept in both the Board Office and the O.S.S.T.F. office, for safekeeping.
- 47.01.h. By March 29th of each year, the Board shall have developed a list(s) of all Bargaining Unit members employed by the Board as of February 15 of the same year in order of their acquired seniority.
- 47.01.i. Seniority lists shall be rank ordered such that the most senior Bargaining Unit member is at the top of the list and least senior is at the bottom.
- 47.01.j. The Board-wide seniority list(s) shall be made available electronically through the Board's staff website to all members of the Bargaining Unit no later than April 10th.
- 47.01.k. Errors in the initial calculation of a member's seniority shall be brought to the attention of the Human Resource Services by the member within twenty (20) school days of the availability of the seniority list in which the teacher first appears or the list shall be deemed correct.
- 47.01.l. Any discrepancy in the accumulation of the member's seniority from the previous year list shall be brought to the attention of the Human Resource Services by the member within twenty (20) school days of the availability of the seniority list or the list shall be deemed correct.

47.02. Declarations and Placements

47.02.a. Declaration of School Surplus

- 47.02.a.1. Within the total staff complement assigned each Principal shall staff their school in accordance with seniority and qualifications. This process will occur in the spring based on projected ADE for staffing purposes. Declaration dates to be mutually agreed upon by the Working Conditions committee on an annual basis.
- 47.02.a.2. In the event that there will be a teacher or teachers declared surplus the Principal shall attempt to staff the school so that the least senior teacher(s) on the seniority list is (are) declared surplus.
- 47.02.a.3. A teacher may only be declared in the spring, surplus for their total position held in the school.
- 47.02.a.4. The least senior teacher(s) may only be by-passed as the teacher(s) declared surplus after the Principal:
 - 47.02.a.4.1. has determined the program to be offered in the school,
 - 47.02.a.4.2. has examined the qualifications of the staff
 - 47.02.a.4.3. has ascertained that the school cannot reasonably be organized without the services of the least senior teacher.

- 47.02.a.5. If the Principal, in consultation with the In-School Staffing Committee, is unable to staff the school by declaring the least senior teacher surplus, a written explanation will be provided to the Superintendent of Human Resource Services with a copy to the President of the Bargaining Unit, District 17.
- 47.02.a.6. If the least senior teacher is by-passed, the next least senior teacher will be declared surplus unless it is necessary to continue the implementation of clauses above.
- 47.02.a.7. A teacher continuing to hold a Position of Responsibility, excluding Temporary Positions of Responsibility, shall be exempt from school surplus declarations.
- 47.02.a.8. The principal, shall notify each teacher in writing that they have been declared surplus, the letter shall include information on the appeals process and the right of recall process. A list shall be submitted to Human Resource Services with the names of those teachers declared surplus and a description of all vacant positions in the school.
- 47.02.a.9. A teacher who has been declared surplus may appeal the declaration if there are reasons to believe the correct procedures have not been followed. The teacher must appeal to the Working Conditions Committee within two (2) teaching days. The Working Conditions Committee within a further two (2) teaching days shall make a final decision. If the appeal is upheld, another teacher shall be declared surplus, observing all the stated procedures except for the extended dates.
- 47.02.a.10. A list of all declared surplus teachers in order of seniority with their qualifications will be compiled and made available to the Working Conditions Committee.
- 47.02.a.11. Each principal shall submit to the Working Conditions Committee a description of the tentative assignment, for the coming school year, for each staff member who has one (1) year or less seniority.
- 47.02.a.12. If, within a period of two (2) years from the time a teacher is declared school surplus under this Article, a contract teaching position for which the teacher is qualified should re-open in the original school from which the teacher was declared, the teacher will be offered a right of recall, in order of seniority, to the original school provided the teacher advised Human Resource Services in writing that they wished to return to the school at the time they were declared.

47.02.b. Declaration of County Redundancy

- 47.02.b.1. Within the total staff complement assigned, the Working Conditions Committee, having considered qualifications,

shall declare the least senior teacher(s) redundant to the county in order to provide a position for each teacher(s) who has been declared school surplus by the Principal. This process may occur in the spring based on projected ADE for staffing purposes. Declaration dates to be mutually agreed upon by the Working Conditions committee on an annual basis.

- 47.02.b.2. In the event that a teacher(s) declared school surplus cannot be placed by declaring the least senior teacher(s) in the county redundant, the Working Conditions Committee may by-pass the least senior teacher(s) on the seniority list in order to provide for the more senior teacher who has been declared school surplus.

47.02.c. Placement of School Surplus Teachers

- 47.02.c.1. The Superintendent of Human Resource Services shall convene a meeting of all secondary school principals and the Working Conditions Committee.
- 47.02.c.2. Having consulted with the Principals and having considered the qualifications and seniority of each school surplus teacher, Human Resource Services shall attempt to place them into known contract vacancies.
- 47.02.c.3. Placement meetings, at the call of the Superintendent of Human Resource Services shall be convened to complete the placement of school surplus.
- 47.02.c.4. The placement process in this Article may not be utilized to increase a teacher's contractual status.
- 47.02.c.5. If a surplus teacher refuses an assigned position, for which they are qualified, the Board shall have no further obligation to employ the teacher and may terminate their contract unless a mutually agreed resolution is achieved by the teacher and the Superintendent of Human Resource Services.

47.02.d. Placement of County Redundant Teachers

- 47.02.d.1. A teacher, who has not been placed, will be designated as a redundant teacher and notified of such, in writing, by Human Resource Services.
- 47.02.d.2. Having consulted with the Principals and having considered the qualifications and seniority of each county redundant teacher, Human Resource Services shall attempt to place them into known contract vacancies.
- 47.02.d.3. The placement process in this Article may not be utilized to increase a teacher's contractual status.

- 47.02.d.4. If a redundant teacher refuses an assigned position, for which they are qualified, the Board shall have no further obligation to employ the teacher and may terminate their contract unless a mutually agreed resolution is achieved by the teacher and the Superintendent of Human Resource Services.
- 47.02.d.5. A redundant teacher who has one (1) year or less of seniority, will be placed on a Board established and maintained recall list in order of seniority for a period of time equivalent to their length of service as a contract teacher with Board. If the redundant teacher is not recalled they shall be terminated by the Board.
- 47.02.d.6. A redundant teacher who has more than one (1) year of seniority will be placed by the Superintendent of Human Resource Services as follows:
 - 47.02.d.6.1. as a permanent occasional teacher for the county at regular salary
 - 47.02.d.6.2. as a supernumerary teacher on a particular staff, or
 - 47.02.d.6.3. in a mutually agreeable assignment.
- 47.02.d.7. Notwithstanding 47.02d.vi the Board will have no obligation to accommodate the placement of a redundant teacher for more than the number of years of seniority held at the time of being declared redundant and may at the conclusion of this period of time terminate the contract of the teacher if during this period no opening occurred for which the teacher was qualified or became qualified.

47.02.e. Transfers

- 47.02.e.1. The transfer process will take place following the completion of the placement of surplus and redundant teachers.
- 47.02.e.2. A teacher wishing to transfer shall complete an electronic Request for Voluntary Transfer application on the Board's intranet.
 - 47.02.e.2.1. A teacher whose most recent performance appraisal is either unsatisfactory or needs development shall not be eligible to apply for a voluntary transfer.
 - 47.02.e.2.2. Requests for transfer are only considered during the spring staffing process.
 - 47.02.e.2.3. The Voluntary Transfer Application shall open on February 15, and the deadline for the receipt of the request for Voluntary Transfer Application, is March 1st.
 - 47.02.e.2.4. A teacher who has completed a request for a voluntary transfer, and who is transferred at the spring staffing process will move to the new location if the teachers requested school and subject selections are matched.
 - 47.02.e.2.5. Teachers who complete a request for a voluntary transfer receive an electronic confirmation. Human Resource Services will compile a list in seniority order of the teachers who have applied for a transfer.
 - 47.02.e.2.6. The President of the Bargaining Unit (District 17) will be provided with a copy of the list of teachers who have applied for a transfer in order of seniority, with qualifications and transfer request prior to the placement meetings.
 - 47.02.e.2.7. It is understood that such requests will be considered on the basis of the teacher's seniority and qualifications, and known vacancies at the time of the placement meeting(s).
 - 47.02.e.2.8. The transfer process may not be utilized to increase a teacher's contractual status.
- 47.02.e.3. An assisted transfer between schools may be necessary in order to address the interests of the teachers and the school. Assisted transfers may be initiated by either the Board or the

Bargaining unit. For an assisted transfer to take place there must be mutual agreement between both of these parties. Assisted transfers may occur at any time during the school year.

47.02.e.4. After the transfer and/or placement process has been completed the posting process will be as follows:

47.02.e.4.1. Initial Internal Posting

47.02.e.4.1.1. For the Initial Internal Posting of remaining contract periods from the placement/transfer process positions will be allocated to the successful Bargaining Unit candidate(s) based on seniority and qualifications. Teachers who were successful in receiving a voluntary transfer are not eligible to apply to these postings unless the posting is for the school they have been transferred to. This posting may be utilized to increase a teacher's contractual status.

47.02.e.4.1.2. For contract periods in which there are no qualified applicants from the Bargaining Unit the Board will post these periods externally.

47.02.e.4.2. Resulting Vacancies Internal Posting

47.02.e.4.2.1. For the Resulting Vacancies Internal Posting the resulting contract period vacancies as a result of the Initial Internal Posting will be determined by the Principal and then posted. Positions will be allocated to the successful Bargaining Unit candidate(s) based on seniority and qualifications. Teachers who were successful in receiving a voluntary transfer are not eligible to apply to these postings unless the posting is for the school they have been transferred to. This posting may be utilized to increase a teacher's contractual status. For contract periods in which there are no qualified applicants from the Bargaining Unit the Board will post these periods externally.

47.02.e.4.3. Subsequent Postings

47.02.e.4.3.1. Subsequent Postings will include:

- 47.02.e.4.3.1.1. posting for known positions of responsibility, with six (6) periods available and three (3) or more of the periods fall within the sections assigned to the department in question.
- 47.02.e.4.3.1.2. retirements/resignations of the current school year
- 47.02.e.4.3.1.3. any remaining vacancies not yet filled.

47.02.e.4.3.2. The following provisions apply to Subsequent Postings:

- 47.02.e.4.3.2.1. Positions will be filled with Teachers with a right of recall shall be offered the vacancy based on seniority and qualifications.
- 47.02.e.4.3.2.2. This posting may be utilized to increase a teacher's contractual status.
- 47.02.e.4.3.2.3. Internal qualified applicants shall be considered for a vacancy before an external applicant is hired. Consideration is not a guarantee of an interview. Internal applicants that did not receive an interview may contact the Principal of the school to request the reason(s) for not being granted an interview. The hiring principal will select qualified applicants in considering the merits of their record, application, interview and reference checks.

L48.00 SCHOOL OPENINGS OR SCHOOL CLOSURES

- 48.01 In the event of a planned secondary school opening or closing, the Superintendent of Human Resource Services will contact OSSTF District 17 at least six (6) months in advance of the anticipated event, or as soon as possible if there is less than six (6) months between the decision and its planned implementation. The Superintendent of Human Resource Services, or designate will call a meeting to discuss union input into anticipated concerns and considerations that may

reasonably be anticipated to arise from the event. OSSTF District 17 may have up to three (3) members of the OSSTF District 17, the President, Chief Negotiator and Working Conditions Chairperson or designates, at the meeting. The Superintendent of Human Resource Services or designate, up to two Superintendents of Education and the Principal(s), assigned to the school(s) affected will attend on behalf of the Board.

48.02 All members shall be given the opportunity to apply for transfer by completing the electronic Request for Voluntary Transfer on the Board's intranet for Transfers due to new school openings or closure.

48.03 School Closures

48.03.a. In the event of a planned secondary school closing, the Seniority, Placement, Transfers and Redundancy provisions of the collective agreement will be followed.

48.03.b. All members shall be declared surplus in writing due to a school closure.

48.03.c. Time lines discussed in the Seniority, Placement, Transfers and Redundancy process may be waived by mutual agreement in the event of a school closure.

48.03.d. Members receiving a responsibility allowance who are declared surplus as a result of a school closure will continue to receive their allowance at the current rate for one (1) school year, unless they otherwise are selected for another position of responsibility. Any difference between the two (2) allowances shall continue to be paid to the member for 1 school year. All of these responsibility allowances will be paid from the pupil foundation grant for department heads.

48.04 For the duration of this Collective Agreement, each event will be addressed expressly through a Letter of Understanding agreed to by the parties. For the duration of this Collective Agreement consideration will be given, but not limited to, models developed through Letters of Understanding when future Capital Plan events arise impacting staffing.

L49.00 SIGNATURES

49.01 In witness whereof each of the parties hereto has caused this agreement to be signed by its duly authorized representatives as of the day and year written below.

Dated at Midhurst, Ontario, this 27th day of October, 2021.

Simcoe County District
School Board

Ontario Secondary School Teachers'
Federation District 17, Simcoe Teachers' Bargaining
Unit

Letter Of Agreement #1

B E T W E E N:

The Simcoe County District School Board
(“Board”)

-and-

Ontario Secondary School Teachers’ Federation
District 17, Simcoe
(“OSSTF”)

Staffing Procedure

The following Letter of Agreement is intended to provide updated direction to the Parties on the Staffing Procedure provided in Article 47.02 of the Collective Agreement. This Letter of Agreement is subject to ratification by the respective Parties.

1. Any language in 47.02 of the Collective Agreement that is contrary to the order prescribed below shall be superseded by this Letter of Agreement.
2. It is understood and agreed by the parties that for the 2021-2022 school year the following process outlined in 47.02 of the Collective Agreement for the spring staffing process will take place in the following order:
 - Declaration of County Redundancy
 - Voluntary Transfer Process – Top 5 seniority
 - Declaration of School Surplus
 - Placements
 - Placement of School Surplus Teachers
 - Placement of County Redundant Teachers
 - Postings
 - Initial Postings
3. Initial postings for semester 1 only shall be posted on the same day prior to the last day of the school year and that the posting for semester 1 and semester 2 shall be for a duration of three (3) school days.
4. Any additional vacancies will be filled following the subsequent posting language.
5. Any language regarding Assisted Transfers is not affected by this Letter of Agreement.
6. The process outlined above, may be extended to future school years, by mutual agreement of the parties.
7. The terms of the Letter of Understanding on the Staffing Procedure for the New South Barrie S.S. (Maple Ridge S.S.) shall remain in place.
8. This Letter of Agreement shall be attached to the 2019-2022 Collective Agreement. Any dispute arising out of the interpretation, administration, application or alleged violation of this Letter of Agreement is grievable.

For Board

For OSSTF

Without prejudice and precedent.

Letter Of Agreement #2

B E T W E E N:

The Simcoe County District School Board
(“Board”)

-and-

Ontario Secondary School Teachers’ Federation
District 17, Simcoe
(“OSSTF”)

Related Trade or Professional Experience

The following is understood and agreed between the parties to address Related Trade or Professional Experience. This Letter of Agreement is subject to ratification by the respective Parties.

1. The Parties will form a committee of up to three (3) members each to analyze data, investigate and potentially implement a revision of the Related Trade or Professional Experience from an allowance base to inclusion in the salary grid. The committee will meet at least three (3) times. The first meeting will occur prior to June 30, 2021. Two more meetings will occur within the first sixty (60) days of the 2021-22 school year to endeavor to reach an agreement.
2. Any revision to the Related Trade or Professional Experience shall be made by mutual agreement.
3. Effective for the 2021-2022 school year only, current permanent contract SCDSB OSSTF teachers receiving a Related Trade or Professional Experience Allowance shall be temporarily moved from an allowance to the grid placement until August 31, 2022. For every two (2) years that a teacher has been awarded a related trade or professional experience allowance, those years shall count as one (1) year for grid placement. For each additional year of related trade or professional experience allowance awarded, the teacher shall be given an additional year of experience for grid placement. No teacher shall receive a salary in excess of the teacher’s respective category. No teacher shall be negatively affected by the conversion of the allowance to grid placement.
4. This Letter of Agreement will remain in effect for the duration of the Collective Agreement.
5. This Letter of Agreement shall be attached to the 2019-2022 Collective Agreement. Any dispute arising out of the interpretation, administration, application or alleged violation of this Letter of Agreement is grievable.

For Board

For OSSTF

Without prejudice and precedent.

Letter Of Agreement #3

B E T W E E N:

The Simcoe County District School Board
(“Board”)

-and-

Ontario Secondary School Teachers’ Federation
District 17, Simcoe
(“OSSTF”)

Positions of Responsibility Transition Period

The following Letter of Agreement is intended to provide direction to the Parties on the transition from the existing structure and allowance for Positions of Responsibility into the structure and allowance negotiated in the 2019-2022 Collective Agreement. This Letter is subject to ratification by the respective Parties.

1. Article L.15 of the 2014-2017 Collective Agreement shall remain in effect until August 30, 2021
2. Effective August 31, 2021 Article L.15 as written in the 2019-2022 Collective Agreement shall come into force.
3. Notwithstanding the above, the following shall occur:
 - a. The following positions of responsibility shall be posted for Simcoe Shores S.S. in June 2021 and be effective September 1, 2021. The terms shall match the terms of the other Positions of Responsibility.
 - i. The Arts
 - ii. Business
 - iii. Canadian World Studies
 - iv. Co-Operative Education
 - v. English
 - vi. Guidance and Career Education
 - vii. Health and Physical Education
 - viii. Mathematics
 - ix. Science
 - x. Social Sciences & Humanities
 - xi. Special Education
 - b. Effective September 1, 2020, the base amount listed in L.15.04.b.1.2 and L.15.04.b.2.2 is as follows:
 - i. Amounts listed as \$900 shall be listed as \$969.73
 - ii. Amounts listed as \$600 shall be listed as \$646.48
 - c. Effective September 1, 2021, the base amount listed in L.15.04.b.1.3 and L.15.04.b.2.3 is as follows:
 - i. Amounts listed as \$900 shall be listed as \$979.42
 - ii. Amounts listed as \$600 shall be listed as \$652.94

- d. Despite L.15.02.f where two teachers currently share a Position of Responsibility, they shall have the ability to share the Position of Responsibility until the end of term.
- e. Teachers who hold a Position of Responsibility under the previous Position of Responsibility structure shall retain their Position of Responsibility in the new structure until the expiration of the term.
 - i. Where a teacher holds the Student Services Department Chair position they shall automatically become the Co-Operative Education or Guidance and Career Services Curriculum Leader provided they hold the necessary qualifications. If they hold both qualifications the teacher shall select which Position of Responsibility to retain.
 - ii. Where a teacher holds the Combined Canada World Studies - Social Sciences Department Chair position they shall automatically become the Canadian World Studies or Social Sciences Curriculum Leader provided they hold the necessary qualifications. If they hold both qualifications the teacher shall select which Position of Responsibility to retain.
- f. Where a teacher holds an Assistant Department Chair position during the 2020-2021 school year but no corresponding Assistant Curriculum Leader position exists under the new Position of Responsibility structure, the teacher shall continue in the Assistant Curriculum Leader position for the 2021-2022 school year, perform the duties and receive the new Position of Responsibility allowance for Assistant Curriculum Leader unless:
 - i. The teacher obtains a different Position of Responsibility,
 - ii. The teacher moves schools, or
 - iii. The Assistant Department Chair position would no longer have existed due to terms of the 2014-2017 Collective Agreement.
- g. The amounts withheld from the calculation of Position of Responsibility Allowances will include:
 - i. related insured and statutory benefit cost but shall not include any costs for retirement gratuities;
 - ii. the costs of allowances paid to temporary positions of responsibility replacing a current position of responsibility on a paid leave;
- 4. Upon ratification of the Collective Agreement and this Letter of Agreement, OSSTF agrees to withdraw the grievance and arbitration related to OSSTF Simcoe Shores Positions of Responsibility.
- 5. This Letter of Agreement shall be attached to the 2019-2022 Collective Agreement. Any dispute arising out of the interpretation, administration, application or alleged violation of this Letter of Agreement is grievable.

For Board

For OSSTF

Without prejudice and precedent.

Letter Of Agreement #4

B E T W E E N:

The Simcoe County District School Board
(“Board”)

-and-

Ontario Secondary School Teachers’ Federation
District 17, Simcoe
(“OSSTF”)

Seniority

The following Letter of Agreement is intended to provide direction to the Parties on transitioning to a new seniority system. This Letter of Agreement is subject to ratification by the respective Parties.

- 1 During the remaining duration of the Collective Agreement, the Parties shall meet to continue discussions on a new seniority system and a process to transition to this new system.
- 2 If the Parties agree to a new seniority system, the implementation of such a system shall be subject to the ratification of the OSSTF D17 Teachers’ Bargaining Unit members.

For Board

For OSSTF

Without prejudice and precedent.

Letter Of Agreement #5

B E T W E E N:

The Simcoe County District School Board
(“Board”)

-and-

Ontario Secondary School Teachers’ Federation
District 17, Simcoe
(“OSSTF”)

Personal Day

The following Letter of Agreement is intended to provide direction to the Parties on the use of a Personal Day. This Letter of Agreement is subject to ratification by the respective Parties.

1. For the 2021-2022 school year, the Board shall grant one day/event (regardless of FTE) leave of absence without loss or gain of salary and without loss of sick leave credits to a Teacher required to be absent for personal reasons. The Teacher shall give the principal at least one (1) week notice where possible and reasonable. This absence will be deducted from the five (5) supplementary absence credits. If no supplemental days are available, the teacher will not be eligible for a personal day.
2. Such leave shall:
 - a. not be granted to extend any holiday periods, winter or spring break and summer vacation;
 - b. be provided if there are expected to be enough available occasional staff to cover for absent employees, and subject to reasonable system and school requirements;
 - c. not normally to include the first week of the term and days needed to support student assessment periods and parent reporting; and,
 - d. not to be combined with lieu time.
3. This Letter of Agreement will remain in effect until August 31, 2022 unless the Parties agree, in writing, to extend this Letter of Agreement on a yearly basis.
4. This Letter of Agreement shall be attached to the 2019-2022 Collective Agreement. Any dispute arising out of the interpretation, administration, application or alleged violation of this Letter of Agreement is grievable.

For Board

For OSSTF

Without prejudice and precedent.

Letter Of Agreement #6

B E T W E E N:

The Simcoe County District School Board
(“Board”)

-and-

Ontario Secondary School Teachers’ Federation
District 17, Simcoe
(“OSSTF”)

Professional Development

The following Letter of Agreement is intended to provide direction to the Parties on Professional Development. This Letter of Agreement is subject to ratification by the respective Parties.

1. Notwithstanding 20.01 of the Collective Agreement, the Parties agree that for the 2021-2022 school year, that Professional Development and training may also occur at regularly scheduled staff meetings.
2. Regularly scheduled staff meetings shall be held no more than once per month with no more than ten (10) staff meetings during the year.
3. Regularly scheduled staff meetings shall be no more than seventy-five (75) minutes in length, except for staff meetings at the start of the semester, which shall be no more than ninety (90) minutes in length.
4. Regularly scheduled staff meetings shall commence within fifteen (15) minutes of the end the instructional day, unless unforeseen circumstances occur.
5. This Letter of Agreement will remain in effect until August 31, 2022 unless the Parties agree, in writing, to extend this Letter of Agreement on a yearly basis.
6. This Letter of Agreement shall be attached to the 2019-2022 Collective Agreement. Any dispute arising out of the interpretation, administration, application or alleged violation of this Letter of Agreement is grievable.

For Board

For OSSTF

Without prejudice and precedent.

Letter Of Agreement #7

B E T W E E N:

The Simcoe County District School Board
(“Board”)

-and-

Ontario Secondary School Teachers’ Federation
District 17, Simcoe
(“OSSTF”)

Classroom Technology Purchases

The following Letter of Agreement is intended to provide direction to the Parties on the use of Classroom Technology Purchases. This Letter of Agreement is subject to ratification by the respective Parties.

1. For the 2021-2022 school year, the Board shall direct principals to ensure that 5% of their school basic budget is designated for classroom technology.
2. Principals shall work with Curriculum Leaders on the needs for their department and the entire school.
3. The parties understand that school basic budgets are a reflection of enrolment and can fluctuate. The 5% will not negatively impact the traditional department allocations.
4. This Letter of Agreement will remain in effect until August 31, 2022.
5. This Letter of Agreement shall be attached to the 2019-2022 Collective Agreement. Any dispute arising out of the interpretation, administration, application or alleged violation of this Letter of Agreement is grievable.

For Board

For OSSTF

Without prejudice and precedent.

Letter Of Agreement #8

B E T W E E N:

The Simcoe County District School Board
(“Board”)

-and-

Ontario Secondary School Teachers’ Federation
District 17, Simcoe
(“OSSTF”)

Supplemental Employment Benefit (SEB) Plan Benefit and Employment Insurance (EI) Benefits

The Parties agree that the SEB Plan for maternity and parental leaves will be payable as follows:

1. The Board provides a weekly benefit for the one (1) week Employment Insurance waiting period at a weekly rate equal to 100% of the employee's normal weekly earnings.
2. For Maternity Leave Benefits the Board will then pay seven (7) weeks of top-up from the member's EI rate to 100% of the employee's normal weekly earnings. For Parental/Adoption Leave Benefits the Board will then pay one (1) week of top-up from the member's EI rate to 100% of the employee's normal weekly earnings.
3. After the seven (7) weeks of top-up for Maternity Leave Benefits, or the one (1) week top-up for Parental/Adoption Leave Benefits, the Board will pay the equivalent of one (1) week of the employee's EI amount split up over the following two (2) weeks to ensure that the member does not earn over 100% of their normal weekly earnings in any given week.
4. It is understood that the total amount paid by the Board shall not exceed what the member would have earned at two (2) weeks of 100% pay and six (6) weeks of top-up from their EI rate to 100% of their regular pay for Maternity Leave Benefits or the two (2) weeks of 100% pay for the Parental/Adoption Leave Benefits
5. Should there be further changes to the EI waiting period, the Parties agree to meet to discuss changes that will result in a cost neutral approach to administering the pregnancy and parental SEBs where the Board pay out and the amount the employee receives for the SEB would be the same as they would have paid out or received prior to the EI changes.
6. This Letter of Agreement shall be attached to the 2019-2022 Collective Agreement. Any dispute arising out of the interpretation, administration, application or alleged violation of this Letter of Agreement is grievable.
7. As per Memorandum of Understanding #6, this language is effective January 1, 2021. Any retroactive payments shall be made within thirty (30) days of ratification of the Collective Agreement.

For Board

For OSSTF

Without prejudice and precedent.

Letter Of Agreement #9

B E T W E E N:

The Simcoe County District School Board
(“Board”)

-and-

Ontario Secondary School Teachers’ Federation
District 17, Simcoe
(“OSSTF”)

Report Card Submission Dates During the 2021-2022 School Year

The following Letter of Agreement is intended to provide direction to the Parties on report card submission dates during the 2021-2022 school year. This Letter of Agreement is subject to ratification by the respective Parties.

1. Despite L.36.01.1, the mid-term and semester final report card submission dates will be centrally determined by the Board with a common date.
2. The date for submission of mid-term report cards shall not be before mid-day on the third school day following mid-term.
3. The date for submission of final report cards, with the exception of the final report card in June, shall not be before mid-day on the fifth school day following the last instructional or last exam day of the term.
4. For the final report card submission dates in June, the Board agrees report cards shall not be required before the end of the day on the second last school day of year.
5. Notwithstanding items 2, 3 and 4, a common date for the submission of Grade 12 student marks submissions may be set earlier to allow for necessary submissions to OCAS and OUAC.
6. Notwithstanding the above, the date for Semester 2 final Grade 12 student mark submissions will be determined by the In-School Staffing Committee to align with commencement dates at the school, and will endeavor to be no earlier than two (2) days prior to the date of commencement.
7. This Letter of Agreement will remain in effect until August 31, 2022 unless the Parties agree, in writing, to extend this Letter of Agreement on a yearly basis.
8. This Letter of Agreement shall be attached to the 2019-2022 Collective Agreement. Any dispute arising out of the interpretation, administration, application or alleged violation of this Letter of Agreement is grievable.

For Board

For OSSTF

Without prejudice and precedent.

Letter Of Agreement #10

B E T W E E N:

The Simcoe County District School Board
(“Board”)

-and-

Ontario Secondary School Teachers’ Federation
District 17, Simcoe
(“OSSTF”)

De-Streaming Class Size Maximum

The following Letter of Agreement is intended to provide direction to the Parties on the matter of class size maximum for de-streaming classes for the 2019-2022 Collective Agreement. This Letter of Agreement is subject to ratification by the respective Parties.

1. The parties agree that the de-streamed class size maximum shall be 26 pupils. The Board shall not apply the flex factor for first 2 years that the Ministry of Education de-streaming is initiated in that subject area.
2. The Parties agree that the grade 9 math de-streamed courses that are currently at 27 pupils, will not need to be reduced to 26 for the 2021-2022 school year. Classes will be capped at 26 and no further courses will move to 27 pupils. Classes that are currently at 27 when a student leaves, the course will remain at 26 pupils. The classes currently at 27 pupils will not count towards the 10% central flex.
3. This Letter of Agreement will remain in effect for the duration of the Collective Agreement.
4. This Letter of Agreement shall be attached to the 2019-2022 Collective Agreement. Any dispute arising out of the interpretation, administration, application or alleged violation of this Letter of Agreement is grievable.

For Board

For OSSTF

Without prejudice and precedent.

COLLECTIVE AGREEMENT

between

**UPPER GRAND DISTRICT SCHOOL BOARD
(herein after referred to as the “Board”)**

and

**THE ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION
DISTRICT 18 TEACHERS’ BARGAINING UNIT
(herein after referred to as the “Teachers”)**

September 1, 2019 – August 31, 2022

Interim Agreement – The parties have agreed to form a committee to address minor updates, housekeeping and to ensure local language is consistent with the Central Agreement. This process is to be completed within one year of local ratification. As such, this interim agreement is subject to errors and omissions and will be updated and reposted accordingly.

Legend:

- C = Central
 - L = Local
 - R = Retained Language for Historical Reference
 - 2015L = Negotiated Locally in 2015
 - 2020L = Negotiated Locally in 2020
-

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Part A:

Central Terms

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:

- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.

- iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.

- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as “Appendix H”) for job classifications that are eligible for benefits.
- b) The FTE used to determine the board’s benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT’s administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards’ submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards’ benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator’s policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as

of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.

- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
September 1, 2019: 4%
September 1, 2020: 4%
September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:

- i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the

Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.

- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- E) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does

not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.

- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)		Employee Signature:									
Employee ID:		Telephone No:									
Employee Address:		Work Location:									
1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one:											
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3											
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.											
First Day of Absence: _____		General Nature of Illness (please do not include diagnosis): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (please specify):</td> <td><input type="checkbox"/> Other (please specify):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc).				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately:			Have you discussed return to work with your patient?	
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days			<input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable):			Start Date: dd mm yyyy	
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours				
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made?				
<input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

**LETTER OF AGREEMENT #2
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

**LETTER OF AGREEMENT #3
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
 - b) Discussions may only include local language pertaining to class size and PTC or equivalent.

- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or

equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.

- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**LETTER OF AGREEMENT #5
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

**LETTER OF AGREEMENT #6
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

**LETTER OF AGREEMENT #7
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

**LETTER OF AGREEMENT #10
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF-provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

**LETTER OF AGREEMENT #11
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

**LETTER OF AGREEMENT #12
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

**LETTER OF AGREEMENT #13
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;

- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.

- 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
- 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
 - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct

- their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
 - e. An amount of \$300 per FTE, in addition to (d) will be provided.
 - f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
 - g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,
 then the in-year deficit in i) would be paid by the board associated with the deficit.
 - h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
 - i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
 - j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
 - k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
 - l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
 - m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
 - n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.

- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
 - a. Use of existing claims stabilization funds;
 - b. Increased member share premium;

- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph l). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STDLP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior

entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

Part B:

Local Collective Agreement

Legend:

- C = Central
 - L = Local
 - R = Retained Language for Historical Reference
 - 2015L = Negotiated Locally in 2015
 - 2020L = Negotiated Locally in 2020
-

L - Article 1: Purpose

L1.01

It is the intent and purpose of the Parties in the Agreement, hereinafter referred to as “The Agreement” to set forth the terms and conditions of employment with respect to the salaries, allowances, and working conditions which govern the teachers who are covered by “The Agreement.”

L - Article 2: Term of Agreement

L2.01

See also [C2.00 Length of Term/Notice to Bargain/Renewal](#)

This agreement shall be in effect from September 1, ~~2008~~ ~~2014~~ 2019 and shall continue in force up to and including August 31, ~~2012~~ ~~2017~~ 2022 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, not less than thirty (30) days nor more than ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of the Agreement, in accordance with the Ontario Labour Relations Act.

L2.02

Notwithstanding the period of notice cited in clause 2.01, either party may notify the other, in writing within the period commencing April 1 and at least thirty (30) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

L2.03 (2015L)

If either party gives notice of its desire to negotiate amendments in accordance with clause 2.01, the parties shall meet within fifteen (15) days from the giving of notice, or at such other time as the parties shall mutually agree, to commence negotiations for renewal of the Agreement in accordance with the School Boards Collective Bargaining Act and the Ontario Labour Relations Act.

L2.04

No changes can be made to this Agreement without the mutual written consent of the parties.

L2.05

There shall be no strike or lock-out during the term of this Agreement. The terms “strike” and “lock-out” shall be as defined in the Ontario Labour Relations Act.

L2.06 (2015L)

The Board and Federation agree to post the final Collective Agreement (in a printable format, pdf) to their respective websites or intranets within forty (40) school days of the ratification of the tentative agreement. The time period may be extended by mutual agreement.

L - Article 3: Recognition/Representation

L3.01 (2015L)

a) The Ontario Secondary School Teachers' Federation District 18 Teacher's Bargaining Unit shall be referred to as the TBU.

b) The Ontario Secondary School Teachers' Federation District 18 shall be referred to as the District.

L3.02 Negotiation/Bargaining

L3.02.01

The Board recognizes the OSSTF as the bargaining agent authorized to negotiate on behalf of its members employed by the Board and assigned as teachers:

i) to one or more secondary schools; or

ii) to perform duties in respect of such schools all or most of the time.

iii) No work regularly performed by guidance counselors or teacher librarians shall be performed by an employee outside of the bargaining unit. This clause shall not be construed as to limit the Board's practice of using Child and Youth Counselors and Library Technicians.

It is understood that occasional teachers are not covered by the Collective Agreement.

L3.02.02

The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Federation.

L3.02.03

The Federation recognizes the negotiating team of the Board as the group authorized to represent the Board and negotiate on its behalf.

L3.02.04

Both the Federation and the Board recognize the right of each other to have advisors, agents, counsellors, solicitors, or any other duly authorized representatives to represent them in all matters pertaining to the negotiation and administration of this Agreement.

L3.03 Representation

L3.03.01

The Board further recognizes the right of OSSTF to represent and accompany a member at any meeting when the conduct or competence of the member is being considered.

L3.03.02 (2015L)

A teacher who is required to attend a disciplinary meeting with school administration has the right to have union representation at that meeting and will be so informed by the principal. If the teacher refused union representation, the principal or designate shall notify the TBU President.

L3.03.03 (2015L)

The principal will give the teacher notice at least one (1) school day in advance where possible of a meeting that the member is requested to have with the administration when the conduct or competence of the Member is being considered.

L3.04 Dues/Levy/Finances

L3.04.01

On each pay date on which the teacher is paid the Board shall deduct from each teacher the OSSTF dues. Any further dues chargeable by the Bargaining Unit shall be in accordance with clause L3.04.02. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

L3.04.02 (2015L)

Union Federation fees will be deducted from each pay. District and TBU levies will be deducted in the amounts as directed by the Federation, and on the dates as agreed with the Federation. The Federation agrees to provide the Board with thirty (30) days notice of any changes to the Federation fees, District or TBU levies.

L3.04.03 (2020L)

The OSSTF dues deducted in clause L3.04.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers, annual salary, salary for the period, and the amounts deducted.

L3.04.04 (2020L)

Dues specified by the District and TBU in clause L3.04.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 18 and Treasurer of the TBU respectively no later than the fifteenth of the month following the date on which the deduction were made. Such remittance shall be accompanied by a list identifying the teacher, annual salary, salary for the period, and the amounts deducted.

L3.04.05 (2015L)

OSSTF, the District, and the TBU, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF, the District, and the TBU.

L3.04.06

The Board shall forward to the Branch Affiliate on or before February 1 and on or before June 29 of each year, the Federal Employment Insurance Premium Reduction Rebates to which the Branch Affiliate members are entitled.

L3.04.07 (2020L)

The Board shall pay a professional development allowance to the Federation in the amount of \$27,000 per year by September 30.

L3.05 (2020L)

The Board shall forward to the Bargaining Unit President and Treasurer each year, a complete list of all TBU members including start date, FTE, worksite, job type, leave status, levy deduction, EI Rebate, resignation/retirement list as follows:

Period of Report: July 1 – October 31: submitted as above by: November 30

Period of Report: November 1 – February 28: submitted as above by: March 31

Period of Report: March 1 – June 30: submitted as above by: July 31

L – Article 4: Management Rights

L4.01

The right to manage and conduct the business of the Board is vested exclusively with the Board and its administration save and except to the extent specifically modified by a provision of this Agreement.

L4.02 (2015L)

Without limiting the generality of the foregoing, the Board's rights shall include:

- a) The right to hire, assign, evaluate, promote, demote, transfer and to determine personnel requirements;
- b) The right to determine, alter and eliminate services, programmes and courses offered;
- c) The right to discipline, including disciplinary demotion;
- d) The right to terminate teachers subject to their rights under the Acts and Regulations of Ontario
- e) The right to determine the number of teachers to be employed, the number of students to be allocated to a programme, class size subject to the provisions of the collective agreement, and subjects to be taught;
- f) The right to designate or establish departments, organizational units or areas of study;
- g) The right to select individuals to positions of responsibility, and to determine job functions;
- h) The right to make, change and enforce reasonable rules and regulations;
- i) The right and obligation to implement all other aspects of the Board's jurisdiction as outlined in the legislation and regulations pertaining to education in the Province of Ontario.

L4.03

It is understood that the Board's right to discipline, including disciplinary demotion, shall be for just cause.

L4.04

The Board agrees that the provisions of this Article do not preclude representation and consultation by the Board and Bargaining Unit concerning any matter.

L4.05 (2015L)

The Board and Federation agree there shall be no discrimination, interference, restriction or coercion exercised or practised by either party with respect to any employee by reason of any of protected grounds and described by Ontario Human Rights Code as amended from time to time.

- Age
- Ancestry, colour, race
- Citizenship
- Ethnic origin
- Place of origin
- Creed
- Disability
- Family status
- Marital status
- Gender identity, gender expression
- Record of unrelated offences
- Sex (including pregnancy and breastfeeding)
- Sexual orientation

Or dealings with persons identified by one of the other prohibited grounds.

L4.06

The Board and Federation agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any teacher by reason of a teacher's lawful activity in the Federation.

L – Article 5: Demotion/Discipline/Termination

L5.01

It is understood that the Board's right to discipline, including disciplinary demotion, shall be for just cause.

L5.02

If a teacher is demoted from a position of responsibility, unless such demotion is the result of reorganization, or the discontinuance of a service, the teacher shall be informed in writing of the demotion which shall include reasons for the demotion.

L5.03

A teacher subject to disciplinary action, for whatever cause, shall be informed in writing of the disciplinary action stating the reasons for such action.

L5.04 (2015L)

A teacher who is required to attend a disciplinary meeting with school administration has the right to have union representation at that meeting and will be so informed by the principal. If the teacher refused union representation, the principal or designate shall notify the TBU President.

L5.05 (2020L)

If a night school or summer school teacher has begun teaching duties, the Teacher shall give written notice (includes electronic communication) to the Board of no less than 48 hours' notice should they wish to terminate their employment.

Where a night school or summer school class has begun and is subsequently cancelled, the Board shall provide no less than 48 hours written notice (includes electronic communication) to the Teacher. It is understood that notice is not required in the event of termination for just cause.

L5.06

Nothing herein prevents a teacher and the Board from mutually agreeing to the teacher's resignation at any time.

L5.07 (2020L)

If a night school or summer school teacher has not begun teaching duties and the Board has resolved to not offer the course, class, or subject, the Board will pay the teacher for five (5) days, less one (1) day for each day of notice prior to terminating the teacher's employment.

L5.08 (2020L)

The Board will send any required reporting to the Ontario College of Teachers (OCT) on the latest possible date permissible except in the case of termination or as required by the OCT Act and/or other relevant statutes/regulations.

L – Article 6: Prevention of Harassment

L6.01

The parties recognize the right of all employees to be treated with courtesy, respect and dignity. The parties agree to work together in an effort to effectively address harassment.

L6.02

The Board will implement and maintain a Harassment in the Workplace policy. This policy will be reviewed annually with the Bargaining Unit at a Labour Management meeting.

L6.03

Every attempt should be made initially to resolve a complaint of harassment informally through dialogue with the persons subject to the complaint.

L6.04 (2020L)

An individual has the right to lodge a complaint of harassment with the Board without fear of reprisal or threat of reprisal for so doing. It is understood that such complaint shall be filed in good faith, and not be frivolous or vexatious in nature.

L – Article 7: Salary/Compensation/Payment

L7.01 Paid Days

The maximum number of instructional and professional activity days in the school year will not exceed 194 provided the number of days is in accordance with The Education Act and Regulations.

L7.02 Regular Salary

L7.02.01

Each full-time teacher shall be paid according to the position on the salary grid in clause L7.02.12.

L7.02.02

Each part-time teacher shall be paid according to the position on the salary grid in clause L7.02.12 but shall receive a pro-rated amount in accordance with the assigned duties. The normal assigned teaching time for a part-time teacher shall be pro-rated in terms of the normal assignment of the full-time teacher.

L7.02.03.01 (2015L)

A teacher shall be paid according to the Group determined by the OSSTF Certification Council in accordance with the certification plan in effect on September 1, 2014.

L7.02.03.02

In the event of a change to the certification plan by the OSSTF Certification Council, the parties agree to meet and consider the possible adoption of the certification plan.

L7.02.04

It shall be incumbent upon each teacher to provide documentary proof to the Board in the form of an OSSTF Certification Rating Statement.

L7.02.05 (2015L)

Each teacher on an Interim Certificate of Qualification shall be paid according to the letter of evaluation from the OSSTF.

L7.02.06

No teacher shall be employed at a base salary (not including PAR or other allowances) other than that being paid to an incumbent teacher having the same or equal qualifications, experience and responsibility.

L7.02.07

When the requirements of an extra degree and/or a change in category have been met and a relevant, updated OSSTF rating certificate is provided to the Board within six (6) months of date of hire or date of completion, salary charges shall be retroactive to the teacher's date of hire or date of completion respectively. When an updated OSSTF rating certificate is not submitted within the six month time frame, salary changes shall be retroactive to the date of submission of the rating certificate.

L7.02.08.01

For teachers hired on or prior to October 27th 2000, previous teaching experience under contract, including long term occasional contract, shall be rounded up to the nearest year; the teacher shall then be paid according to the proper

place on the salary grid. The teacher and the Board shall have four (4) months from the date of hire to correct any errors in the grid placement, and the Board will adjust the salary retroactive to the date of hire.

L7.02.08.02

For teachers hired after October 27, 2000, previous teaching experience under contract, including long term occasional contract, shall be rounded up for 0.5 or more years of experience and down at 0.4 or less years of experience; the teacher shall then be paid according to the proper place on the salary grid. The teacher and the Board shall have four (4) months from the date of hire to correct any errors in the grid placement, and the Board will adjust the salary retroactive to the date of hire.

L7.02.09

Change in credit for teaching experience, i.e. increments, will be made only on the effective date of September 1.

L7.02.10 (2015L)

The Board will provide a current salary electronic statement which will be available on the staff web portal and the Board will provide email notification for each Teacher no later than November 30 of each year. Paper copies will be available upon request.

L7.02.11 (2015L)

A teacher returning from a leave of absence of one year or greater may request a salary statement from the Board within one (1) month of the teacher's return to work. The Board will make adjustments retroactive to the return to work date if a teacher's position on the salary grid is in error.

L7.02.12 Salary Grid

1-Sept-19	1	2	3	4
0	49905	51491	54131	57201
1	51542	52787	56265	59409
2	54131	55856	59984	63455
3	57009	58927	63759	67482
4	59696	62003	67514	71504
5	63148	65455	71261	75558
6	66599	68905	75010	79610
7	70059	72368	78755	83639
8	73510	75821	82480	87663
9	76982	79656	86258	91717
10	81966	83499	90005	95739
11	0	87343	94819	100966

1-Sept-20	1	2	3	4
0	50404	52006	54672	57773
1	52057	53315	56828	60003
2	54672	56415	60584	64090
3	57579	59516	64397	68157
4	60293	62623	68189	72219
5	63779	66110	71974	76314

6	67265	69594	75760	80406
7	70760	73092	79543	84475
8	74245	76579	83305	88540
9	77752	80453	87121	92634
10	82786	84334	90905	96696
11	0	88216	95767	101976

1-Sept-21	1	2	3	4
0	50908	52526	55219	58351
1	52578	53848	57396	60603
2	55219	56979	61190	64731
3	58155	60111	65041	68839
4	60896	63249	68871	72941
5	64417	66771	72694	77077
6	67938	70290	76518	81210
7	71468	73823	80338	85320
8	74987	77345	84138	89425
9	78530	81258	87992	93560
10	83614	85177	91814	97663
11	0	89098	96725	102996

L7.03 Allowances/Related Experience

The following shall be paid in addition to the salaries as determined in clause L7.02.12.

L7.03.01 Related Experience

L7.03.01.01

The allowance for related experience shall be one year on the grid for each full year of related trade, related business, or related professional experience acceptable to the Board, prior to the date of hire up to a maximum of seven (7) years related experience (seven years on the salary grid). This shall also apply to existing teachers currently teaching for fifty (50%) of the time in the discipline for which the allowance is paid. For the purposes of this allowance fifty percent (50%) of the time shall be defined as half of a teacher's teaching assignment for the full school year.

L7.03.01.02

In order to be initially eligible for related experience, fifty percent (50%) of the teaching time must be in the discipline for which the allowance is paid. When a teacher voluntarily chooses not to teach in the discipline for which the allowance was granted, said allowance shall not be paid.

L7.03.01.03

The teacher and the Board will have four (4) months from the teacher's first day of work to correct any errors in years of experience granted, and the allowance will be corrected retroactive to the first day of work.

L7.03.01.04

The allowance cannot be used to exceed the maximum of the Group in which the teacher is currently placed.

L7.03.01.05

Documented evidence must be submitted with all applications for the Related Experience Allowance.

L7.03.02 Post Graduate Degree Allowance

L7.03.02.01

An additional allowance will be paid to all teachers holding a recognized Master's or Doctorate degree from a recognized university, in the discipline in which the teacher is teaching, as follows:

September 1, 2019	\$1542.58
September 1, 2020	\$1558.01
September 1, 2021	\$1573.59

L7.03.02.02

Only one (1) post-graduate degree will be acknowledged for an additional allowance.

L7.03.02.03

The above allowance will be paid only in situations when the post-graduate courses involved are not used for basic certification.

L7.03.02.04

"Recognized" shall mean recognized by the OSSTF Certification Council or the Ontario School Trustees' Council or the Ministry of Education and Training, as determined by the Director of Education.

L7.03.03 Special Education Allowance

L7.03.03.01

The allowance paid on May 1, 1986, to each teacher at College Heights S.S. or at other schools who teaches occupational services or special education classes will continue to be paid if the following criteria are met:

a) the teacher was employed by the Upper Grand District School Board in such a position on

May 1, 1986;

b) the teacher teaches these classes two-thirds (2/3) or more of the scheduled time;

c) Special Education Certificates are not used to establish basic certification for teaching in a secondary school or for progression in the groups;

d) the teacher has a valid teaching certificate.

L7.03.03.02

The following allowances are applicable:

a) Special Education - Part 1:

September 1, 2019	\$594.53
September 1, 2020	\$600.48
September 1, 2021	\$606.48

b) Special Education - Part 2:

September 1, 2019	\$990.11
September 1, 2020	\$1000.01
September 1, 2021	\$1010.01

c) Specialist Certificate in Special Education:

September 1, 2019	\$1387.99
September 1, 2020	\$1401.87
September 1, 2021	\$1415.89

L7.03.04 Position of Added Responsibility (PAR)

L7.03.04.01

No individual teacher may receive PAR allowance that exceeds the amount for a Major Head.

Date	Major Head	Minor Head
1-Sep-19	\$4,490.11	\$2,767.13
1-Sep-20	\$4,535.01	\$2,794.80
1-Sep-21	\$4,580.36	\$2,822.75

L7.03.05 Consultant/Curriculum Leader

Date	Year 0	Year 1	Year 2
1-Sep-19	\$7,042.13	\$8,008.62	\$8,963.19
1-Sep-20	\$7,112.55	\$8,088.71	\$9,052.82
1-Sep-21	\$7,183.68	\$8,169.60	\$9,143.35

L7.03.06 Retirement Incentive

See [R – Appendix R8 – Memorandum of Agreement Re: Early Retirement Incentive Plan](#)

L7.04 Continuing Education (Hourly)

L7.04.01

The Board shall require newly hired day school credit teachers to sign an Acceptance of Position Form.

L7.04.02

Continuing Education Teachers in night school and summer school shall be paid the following amount per credit hour taught:

1-Sep-19	\$54.05
1-Sep-20	\$54.59
1-Sep-21	\$55.14

L7.04.03

Continuing Education teachers teaching credit courses during the school year during the hours of 8:00 am to 4:00 pm shall be paid at their proper place on the salary grid in accordance with clause L7.02.12.

L7.04.04

Night school and summer school teachers shall be paid bi-weekly in accordance with the Payroll Department's published schedules.

L7.04.05

Deductions appropriate to Continuing Education shall be made commensurate with the amount of pay (Income Tax, CPP, Employment Insurance, Teachers' Pension Plan Board, Federation Fees, etc.) in accordance with clause L7.05.

L7.05 Method of Payment

L7.05.1 (2015L)

For the purpose of reporting hours worked for Employment Insurance, the employer shall record each full work day as 8 hours worked.

L7.05.02

Teachers shall be paid on the basis of twenty-six (26) equal bi-weekly pays of 3.846% of the annual salary. The payments shall begin on the first Tuesday following Labour Day.

L7.05.03

The equal bi-weekly pays referred to under clause L7.05.02 shall be for work done up to June 30.

L7.05.04 (2015L)

Each pay shall have the required statutory deductions (Income Tax, Canada Pension, Employment Insurance, Teachers' Pension Plan Board) withheld based on the amount of pay. Where an additional benefit is related to the gross pay, the deduction will be appropriate to the gross. Where the benefit has a monthly premium, half (½) of the monthly premium will be deducted from a 3.846% pay.

L7.05.05

Payment will be by direct deposit to the account at the bank or trust company as designated by the employee on the appropriate form on file with the Payroll Department. The deposit advice form shall be sent to the employee by e-mail on or before the day the deposit is made. In the event of a system wide interruption of e-mail service for more than two (2) business days, the deposit advice form shall be sent to the employee in an envelope. Employees wishing to receive a hard copy of the deposit advice form shall notify the Payroll Department, in writing, and the form shall be sent to the employee in an envelope.

L7.05.06

Where a teacher works only part of the school year, the teacher shall be paid a salary in the proportion that the number of days which the teacher works bear to the total number of work days in the school year. Upon returning from a leave part way through the school year a teacher will begin receiving salary on the first scheduled pay date following their first day worked. Any payment corrections shall be evenly distributed among any remaining pay periods, unless otherwise agreed to by the teacher concerned and the Senior Administrator Responsible for Human Resources or designate.

L7.05.07

At termination (ie. resignation, layoff) or commencement of an unpaid leave of absence of an employee, calculation will be made by the Board to determine whether salary received by the employee matches the number of work days in the school year to date multiplied by the per diem rate. In the event of a discrepancy, the Board shall pay the difference to

the employee, or the employee shall reimburse the Board. If the teacher is required to reimburse the Board, the teacher shall repay the amount owing in a manner mutually agreeable to the Board and the teacher. If mutual agreement is not reached, the Board will consult the Bargaining Unit President or designate prior to implementing a repayment schedule.

L7.05.08

Gross Annual Salary refers to the salary schedule in effect at the pay date mentioned and is inclusive of vacation pay and statutory holiday pay.

L7.06 Retirement Gratuity

The following Local language may be superseded by the Central Agreement.

See also [C – Appendix A Retirement Gratuities](#)

See also [R – Appendix R1 – Retirement Gratuities](#)

"Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:"

L7.06.01

A teacher employed on August 31, 1998 by the Board under the provisions of one of the Agreements of the predecessor Boards forming the Upper Grand DSB who has entitlement to the Retirement Gratuity provisions as set forth in Appendix B ([R – Appendix R1 – Retirement Gratuities](#)) shall have their Retirement Gratuity entitlements continue in full force until they retire under such provisions unless the teacher resigns or is terminated prior to retirement.

L7.06.02

The Board shall maintain a record of all teachers eligible for each applicable retirement gratuity as set forth in Appendix B ([R – Appendix R1 – Retirement Gratuities](#)).

L – Article 8: Benefits and LTD

The following Local language may be superseded by the Central Agreement.

See also [C7.00 BENEFITS](#)

See also [R – Appendix R2 – L-MOU November 17, 2012](#)

See also [R – Appendix R4 – C-MOU April 9, 2013](#)

See also [R – Appendix R7 – LETTER OF AGREEMENT RE: GROUP BENEFITS](#)

See also [R – Appendix R3 – L-LOU Dec 17, 2012](#)

L8.01 Benefits

L8.01.01

It shall be a mandatory condition of employment that all teachers teaching half-time or more participate in the benefit plans (including extended health, dental, and group life) subject to the terms and conditions of those plans. Any member teaching less than half-time shall be eligible for the benefit plans provided the member pays a prorated amount, based upon teaching time, of the premium cost subject to the approval of the carrier.

L8.01.02

See also [C7.00 BENEFITS](#)

See also [R – Appendix R3 – L-LOU Dec 17, 2012](#)

The Board shall contribute to the Bargaining Unit an amount according to the schedule below per FTE teacher included on the Board's Qualification and Experience Scattergram submitted to the Ministry as part of the financial estimates in each school year for extended health, dental and group life (including AD&D) insurance plans.

Payment for 2008/09 school year	\$2981
Payment for 2009/10 school year	\$3071
Payment for 2010/11 school year	\$3163
* Plus TBU share of \$33 million Benefit Enhancement	
Payment for 2011/12 school year	2010/2011 + 3%

Payment for 2014 – 2015	\$3449
Payment for 2015 – 2016	\$3449
Payment for 2016 – 2017	\$3449

The Board shall also contribute to the Bargaining Unit the same amount of money for each teacher on LTD as of October 31, 2002 that it does for each FTE teacher employed by the Board for extended health and dental premiums. For clarification, the October 31, 2002 number of teachers will be reduced by a corresponding amount of the previously identified teachers as they are moved off LTD.

L8.01.03

One-twelfth (1/12) of the money specified in L8.01.02 shall be remitted to the Bargaining Unit on the first of each month.

L8.01.04

Notwithstanding L8.01.02, the Board shall be responsible for administering and paying for the EAP, and the employer portion of all the following statutory benefits: Canada Pension Plan, Employment Insurance, Employer Health Tax.

L8.01.05

The Board is not the policy holder of benefits for the teachers effective February 5, 2001.

L8.01.06

The Bargaining Unit shall be the policy holder of the benefits, excluding statutory benefits, effective March 1, 2001. The Bargaining Unit, in consultation with the Board, shall determine the terms and conditions of the plan. The rate paid by the members shall be the group rate charged by the carrier.

L8.01.07

The Board shall administer the benefits plan on behalf of the Bargaining Unit. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide necessary data to the insurer and Bargaining Unit. The Board will remit the premiums collected to the bargaining unit who shall remit these premiums to the carrier on behalf of their members.

L8.02 Benefits While on Leave

See also [L – Article 11: Leaves](#)

L8.02.01

All teachers on unpaid leaves of absence and long term disability shall be eligible to be a member of the benefit plan provided the member pays the full cost of the premiums.

L8.02.02

Teachers on unpaid leaves of absence, with the exception of those on statutory Maternity Leave or during the LTD qualifying period, shall be eligible to be a member of the benefit plan provided the member makes the arrangements directly with the Bargaining Unit and pays the full premium cost to the Bargaining Unit.

L8.02.03

Teachers on leaves of absence or on LTD will be responsible for paying directly to the carrier all administration fees, charged by the carrier, for the continuance of their benefits while on leave or LTD.

L8.02.04

All teachers on long term disability and during the LTD qualifying period retain full entitlement to all benefits provided under L – Article 8 and shall make arrangements for benefits directly with the Bargaining Unit.

L8.02.05

Teachers who qualify for LTD, or who are absent from work while they are in the appeals process for up to a maximum of two (2) years, shall pay 100% of their extended health and dental premiums to the Bargaining Unit as if they were actively at work.

L8.02.06

The rate paid by the members in L8.02.04 shall be the group rate charged by the carrier.

L8.03 Long Term Disability (LTD)

The following Local language may be superseded by the Central Agreement.

See also [C7.11 Long-Term Disability \(Employee Paid Plans\)](#)

L8.03.01

The Board shall administer the LTD plan on behalf of the Bargaining Unit. It is understood that administration means the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer. The Board will remit the premiums collected to the Bargaining Unit who shall remit these premiums to the carrier on behalf of their members.

L8.03.02

The Bargaining Unit shall be the policy holder of the plan with full authority to determine the terms and conditions of the LTD plan and in selecting the insurer for the plan. It is agreed that the plan design shall include a waiting period of one hundred and twenty (120) days.

L8.03.03

Where the Bargaining Unit implements changes in the terms and conditions of the LTD plan or selection of an insurance carrier, the Board shall, for administrative purposes, be advised of the changes at least thirty (30) days prior to the date the changes are to be implemented.

L8.03.04

Participation in the LTD plan is mandatory for all members of the Bargaining Unit, subject to the eligibility requirements provided under the plan. It is understood that teachers who are absent from work for a period exceeding the LTD waiting period are required to apply for LTD or the employee will not be eligible to use their accumulated sick leave beyond eighty working days.

L8.03.05

LTD premiums are paid by members of the Bargaining Unit through payroll deductions.

L8.03.06

The period of absence for a teacher receiving LTD benefits for up to two years is an authorized LTD leave of absence and the member will continue to accrue seniority during this period.

L8.03.07

The Board and the Federation agree to participate in early intervention and return-to-work rehabilitation programs initiated on behalf of disabled members.

L8.03.08

The Board, in consultation with the Bargaining Unit, shall develop and maintain a modified work program to oversee and accommodate, where possible, the effective return to active employment of teachers who have become disabled.

L8.03.09

There will be no escalator. An escalator will continue to be paid to those teachers who were eligible for and who are currently on or applying for LTD on or before December 14, 1999.

L – Article 9: Communication

L9.01

The Board shall provide bulletin board space for the use of the Bargaining Unit to post notices relating to matters of interest to members of the Bargaining Unit. The location of the bulletin board shall be determined by the Principal in consultation with the Bargaining Unit President or designate.

L9.02 (2015L)

The Board and Federation agree to post the final Collective Agreement (in a printable format, pdf) to their respective websites or intranets within forty (40) school days of the ratification of the tentative agreement. The time period may be extended by mutual agreement. The Board agrees to provide new employees with the name of the Bargaining Unit President and the address, email, and telephone number of the office where the President may be contacted.

L9.03 (2015L)

The Bargaining Unit shall have the right to conduct Federation business on the Board's premises subject to the principal's approval. Access to a private meeting space will be provided where available for a meeting between a Union Representative and a member.

L9.04

The Bargaining Unit shall continue to have access to the Board's courier service, e-mail, fax and telephone services for communication with its members and with the Board's representatives subject to the Board's policies and rules on electronic communication.

L – Article 10: Absences

Inquiries related to the following absences should be directed to HR@ugdsb.on.ca

L10.01 Board Policy (2015L)

The existing Board Policy 411 on Absences and Leaves will apply (See Appendix A). It will be neither withdrawn nor modified without the consent of the Bargaining Unit. Board policy 411 includes absences related to Attending Funerals, Legal Commitments, Post-Secondary Graduation Exercises, Examinations, External Educational Committees, Personal, Inclement Weather, and Absences with Loss of Salary and Benefits that are not outlined in the following articles of the collective agreement. Rulings under this policy are not grievable.

L10.01.01 (2020L)

If a request for an absence is denied by the Board, the Board will provide a written explanation for the denial to the member.

L10.02 Personal Days

L10.02.01

The following Local language may be superseded by the Central Agreement.

See also [Letter of Agreement # 2 RE: Status Quo Central Items](#)

A teacher shall be entitled to a maximum of one (1) personal leave day each school year, for reasons other than illness, without deduction of salary or loss of benefits. ~~Such personal leave day shall be deducted from the teacher's sick leave account.~~

L10.02.02 (2015L)

A personal leave day may not be used to extend the following existing Holidays except in extenuating circumstances as approved by the Senior Administrator Responsible for Human Resources or designate.

- a) Board designated holidays
- b) Statutory holidays
- c) Summer break

L10.02.03

The Board will not deduct either a sick day or personal day for a Teacher's absence to supervise students enrolled at their home school and registered as a participant in a school approved activity provided the teacher is required to meet Board supervision ratios.

L10.03 Moving Days

One (1) day leave of absence per year shall be granted with pay and no deduction from sick leave, to move to a new place of residence.

L10.04 Bereavement

L10.04.01

It is understood that the following is in place of, and not in addition to, the entitlement provided under Board policy 411.

L10.04.02

In cases of personal bereavement, the Board shall grant leaves of absence, without loss of pay or sick leave credits, as follows:

Up to five (5) days in the event of the death of:

Parent or child or spouse/partner of teacher,

Parent or child of spouse or partner,

Grandchild of teacher or the teacher's spouse/partner.

Up to three (3) days in the event of the death of:

Sibling of teacher or their spouse/partner,

L10.04.03

Miscellaneous personal bereavement absence or the extension of the absences outlined above will be upon recommendation of principal/supervisor and subject to the approval of the Director of Education.

L10.05 Family Responsibility

L10.05.01

The following Local language may be superseded by the Central Agreement.

See also [Letter of Agreement # 2 RE: Status Quo Central Items](#)

For up to two (2) days each school year, a teacher may be absent to attend to family emergencies that require their urgent personal attention. Such an absence ~~leave will be deducted from sick leave but~~ would be without loss of salary or benefits. It is understood that these Family Emergency Days are in place of, and not in addition to, Family Illness Days under Board Policy 411.

L10.06 Birth/Adoption

L10.06.01

For absences occurring at the time of the birth or adoption of their child, a Teacher who is not eligible for pregnancy leave shall be granted, upon written request, a leave of absence without loss of salary for a period not exceeding two (2) days. This leave shall not be deducted from the Teacher's sick leave account.

L10.07 Illness/Sick

The following Local language may be superseded by the Central Agreement.

See also [C9.00 SICK LEAVE](#)

See also [C – Letter of Agreement #1 RE: Sick Leave](#)

See also [C – Appendix B – Abilities Form](#)

See also [R – Appendix R2 – L-MOU November 17, 2012](#)

See also [R – Appendix R4 – C-MOU April 9, 2013](#)

L10.07.01

The following Local language may be superseded by the Central Agreement.

See also [C9.00 SICK LEAVE](#)

A teacher shall be entitled to use sick leave ~~credits~~ when the teacher has a medically determinable physical or mental impairment due to injury or illness that prevents the teacher from performing the regular duties of their position. It is understood that the maximum number of consecutive days during which a teacher shall be entitled to use sick leave ~~credits~~ shall be equal to the LTD waiting period provided the teacher is approved for LTD.

L10.07.02

A teacher may be required by the Senior Administrator Responsible for Human Resources or designate to substantiate the reason for any absence exceeding five (5) consecutive days. For other absences, where the Board may have reasonable grounds to question the appropriateness of the use of sick days, the Senior Administrator Responsible for Human Resources or designate may require a medical certificate to be completed on a form provided by the Board ([C – Appendix B – Abilities Form](#)). The Board will pay the actual cost of the medical certificate. In any relevant case involving illness, accident or disability, the Board may also require a teacher to sign a release of medical information to a doctor selected by the Board with respect to the medical condition in question or may require a teacher to be examined by a doctor of the Board's choice. The Board shall endeavour to ensure that the teacher's preference for a male or female doctor will be accommodated when requested. It is understood that the doctor selected by the Board is required to maintain the confidentiality of the medical diagnosis of the teacher. The Board shall pay the cost of the third party billing incurred when a teacher consults a doctor at the Board's request.

L10.07.03

The following Local language may be superseded by the Central Agreement.

See also [C9.00 Sick Leave g\) Administration](#)

Teachers are required to take part in the Board's Workplace Early Intervention Program (WEIP) ~~and to sign a release of information to permit the Board to contact the employee's physician to facilitate this process.~~

L10.07.04

Teachers are required to report their absence or expected absence in accordance with the Board's reporting requirements.

L10.07.05

Sick leave ~~credits~~ will be used for an employee's dental or medical appointments ~~when such appointments are unable to be scheduled outside of the teacher's working day.~~

L10.08 Attendance Support

L10.08.01

The Board will develop an Attendance Support policy, in consultation with the Federation.

L10.08.02

The Board will consult with the Bargaining Unit regarding changes to its policy on Attendance Support.

L10.08.03

In the event that the Board wishes to meet with a member for the purposes of discussing the member's attendance as part of the formal Attendance Support Program, the Board shall provide the member with not less than one day's advance notice of the meeting.

L10.08.04

The Board shall ensure that all medical records provided to the Board's Disability Manager are stored in a confidential manner in a secure location.

L10.08.05 (2020L)

The Board shall inform the Federation of the threshold of absences and/or criteria that would obligate a member to participate in the Attendance Support Program.

Absences as a result of the following reasons would not be included in the criteria that would obligate a member to participate in the Attendance Support Program:

- Participation in legal proceedings (e.g. WSIB hearings, WSIAT hearings, OCT hearings, court proceedings, etc.)
- Short-term personal leaves of absence approved under Board Policy 411 or Collective Agreement (L-Article 10)
- Approved personal leaves of absences (L-Article 11) with the exception of sick leave and/or Short-Term Leave and Disability Plan (STLDP)
- Circumstance(s) where a Teacher is personally ordered to quarantine per the *Quarantine Act* and / or ordered to self isolate per the appropriate health authority.
- Statutory leaves in accordance with the *Employment Standards Act of Ontario*, as amended (e.g. Domestic or Sexual Violence Leave, Crime Related Child Disappearance Leave, Organ Donor Leave, Reservist Leave, etc.)

Inquiries related to the above bulleted list, should be directed to HR@ugdsb.on.ca

L10.08.06

Only medically qualified persons shall offer medical advice to a teacher. It is understood that this shall not preclude the ability of the Principal/Vice-Principal to offer advice to an individual teacher or to suggest that a teacher see a doctor or counselor.

L10.08.07

The Board will notify the Federation before implementing changes to the Attendance Support Policy.

L – Article 11: Leaves

Inquiries related to the following leaves should be directed to HR@ugdsb.on.ca

L11.01 Special Leave

L11.01.01

Teachers with twelve (12) years or more of teaching experience are eligible for this plan.

L11.01.02

A teacher taking a full semester leave will receive 50% of their annual salary while teaching and 10% of their annual salary on the 25th day of the first month of the leave.

L11.01.03

Leaves taken in accordance with clause L11.01 shall be without loss of experience or seniority. A teacher retains full entitlement to all benefits provided under L – Article 8 of the collective agreement during the leave. The teacher shall pay 100% of the premium cost while on leave.

L11.01.05

In order to ensure viability of programs, the Board may, at its sole discretion, limit the number of leaves, total and per semester, per subject or per school.

L11.01.06

A leave under this plan will only be approved if ultimately the overall cost of the salary of the replacement teacher plus the cost of the teacher on leave does not exceed the cost that the Board would have incurred had the teacher not taken the leave of absence.

L11.01.07

Applications for leave under this plan shall be submitted to the Senior Administrator Responsible for Human Resources or designate through the Principal, not later than March 31st of the preceding year.

L11.01.08 (2020L)

Upon return from a leave, a teacher shall be placed in a similar position where possible, at the same school/worksite, subject to L – Article 12. In the event of concerns about the placement of the teacher upon return from leave, the parties agree to discuss this at a Labour Management meeting.

L11.02 Fixed Term Leave

11.02.1

A fixed term leave without pay may be granted by the Board to a teacher who wishes to teach for only one (1) semester in a school year, or to a teacher who wishes to teach on a part-time timetable for a full academic year, or some combination of these, or to a teacher who wishes to take a leave of absence for one (1) full academic year.

L11.02.02

Application in writing for a fixed term leave shall be made to the Senior Administrator Responsible for Human Resources or designate by March 15 for a leave commencing the following September, and by November 1 for a leave commencing the following February.

L11.02.03 Full Year Leave

L11.02.03.01

While on leave, the teacher retains full entitlement to all benefits provided under L – Article 8 of the collective agreement. The teacher shall pay 100% of the premium cost while on leave. It is understood that the teacher shall provide written notification for benefits continuance to the Bargaining Unit's Benefits Officer, with a copy to the Board's Administrative Officer- Teacher Benefits, at the time of the application for leave.

L11.02.03.02 (2020L)

Upon return from a leave, a teacher shall be placed in a similar position where possible, at the same school/worksite, subject to L – Article 12. In the event of concerns about the placement of the teacher upon return from leave, the parties agree to discuss this at a Labour Management meeting.

L11.02.03.03

A fixed term leave may only be approved for up to and/or including one (1) full academic year. It is understood that a teacher shall only be approved for a maximum of two consecutive fixed term leaves (ie. maximum absence from teaching for two years). In extenuating circumstances, a teacher may appeal to the Senior Administrator Responsible for Human Resources or designate for an extension.

L11.02.04 Part Year Leave

L11.02.04.01

The salary to be paid will be based on the current grid pro-rated according to the fraction of the academic year taught.

L11.02.04.02

While on leave, the teacher retains full entitlement to all benefits provided under L – Article 8 of the collective agreement. The teacher shall pay 100% of the premium cost while on leave. It is understood that the teacher shall provide written notification for benefits continuance to the Bargaining Unit's Benefits Officer, with a copy to the Board's Administrative Officer Teacher Benefits, at the time of the application for leave.

L11.02.04.03 (2015L)

During the period of leave, seniority shall continue to accumulate for the period of the leave.

L11.02.04.04 (2020L)

Upon return from a leave, a teacher shall be placed in a similar position where possible, at the same school/worksite, subject to L – Article 12. In the event of concerns about the placement of the teacher upon return from leave, the parties agree to discuss this at a Labour Management meeting.

L11.02.04.05 (2015L)

The teacher shall receive all salary increments for the year of leave proportional to the fraction of the academic year taught.

L11.02.04.06

A fixed term leave may only be approved for up to and/or including one (1) full academic year. It is understood that a teacher shall only be approved for a maximum of two consecutive fixed term leaves (ie. maximum absence from teaching for two years). In extenuating circumstances, a teacher may appeal to the Senior Administrator Responsible for Human Resources or designate for an extension.

L11.03 Pregnancy/Maternity/Parental

The following Local language may be superseded by the Central Agreement.

See also [C – Letter of Agreement #3 RE: Central Items That Modify Local Terms](#)

See also [C8.00 STATUTORY LEAVES OF ABSENCE/SEB](#)

See also [R - Appendix R2 - L-MOU November 17, 2012 F. Maternity Leave](#)

See also [R - Appendix R4 - C-MOU April 9, 2013 - Maternity Benefits](#)

- a) The Board shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;

L11.03.01 Pregnancy/Maternity/Parental/Adoption

L11.03.01.01

Upon application in writing, a teacher who is a parent of a child is entitled to a short-term parental leave of absence without pay following:

- a) the birth of the child; or
- b) the coming of the child into custody, care and control of a parent for the first time. The short-term parental leave of a teacher who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time. All other parents must take the leave within 52 weeks of the child being born or coming into custody, care and control of a parent for the first time.

L11.03.01.02

A teacher who intends to take pregnancy/short-term parental leave shall notify the Board of the dates on which the teacher intends to leave and return to active employment, in accordance with the provisions of the Employment Standards Act. For pregnancy leave the actual dates may be altered for medical reasons providing a certificate from a legally qualified medical practitioner is provided; for short-term parental leave in the event of adoption of a child, these dates may be altered depending on the date on which a child becomes available.

L11.03.01.03

A teacher requesting a pregnancy leave shall provide the Board with a medical certificate as required by the Employment Standards Act.

L11.03.01.04

For absences occurring at the time of the birth or adoption of their child, a Teacher who is not eligible for pregnancy leave shall be granted, upon written request, a leave of absence without loss of salary for a period not exceeding two (2) days. This leave shall not be deducted from the Teacher's sick leave account.

L11.03.01.05

Nothing in this Article shall remove from a teacher any entitlement under the Employment Standards Act as it pertains to pregnancy and parental leaves.

L11.03.01.06

For the period of the statutory pregnancy/short-term parental leave, the Teacher shall be entitled to the accumulation of seniority, teaching experience and credit for sick leave.

L11.03.01.07 (2020L)

Upon return from a leave, a teacher shall be placed in a similar position where possible, at the same school/worksite, subject to L – Article 12. In the event of concerns about the placement of the teacher upon return from leave, the parties agree to discuss this at a Labour Management meeting.

L11.03.02 - Extended Pregnancy and Parental Leave

L11.03.02.01

Notwithstanding clause L12.06.02, the teacher is subject to L – Article 12 of this Agreement.

L11.03.02.02 (2020L)

Upon return from a leave, a teacher shall be placed in a similar position where possible, at the same school/worksite, subject to L – Article 12. In the event of concerns about the placement of the teacher upon return from leave, the parties agree to discuss this at a Labour Management meeting.

L11.03.02.03

A teacher on extended pregnancy or parental/adoptive leave for up to one (1) year's duration shall be allowed to maintain benefits in L – Article 8, Employee Benefits, held immediately prior to going on leave. Premiums will be paid by the teacher and the Board in accordance with L – Article 8, Employee Benefits, for up to one (1) year's duration.

L11.03.02.04

A teacher on extended pregnancy leave or parental/adoptive leave in excess of one (1) year's duration and up to two (2) years duration shall be allowed, subject to the terms of the insurance carrier(s) to maintain the teacher benefits in L – Article 8 held immediately prior to going on extended leave. The teacher shall retain full entitlement to all benefits provided under L – Article 8 of the collective agreement. The teacher shall pay 100% of the premium cost while on extended leave.

L11.03.02.05

The following Local language may be superseded by the Central Agreement.

See also [C – Letter of Agreement #3 RE: Central Items That Modify Local Terms](#)

See also [C – Appendix B – Abilities Form](#)

A teacher shall be entitled to use up to eight (8) weeks sick leave during the school year immediately following the birth of her child without a medical certificate. Use of sick leave beyond the eight (8) weeks will require a medical certificate acceptable to the Board. ([C – Appendix B – Abilities Form](#))

L11.03.02.06

For the period of the statutory pregnancy leave, the Board shall provide for teachers on unpaid pregnancy leave, a supplementary employment benefit (SEB) plan providing for payment at 100% of salary and allowances that the teacher would have received had the teacher not been on leave for the two (2) week waiting period for Employment Insurance benefits. Such a plan shall be approved by the Canada Employment and Immigration Commission.

L11.03.02.07

In addition to the provision in clause L11.03.02.06 the Board shall provide a top-up benefit as a supplement to the Teacher's Employment Insurance benefits following the waiting period noted in clause L11.03.02.06 or when the waiting period began before the birth of the child, following the birth of the child, for the next six (6) weeks of the pregnancy leave without the requirement to submit medical proof of illness. The amount of the supplement shall be equal to the difference between the amount of the teacher's employment insurance benefits and one hundred percent (100%) of the teacher's regular weekly earnings. The teacher will be required to submit information as determined by the Board in order to receive the top-up benefit. There shall be no deduction from the teacher's sick leave account for this six (6) week period.

L11.04 Teacher Funded Leave

L11.04.01

The Board and the Bargaining Unit acknowledge the granting of such leaves for any of the following purposes:

- a) reducing the incidence of declaring teachers surplus;
- b) personal development;
- c) professional development.

L11.04.02.01

Written application received by October 15 (for plans commencing semester 2), and March 15 (for plans commencing semester 1 of the following school year) shall be considered by the Review Committee within thirty (30) days of the application deadline. The granting of such a leave shall be governed by the following criteria:

- a) The teacher is unlikely to be declared surplus during the term of the individual's plan;
- b) Program disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances;
- c) In any one (1) year, the Board may allow up to ten (10) teacher-funded leaves in addition to the projected number of teachers surplus to the system in that year;
- d) Such other criteria as deemed by the Review Committee to be appropriate in the individual circumstances.

L11.04.02.02

Participation in this plan should be granted, subject to clauses L11.04.01 and L11.04.02.01. Teachers must have a minimum of two (2) years of service with the Board as a contract teacher in order to be eligible to participate in the plan.

L11.04.03

A Review Committee will be established, consisting of the Senior Administrator Responsible for Human Resources or designate, the Bargaining Unit President or designate.

L11.04.04

Acceptance or rejection of the application shall be in writing setting out the terms and conditions of the leave or explaining the reasons for denial.

L11.04.05

The Board and the Bargaining Unit assume no responsibility for any consequences arising out of the implementation of the plan related to its effect on a teacher's pension plan provisions or income tax implications. This plan must comply with current Revenue Canada regulations.

L11.04.06

The teacher-funded leave shall afford a teacher the opportunity to enter into an agreement with the Board to take a one semester or two semesters leave. In each year of the plan in which the teacher works the teacher agrees to be paid a pro-rated amount of their normal salary according to the Collective Agreement in effect for those periods. The remaining percentage of salary shall be deposited into an account in the teacher's name.

L11.04.07

Payment in the duration of the leave shall be paid out based on accrued funds plus remaining interest in bi-weekly installments.

L11.04.08

A teacher must take a consecutive block of time for the teacher-funded leave and the leave time can only be taken at the end of the plan.

L11.04.09

The Review Committee may consider and recommend any individual teacher-funded plan which differs from the standard four (4) over five (5) plan. Such leaves will occur in the last year, or portion of the year, of the plan.

L11.04.10

The teacher shall receive credit for the amounts withheld by the Board along with accrued interest. The interest rate credited to the teacher's account shall be the current rate for the Savings account at the Bank used by the Board, and be compounded and credited on each pay date. A statement of the teacher's account will be issued no more than twice each year upon written request of the teacher.

L11.04.11

During the life of the teacher-funded leave, the teacher's employee benefits shall be maintained by the Board and the teacher concerned (in accordance with the Collective Agreement in effect) as if the teacher were receiving one hundred percent (100%) of the teacher's salary.

L11.04.12

If, upon conclusion of the individual teacher's leave plan, the teacher's account (clause L11.04.10) contains a positive balance, including accrued interest, the teacher shall receive the excess in payments in a manner mutually agreeable to the Board and the teacher. If the balance is negative, the account plus an amount for accrued interest, calculated in the same manner as in clause L11.04.10, shall be paid by the teacher in a manner mutually agreeable to the Board and the teacher. If mutual agreement is not reached, the Board will consult with the Bargaining Unit President or designate prior to implementing a repayment schedule.

L11.04.13

A teacher participating in the plan shall be eligible for any increase in salary and benefit that would have been received had the teacher not been in the plan, including full credit for each year's seniority and increment. During the leave year, however, no credit for increment shall be granted.

L11.04.14

Teachers' Pension Plan deductions are to be continued as provided by the Teachers' Pension Act and according to the policies of the Teachers' Pension Plan Board throughout the duration of the plan. Teachers are responsible for any other arrangements with the Teachers' Pension Plan Board.

L11.04.15 (2015L)

A teacher may apply in writing to the Board to withdraw from the plan any time prior to March 15 of the year prior to the year in which the leave is to take place. The Board will consider extenuating circumstances beyond the March 15 deadline. The Board shall repay the teacher any monies accumulated, plus interest owed, minus an administration fee of \$100. The administrative fee may be waived in the event that the teacher withdraws from the plan as a result of extenuating circumstances. The monies may be deferred upon request of the teacher.

L11.04.16

Should a teacher die while participating in the plan, any monies accumulated or owed, plus interest owed at the time of death, shall be paid to or by the teacher's estate, as the case may be.

L11.04.17

A teacher wishing to participate in the plan shall be required to sign an agreement on a form prescribed by the Board, which shall include a binding commitment to repay any negative amounts outlined in clause L11.04.12.

L11.04.18

Income tax shall be deducted on the actual amounts received by the teacher throughout the duration of the plan, subject to the Income Tax regulations in effect at that time.

L11.04.19

During the self-funded leave year, the teacher may engage, subject to Federal and Provincial Regulations, in such plans of education and employment as the teacher chooses.

L11.04.20 (2020L)

Upon return from a leave, a teacher shall be placed in a similar position where possible, at the same school/worksites, subject to L – Article 12. In the event of concerns about the placement of the teacher upon return from leave, the parties agree to discuss this at a Labour Management meeting.

L11.04.21

When a teacher is accepted for LTD while participating in the plan prior to the leave, their eligibility for the leave plan shall be reviewed by the member and the Review Committee. The provisions of the leave plan must comply with all Canada Customs and Revenue Agency requirements.

L11.04.22

The following Local language may be superseded by the Central Agreement.

See also [C9.00 Sick Leave](#)

Sick leave credits shall not accumulate during the time spent on leave.

L11.05 Federation Leave

L11.05.01 (2015L)

Where the Board requests a Federation representative on a committee which is convened during the instructional day, paid time release from their teaching duties shall be granted, if necessary.

L11.05.02 (2015L)

The Bargaining Unit President shall be granted a full-time union leave. The Board shall pay the entire cost of the President's base. The Bargaining Unit shall reimburse the Board an amount equal to sixty-seven percent (67 %) of the Minimum of Category II towards the cost of the replacement teacher. The Board shall also pay the President any allowances provided for in Article 7 that may apply to the President for the term of the Presidency and a Consultant/Curriculum Leader year 2 allowance as outlined in Article 7.03.05. The Bargaining Unit shall reimburse the Board for sixty-seven percent (67 %) of the cost of such allowances.

L11.05.03 (2015L)

The Bargaining Unit Chief Negotiator shall be granted sixty seven percent (67%) union leave. In addition, the Bargaining Unit chief negotiator shall be granted nine (9) days per school year which may be used at the Bargaining Unit Chief Negotiator's discretion for work associated with contract maintenance. The Board shall also pay the Chief Negotiator any allowances provided for in L – Article 7 that may apply to the Chief Negotiator for their term of office and a Consultant/Curriculum Leader year 2 allowance as outlined in Article L7.03.05. The Board shall pay the entire cost of the Bargaining Unit Chief Negotiator's salary and allowances and the cost of the supply teacher for the nine (9) days. The Bargaining Unit shall reimburse the Board for an amount equal to sixty-seven percent (67%) of 0.666 FTE minimum Category II towards the cost of the replacement teacher and sixty-seven percent (67%) of the Consultant/Curriculum Leader Allowance.

L11.05.04 (2015L)

The Bargaining Unit Benefits Officer shall be granted sixty seven percent (67%) union leave. In addition, the Bargaining Unit Benefits Officer shall be granted nine (9) days per school year which may be used at the Bargaining Unit Benefit Officer's discretion for work associated with benefits administration. The Board shall also pay the Benefits Officer any allowances provided for in L – Article 7 that may apply to the Benefits Officer for their term of office and a Consultant/Curriculum Leader year 2 allowance as outlined in Article L7.03.05. The Board shall pay the entire cost of the Bargaining Unit Benefits Officer's salary and allowances and the cost of the supply teacher for the nine (9) days. The Bargaining Unit shall reimburse the Board for an amount equal to sixty-seven percent (67%) of 0.666 FTE minimum Category II towards the cost of the replacement teacher and sixty-seven percent (67%) of the Consultant/Curriculum Leader Allowance.

L11.05.05 (2020L)

The Board shall grant up to a 1.667 FTE leave for an additional Executive Officer(s) if requested by the Bargaining Unit. The Board shall pay the entire cost of the Executive Officer(s) salary, any allowances provided for in L – Article 7 that may apply and a Consultant/Curriculum Leader year 2 allowance(s) as outlined in Article L7.03.05. The Bargaining Unit shall reimburse the Board for an amount equal to sixty-seven percent (67%) of the related FTE at minimum Category II towards the cost of the replacement teacher and sixty-seven percent (67%) of the Consultant/Curriculum Leader Allowance(s).

L11.05.06

The Bargaining Unit President, Bargaining Unit Chief Negotiator and any teachers under clause L11.05.05 shall be considered as full-time teachers, except for PTR purposes, with all the employee benefits as outlined in this agreement.

L11.05.07

Upon request, the Board shall grant an unpaid leave to any statutory member of the Bargaining Unit elected to a position at the provincial level of OSSTF or OTF.

L11.05.08

Upon request, the Board shall grant an unpaid leave for up to a maximum of two (2) years to any statutory member of the Bargaining Unit, hired for a position at the provincial level of OSSTF or OTF.

L11.05.09

Upon request by the Bargaining Unit, the Board may grant time off to a teacher(s) for OSSTF business. The Board shall pay the full cost of the teacher and the occasional teacher. The OSSTF will reimburse the Board for the full cost of the occasional teacher.

L11.05.10

The period of OSSTF leave outlined in clause L11.05 shall count as teaching experience in respect to salary increments.

L11.05.11 (2020L)

Upon return from a leave, a teacher shall be placed in a similar position where possible, at the same school/worksites, subject to L – Article 12. In the event of concerns about the placement of the teacher upon return from leave, the parties agree to discuss this at a Labour Management meeting.

L11.05.12

In addition to the Chief Negotiator, the Board agrees to cover the full cost of release time for four teachers for negotiation meetings with the Board occurring during the school day.

L11.05.13

Where possible, teachers with part time release time for Federation responsibilities shall be accommodated regarding the scheduling of their teaching responsibilities.

L11.05.14 District President Time Release (2020L)

The Board shall grant up to a 0.5 FTE leave for the District President or designate if requested by the Bargaining Unit. The Board shall pay the entire cost of the District 18 President or designate salary, and any allowance provided for in L- Article 7 that may apply. The Bargaining Unit shall reimburse the Board for an amount equal to sixty-seven percent (67%) of the related FTE at minimum Category II towards the cost of the replacement teacher.

L11.05.15 (2020L)

Members on Federation Leave who access any paid or unpaid and/or statutory leave as provided for in the Collective Agreement and/or in legislation shall be replaced by a member identified by the Bargaining Unit. Such replacement shall be at no additional cost to the Bargaining Unit.

L11.06 Compassionate Care/Family Medical Leave/Critically Ill Child Care Leave

The following Local language may be superseded by the Central Agreement.

See also [C8.00 STATUTORY LEAVES OF ABSENCE/SEB](#)

L11.06.01

“Compassionate Care Leave” means an unpaid leave taken for the purposes of caring for or supporting a family member who has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

L11.06.02

A compassionate Care Leave may be taken for up to eight (8) weeks.

L11.06.03

All requirements outlined in the Employment Standards Act must be met for the leave to be granted.

L11.06.04

An extension to a Compassionate Care Leave shall be granted upon the employee’s request provided all requirements outlined in the Employment Standards Act have been met.

L11.06.05

A member on Compassionate Care Leave shall continue to be entitled to employee benefits and accumulation of credit for sick leave, seniority and experience.

L11.06.06 (2020L)

Upon return from a leave, a teacher shall be placed in a similar position where possible, at the same school/worksites, subject to L – Article 12. In the event of concerns about the placement of the teacher upon return from leave, the parties agree to discuss this at a Labour Management meeting.

L11.06.07

Notwithstanding the above, the member is subject to L – Article 12.

L11.06.08

The following Local language may be superseded by the Central Agreement.

See also [C8.00 STATUTORY LEAVES OF ABSENCE/SEB](#) for SEB requirements

The member will provide to the Board a medical certificate indicating that a member of the family has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

L11.06.09

For the purposes of this Article, “family” is as defined in the Employment Standards Act as amended from time to time.

L – Article 12: Staffing

L12.0

The Secondary Staffing process will be consistent with the following structure:

1. Secondary Staffing Committees – Board and In-school staffing
2. Seniority by System and School
3. Increase in Time/Transfer Application – due Mar. 15
4. Average Daily Enrolment (ADE) – March 31
5. Full Time Equivalent (FTE) Staffing Complement – April
6. Redundant to System
7. Determine System Responsibilities
8. Consultant/Curriculum Leader appointment where possible
9. Position of Added Responsibility (PAR) appointment where possible
10. Section Allocation by School – mid/late April
11. School Needs (by subject)/Surplus
12. Administrative Transfers (and system responsibilities and returns)
13. Voluntary Transfer (3+, 3 or less)
14. Place Surplus
15. Recall redundant teachers if any
16. Increase in Time
17. Teacher Exchange Opportunity Program
18. External Hiring (Reg. 274)

L12.01 Secondary Staffing Committees – Board and In-school staffing

L12.01.01 Secondary Staffing Committees

L12.01.01.01

The secondary staffing committee shall be established by January 15 and maintained from year to year to assist the Board with the staffing of its secondary schools.

L12.01.01.02

The Secondary Staffing Committee shall consist of:

- a) Bargaining Unit President or designee,
- b) Bargaining Unit Chief Negotiator or designee,
- c) Senior Administrator Responsible for Human Resources or designee,
- d) All secondary principals

L12.01.01.03

The Bargaining Unit President and Chief Negotiator or designate(s) shall be present during staffing meetings.

L12.01.02 In School Staffing Committee (ISSC)

L12.01.02.01

Each school will have an In-School Staffing Committee comprised of:

- a) Principal and Vice Principal(s)
- b) One member from each organizational unit
- c) OSSTF Branch President(s) and Collective Bargaining Committee (CBC) Representative. Designates will be selected to act in place of a Branch President or CBC Representative should they already be included in L – 12.01.02.01 (b).

L12.01.02.02

The ISSC will provide input to the principal with respect to the allocation of the school's instructional time to each classroom teacher. The ISSC will review the method of staffing the school during the school year, including surplus and redundancy declarations, transfers, and hiring to vacancies, Additional Professional Assignments (APA) schedules and section allocations to each department.

L12.01.02.03

The ISSC shall meet at least five (5) times per year and shall report in writing on its activities to the teaching staff at the staff meeting following any meeting of the In-School Staffing Committee. A meeting will take place in September between the Branch President and the Principal to establish, in writing, future meeting dates for the In-School Staffing Committee. Such meeting dates may be adjusted by mutual agreement.

Topics discussed at these meetings could include, but are not limited to, section allocation, staffing complement and course cancellations.

L12.01.02.04

The ISSC will formally review the staffing and workload issues of Teachers each semester.

L12.01.02.05

The ISSC shall have access to certificates of qualification and all numerical data on staffing from both Principals and administration.

L12.01.02.06

The ISSC will review the allocation to the school by the Secondary Staffing Committee of the school's share of the secondary system's instructional time for a school year and provide feedback to the Secondary Staffing Committee on the matter.

L12.01.02.07

In order to balance workloads, a teacher's overall pupil contacts shall be monitored by the In-School Staffing Committee with recommendations to be forwarded to the Principal.

L12.01.02.08 (2015L)

When possible, part-time teachers should be time-tabled into consecutive periods.

L12.02 Seniority by System and School

L12.02.01

The Board, in conjunction with the Bargaining Unit, shall prepare a list which ranks, in decreasing order of seniority, all teachers employed by the Board. Teachers employed exclusively as occasional teachers, night school teachers and summer school teachers shall not be included on the list. The list will be compiled by March 1 each year and shall include credit to June 30 of the same year.

L12.02.02

a) For teachers employed with the Board as of January 1, 1998, seniority shall be the length of experience with the Board or predecessor Boards. Any approved absence, including layoff with recall rights, shall not be considered an interruption of continuous service.

b) For teachers hired by the Board after January 1, 1998, seniority shall be the length of continuous service with the Board from the last date of hire as a secondary teacher other than as an occasional teacher, night school teacher or summer school teacher.

L12.02.03

A copy of the list shall be forwarded to the Bargaining Unit President no later than March 1 of each school year. The seniority list(s) shall be posted in all locations where Members of the Bargaining Unit work.

L12.02.04

Errors in the calculation of a teacher's seniority shall be brought to the attention of the Board by the teacher within thirty (30) work days or the list shall be deemed correct.

L12.02.05

Should a tie in rank ordering occur based on the first day of work the following criteria shall be used to break the tie:

- a) total length of employment as a secondary teacher, other than as an occasional teacher, night school teacher or summer school teacher with the Board or its predecessor Boards;
- b) total length of employment as a teacher, other than as an occasional teacher, night school teacher or summer school teacher with the Board or its predecessor Boards;
- c) total years of teaching experience in Ontario as a secondary teacher, other than as an occasional teacher, night school teacher or summer school teacher with the Board or its predecessor Boards;
- d) by lot conducted by a Senior Administrator in Human Resources and the Bargaining Unit President.

In applying the above criteria, the steps shall be applied in order as required until the tie is broken.

L12.03 Increase in Time/Transfer Application – Due Mar. 15

L12.03.01

Bargaining Unit Members who wish to be considered for transfer to another secondary school must inform the Senior Administrator in Human Resources in writing no later than March 15 in the school year immediately prior to the school year for which the transfer shall be effective.

L12.03.02

A teacher must have been employed by the Board for at least two (2) years prior to requesting a transfer. This provision may be waived at the Board's exclusive discretion.

L12.03.03

Application for increased time shall be made in writing to the Senior Administrator in Human Resources by March 15 to become effective the following September 1.

L12.04 Average Daily Enrolment (ADE) – March 31

L12.04.01

A Secondary Staffing Sub-Committee consisting of:

- a) Bargaining Unit President or designee,
- b) Bargaining Unit Chief Negotiator or designee,
- c) Senior Administrator in Human Resources or designee,
- d) One secondary principal

shall with input from the Principals:

- a) by March 31, recommend to the Board's Senior Administration the Secondary average daily enrolment (ADE) for the following school year
- b) make recommendations as to the system-wide staff complement.

L12.05 Full Time Equivalent (FTE) Staffing Complement – April

L12.05.01

The Secondary Staffing Sub-Committee shall establish the amount of instructional time allocated to each school.

L12.06 Redundant to System

L12.06.01

The Secondary Staffing Committee shall review the application of redundancy procedures and ensure that procedures are properly followed.

L12.06.02

The teachers who may be declared redundant to the system shall be determined as follows: (All references to teachers mean Full-Time Equivalent (F.T.E.)).

a) Teachers Available = teachers presently on staff

+ (teachers returning from leave or secondment)

- (teachers going on leave)

- (teachers retiring or resigning)

- (teachers seconded)

- (teachers promoted to a non-school position)

b) Teachers Necessary to the System

= Classroom Complement*

+ Teacher Librarians

+ Guidance Teachers

+ E.S.L. Teachers

+ Teachers assigned to Ministry funded projects and programmes

+ Resource Withdrawal Teachers

+ Special Education Teachers

* Classroom Complement to be determined as per the Staffing Agreement.

Note:

If a teaching position cannot be filled by a teacher who is presently covered by this agreement and who cannot become qualified for that position prior to the commencement of the teaching duties of the position, the Board may fill that position with a newly hired qualified teacher and declare the next teacher covered by this agreement redundant.

c) If the number of teachers available is more than the number of teachers necessary to the system, then the difference between these two (2) figures shall be the number of teachers that will be declared redundant to the system.

L12.06.03

On or before May 1, a letter shall be posted in each school stating that either:

a) No teacher shall be declared redundant to the system; OR

b) A maximum of ## teachers covered by this Collective Agreement are to be declared redundant to the system.

L12.06.04

By May 9, the maximum number of teachers who shall be declared redundant to the system shall be named and listed starting at the bottom of the seniority list proceeding up the ranked list.

L12.06.05

At least one (1) day prior to the posting in clause L12.06.04, the appropriate Senior Administrator in Human Resources shall notify personally in writing each teacher who shall be declared redundant to the system. This notice may be delivered by the appropriate Principal.

L12.06.06

The Bargaining Unit President shall be sent a copy of the letter which is delivered to each teacher in clause L12.06.05 at the same time that such a letter is delivered to the teacher.

L12.06.07

If a non-probationary teacher is required for a position to be vacated by one of the teachers listed in clause L12.06.04 and no qualified teacher employed by the Board is available to fill such position (except by making vacant a similar position in another school), the Board shall have the right to retain that redundant teacher in the present position and thus the next lowest teacher on the seniority list will then be placed on the redundant list named in clause L12.06.04. In this way the number of teachers necessary to the system will remain constant L12.06.02 (b).

L12.06.08

The Board shall endeavour to staff the Continuing Education programme by utilizing the qualified teachers who may be declared partially redundant to the system according to Article L12.06. These teachers whose teaching assignment incorporates teaching credit courses in both the regular day-school programme and the Continuing Education programme shall be paid their proper grid salary according to qualifications and experience.

L12.06.09

By May 31, each teacher whose name still remains on the list of teachers who have been declared redundant to the system may be informed that their employment will be terminated. The Board shall indicate in writing that the teacher has been declared redundant to the system, and the Senior Administrator in Human Resources shall notify in person the teacher of the decision. At this time the Bargaining Unit President shall be notified of this decision.

L12.07 Determine System Responsibilities

L12.07.01 (2015L)

The board will provide a list of teachers that are system responsibilities.

L12.08 Consultant/Curriculum Leader appointment where possible

L12.08.01

A teacher appointed to the position of Consultant or Curriculum Leader shall have a three (3) year term.

At the end of the three (3) year term, if the incumbent member is not renewed or resigns from the position earlier, the Board shall return the teacher to a similar position where possible in the same school, subject to L – Article 12 of this agreement. In the event of concerns about the placement of the teacher upon return from appointment, the parties agree to discuss this at a Labour Management meeting.

L12.09 Position of Added Responsibility (PAR) appointment where possible

L12.09.01

The Board shall be allowed to retain on staff those members who hold a position of added responsibility as outlined in L – Article 12.09 provided the total number of teachers (body count) designated protected in each school shall not exceed the number of Positions of Added Responsibility outlined in L12.09. Such a teacher may then be excluded from the transfer or surplus list. The teachers eligible for retention must be named by the Principal not later than September 30. Such designation must be made in writing to the Senior Administrator Responsible for Human Resources and the Bargaining Unit President.

L12.09.02

The current PAR structure and positions shall be three (3) year terms beginning September 1, 2014.

L12.09.03

There will be two (2) categories of responsibility positions namely Heads and Minor Heads, unless modified by the implementation of item L12.09.02.

L12.09.04

The expectations of teachers in Charge of Organizational Units shall be those referred to in the Board's Performance Appraisal Policy. A copy of the section of the Policy pertaining to Positions of Added Responsibility shall be given to each teacher in charge of an Organizational Unit.

L12.09.05

The number of Major Heads in the District shall not be less than 84 and the number of Minor Heads for the District shall not be less than 26 and shall be distributed as per item L12.09.07 unless modified by the implementation of item L12.09.08. This structure will remain in place for the term of the PAR following which the Secondary Staffing Committee will review the current allocations and recommend redistributions as required.

L12.09.06

Vacancies that occur during the term shall be filled only until the end of the original terms as an acting position.

L12.09.07

School	Major Heads	Minor Heads
CCVI	11	3
CDDHS	7	2
CHSS	4	1
CWDHS	10	3
EDHS	4	1
GCVI	10	3
JFRCVI	12	3
NDSS	6	3
ODSS	10	3
WHSS	4	2
WSS	7	2

L12.09.08

The Principal in consultation with the in-school staffing committee will have the option of utilizing the available allowances in a way which differs from the above provided;

- a) The total allocation of funds must be equal to the allocation under clause L12.09.07,
- b) The allocation to any one person does not exceed those outlined in L7.03.04.01,
- c) The alternative structure is approved by Senior Administrator Responsible for Human Resources or designate,
- d) The alternate structure will have a term consistent with article L12.09.02.

L12.10 Section Allocation by School – mid/late April

L12.10.01

The determination of the number of staff allotted to each school is recognized to be the responsibility of the Director of Education in consultation with the Superintendents and the Principals. Once such allotments have been determined, there may exist either surplus or deficient situations within individual schools.

L12.10.02

The Secondary Staffing Committee shall provide each principal with the allocation of the school's sections. The principal will share the school allocation with the in-school staffing committee. The Secondary Staffing Committee shall review the distribution of instructional time to teaching staff within schools at least twice during the school year.

L12.11 School Needs (by subject)/Surplus

L12.11.01

A Staff Complement Vacancy is a complement position within the Board which exists or will exist for the ensuing school year and to which no Bargaining Unit Member has been assigned.

L12.11.02

A Surplus teacher is a Bargaining Unit Member who has been identified as being in excess of the staffing requirements of a particular school for the ensuing school year.

L12.11.03

Where a Principal finds that a surplus situation exists in the school, the Principal shall declare the number and names of teachers surplus, and these shall be available for transfer during the placement of surplus teachers (Step 14). The declaration of teachers available for transfer in Step 14 shall be made in accordance with restrictions on qualifications as outlined in Ministry Regulations, and shall recognize that the programme needs of the school shall have first (1st) priority.

L12.12 Administrative Transfers (system responsibilities and returns)

L12.12.01

Where a teacher is to be transferred by the Board for the following school year from a school in one municipality to a school in another municipality, the Board agrees to notify the teacher in writing on or before the first day of May immediately prior to the school year for which the transfer is effective.

L12.12.02

The Board shall have the right to transfer a teacher within the secondary panel at such time as may be required by prevailing circumstances following consultation with the Bargaining Unit President or designate. At the time of notification, the Senior Administrator Responsible for Human Resources or designate concerned shall outline the reasons for transfer, in writing to the teacher so affected.

L12.12.03

It is understood that nothing in this clause prevents the transfer of a teacher who has requested a transfer at any time by mutual consent of the Board, the teacher and the President of the Bargaining Unit or designate.

L12.13 Voluntary Transfer (3+, 3 or less)

L12.13.01

The Senior Administrator Responsible for Human Resources or designate shall provide lists of teachers requesting voluntary transfers and increases to contract time to the Secondary Staffing Committee only after school staffing needs are formally declared by all schools.

L12.13.02

Requests for voluntary transfer which can be accommodated shall be first used to fulfil the requirements of L – Article 12.13.04. In order to facilitate voluntary transfers a Member who is transferred to replace a Member on leave for only one year will remain the responsibility of the originating school.

L12.13.03

A teacher who has applied for a transfer for three (3) consecutive years which has not been granted shall be offered a transfer in the following year subject to a position being available for which they are qualified and provided the teacher is not under review and the most recent performance appraisal was rated as satisfactory.

L12.13.04

The Board will consider the transfer of teachers within the Secondary Schools and Elementary Schools and between Elementary and Secondary Schools. Mutual agreement of the teacher, the Principals and the Superintendents concerned will be normally a condition of transfer in cases other than Board-requested transfers and those involving surplus situations. A request for transfer by a teacher shall be made in writing to the Senior Administrator Responsible for Human Resources by March 15 for the following September 1 transfer. The teacher shall be notified in writing prior to June 15 for a transfer commencing the following September.

L12.13.05

The Board encourages the short-term inter panel exchanges of teachers within a school year. Mutual agreement between the teacher, the Principals and the Superintendents of Education and the Bargaining Unit Presidents concerned is required. The teacher's salary and benefits will be maintained during the inter panel placement as they were prior to the placement.

L12.13.06

During the term of a teacher's inter panel placement, the teacher will remain a member of their original bargaining unit for the purposes of federation representation but will be expected to accept all negotiated working conditions, with the exception of salary and benefits, of the panel into which they are temporarily placed.

L12.13.07

Upon completion of the inter panel placement teachers will be returned to their original school and to a position for which they are qualified, subject to L – Article 12.

L12.13.08 Section 23/Alternative School (2015L)

When a classroom teacher that transfers to a section 23/alternative school setting that wishes to return to a regular high school setting, the parties agree to discuss this at a Labour Management meeting.

L12.14 Place Surplus

L12.14.01

The Secondary Staffing Committee shall review the application of surplus procedures and ensure that procedures are properly followed.

L12.14.02

Where a teacher is to be transferred as a result of being surplus to the school by the Board for the following school year from a school in one municipality to a school in another municipality, the Board agrees to notify the teacher in writing on or before the first day of May immediately prior to the school year for which the transfer is effective.

L12.14.03

Where programme restrictions permit, the teacher declared available for transfer during the placement of surplus teachers shall be the teacher with the least seniority for that particular school.

L12.14.04

Placement of the surplus teachers declared available for transfer shall be the responsibility of the Director of Education, in consultation with the Principals.

L12.14.05

A teacher relocated in a minor subject area under the foregoing provisions shall receive priority consideration but not necessarily placement when future vacancies occur in the teacher's subject area.

L12.14.06

After all voluntary transfers have been considered, a teacher who is transferred or has been notified of their transfer as a result of being surplus to the present school will be offered the first available position to return to the original school if an opening occurs for which the teacher is qualified after the transfer has taken place or after the notification of transfer.

L12.14.07

It is the teacher's responsibility to ensure that the teacher is accessible to the Human Resources Department by indicating a phone number where the teacher can be reached or a message can be left for times when the teacher is not at work. If the teacher is unavailable to be contacted within twenty-four (24) hours when the Board attempts to contact the teacher to make an offer, the Board's obligation to the teacher shall have been met.

L12.14.08

The Board will make every effort to ensure that teachers will not be unnecessarily relocated from their geographic region.

L12.15 Recall redundant teachers if any

12.15.01

A Redundant Teacher is a Bargaining Unit Member who has been identified by seniority in excess of the staffing requirements of the Board for the ensuing school year.

L12.15.02

The Board shall establish and maintain a recall list of all Bargaining Unit Members declared redundant. Bargaining Unit Members will remain on the recall list for twenty-four months following their date of termination. A Member has the right to one refusal of recall to a position, equal to their FTE entitlement, for which the Member is qualified. Refusal of a second offer of recall to a position, equal to their FTE entitlement, for which the Member is qualified, will result in removal from the recall list.

L12.15.03

Bargaining Unit Members who have been declared redundant and remain on the recall list shall be recalled to the Staff Complement Vacancies based on seniority and be reinstated as though there had been no interruption in service.

L12.15.04

Redundant Members remaining on the recall list shall be entitled to continue to be enrolled in benefit plans in which the Members were enrolled immediately prior to being declared redundant, subject to the terms of the insurance carrier(s). (The Member shall reimburse the Bargaining Unit for 100 % of the benefit premiums.)

L12.15.05

Bargaining Unit Members who are eligible for recall shall file with the Board their most recent address, telephone number and email address.

L12.15.06

When a Position becomes available, the Board shall contact the teacher being recalled by telephone and shall offer the position by registered email, a response to this offer must be received by the Board by email within 48 hours.

L12.15.07

No increase in time or external hiring shall take place until positions have been offered to qualified redundant Bargaining Unit Members remaining on the recall list.

L12.16 Increase in Time

L12.16.01

A part-time teacher on the increase in time list shall have priority as a candidate for a position of increased time whenever such a position becomes available for which the part-time teacher is qualified.

L12.17 Teacher Exchange Opportunity Program

A System Exchange Program, to facilitate reciprocal exchanges between Teachers, is available to members of this Bargaining Unit. The purpose of the program is to allow Teachers an opportunity to exchange schools and timetables with another Teacher within UGDSB secondary schools. Such exchanges are made by mutual agreement of the Teachers and Principals involved in the exchange. The final decision in the matter of the exchange will reside with the Senior Administrator Responsible for Human Resources.

Details of the Program components and application process can be found on UGShare (<https://ugshare.ugdsb.on.ca/docushare/dsweb/View/Document-15480>). Teachers must complete the applicable form “Secondary Teacher Exchange Opportunity Application” for Program consideration.

Changes to the Teacher Exchange Opportunity Program as described in UGShare will only be made with the mutual consent of the TBU and the Board.

L12.18 External Hiring (Reg. 274)

L12.18.01

When a contract teaching position, or an increase in contract time, becomes available, and the transfer, surplus, recall, and increase in time processes are complete and the position becomes available to external candidates, the Board shall post the position electronically both internally and externally at all secondary schools and section 23 schools for no less than three (3) business days. Statutory holidays and Board holidays, as defined in the school year calendar, shall be excluded from the three (3) business day time frame.

L12.18.02

When a contract teaching position is advertised, all subject-qualified contract teacher(s) currently employed by the Board will be offered an interview up to a maximum of two (2) candidates provided the teacher indicates on their application that they are presently a contract teacher with the Board.

L12.18.03

A Principal who receives applications, as a result of a job posting or an increase in teaching time or a vacant position, shall review applications from teachers currently employed by the Board first.

L12.18.04

Internal qualified applicants shall be considered for a vacancy before an external applicant is interviewed. Consideration is not a guarantee of an interview. Unsuccessful internal applicants may contact the Principal of the school to receive a debriefing. When an external candidate is hired over an internal candidate the Principal will contact the Bargaining Unit President.

L12.18.05

Members of the Teachers’ Bargaining Unit (excluding temporary Vice-Principals) shall not participate in an interview if any candidate being interviewed for the position is a member of the TBU.

L12.18.06 Probationary Period

L12.18.06.01

Teachers newly hired by the Board shall be considered probationary teachers during the first twelve (12) months of continuous employment, exclusive of leaves in excess of thirty (30) days.

L12.18.06.02

At the end of the twelve (12) month probationary period the Board shall:

- a) end the probationary period of employment; or
- b) provide to the TBU President, a reason to extend the probationary period for an additional time not to exceed six (6) months, exclusive of leaves in excess of thirty (30) days; or

c) terminate the teacher's employment.

L12.18.06.03

It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the termination of probationary teachers.

L12.18.07 Replacement of Administration

L12.18.07.01

The Parties agree that a teacher who is a member of the TBU may substitute for an absent Principal or Vice-Principal on an occasional basis. The Teacher-in-Charge shall be paid additional \$20.00 per day for each full day for a period not to exceed one semester. It is understood that the Teacher-In-Charge is not responsible for evaluating or disciplining other employees. The Board will ensure that an administrator is available to assist in the resolution of any emergency situation that arises.

L12.18.07.02

The parties agree that a teacher who is a member of the TBU may be appointed from the eligibility list into a Principal or Vice-Principal position on an ~~acting~~ temporary basis for more than one semester and less than one school year. The ~~Acting~~ Temporary Principal or Vice-Principal shall be paid at the rate of the Vice-Principal salary grid, Year 0. Such salary shall be deducted from the Principal/Vice-Principal line of the funding formula.

L12.18.07.03

The teacher will continue to be subject to all terms and conditions of this Collective Agreement.

L12.18.07.04

Nothing in this Article prevents the teacher from resuming the teacher's regular duties subject to forty-eight (48) hours written notice to the appropriate supervisor.

L12.18.07.05

An occasional teacher shall be hired to replace a classroom teacher who is acting in place of an absent Principal or Vice-Principal for a full day or more.

L12.18.07.06

The TBU member shall be entitled to return to the member's former position in the TBU, if it still exists, or a comparable position if it does not with full rights and privileges as though there had been no break in service within the TBU.

L12.18.07.07

Teachers who are assigned to Temporary Principal or Temporary Vice-Principal positions for periods of up to two years shall be entitled to return to the member's former position in the Bargaining Unit if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Bargaining Unit provided that the member's term as acting Temporary Principal or Vice-Principal does not exceed two (2) school years. The teacher shall retain their seniority but shall not accumulate seniority while in the acting Temporary position.

L12.18.07.08

A Principal or Vice-Principal may be reassigned to a position as a teacher within two (2) years of leaving the TBU of District 18 provided such reassignment does not create a redundancy in the Secondary panel. Upon return to the TBU,

seniority shall be the length of their service prior to being hired as a Principal or Vice Principal. It is understood that L12.18.07.08 does not apply to Principals or Vice-Principals hired externally.

L12.19 Retirement/Resignation Notification (2020L)

L12.19.01

When the Board is in receipt of a retirement/resignation notice from a Teacher, the Board will email a copy to the Bargaining Unit President. It is understood that the Board will not process such retirement/resignation until 48 hours has lapsed from the time the notice was emailed to the Bargaining Unit President, where possible.

L12.20 School Opening, Closing and Amalgamations (2020L)

L12.20.01

The structure in which the staffing process occurs, as detailed in L12.0, shall be followed when a new school is opening, a current school is closing and / or amalgamation of schools.

L – Article 13: Labour Management Committee

L13.01 Labour Management

L13.01.01 (2015L)

The Labour-Management Committee shall consist of at a minimum

- a) The TBU President or designate
- b) The TBU Chief Negotiator or designate
- c) The Senior Administrator Responsible for Human Resources or designate
- d) Employee and Labour Relations Manager or designate

L13.01.02

The Labour-Management Committee:

- a) Shall meet monthly during the school year or as required by mutual agreement. Either party may choose not to meet on any given month (s) without mutual agreement and such right shall not be unfairly exercised;
- b) May discuss concerns identified by either party;
- c) May discuss items identified in the Collective Agreement;
- d) May proactively discuss new Board or Union information.

L13.01.03

The Labour- Management Committee will work jointly to resolve issues in a timely manner wherever possible.

L13.02 Pandemic (2020L)

In the event of a pandemic, which impacts upon the Upper Grand District School Board, the parties agree to meet at the earliest possible time, to discuss the potential impact on the operations of the Board and the provisions of the Collective Agreement, including but not limited to, access to compensation and execution of job duties, workplace accommodation, and working conditions as affected by the particular circumstances. The parties shall continue such discussions throughout the period of the declared pandemic.

13.02.01 Quarantine/Self Isolation (2020L)

In circumstances where a Teacher is personally ordered to quarantine per the *Quarantine Act* and / or ordered to self isolate, the Teacher shall not suffer loss of pay, nor seniority, nor credit for teaching experience, for the duration of the quarantine / self isolation period as directed by the appropriate public health authority.

Notwithstanding the above, where an employee has subjected themselves to a circumstance(s) which subsequently results in an order to quarantine/self isolate (e.g. travel which would require quarantine/self isolation upon return, or any other blatant disregard for public health restrictions) compensation will not be provided by the Board. This decision may be waived at the sole discretion of the Board in highly compassionate circumstances.

Eligibility for benefits shall be subject to the provisions of the Employee Life Health Trust (ELHT).

L13.03 School Closure

See [L – Letter of Agreement RE: School Closure](#)

L – Article 14: Working Conditions

L14.01 Assigned Time/Additional Professional Assignment (APA)/On-Call

L14.01.01

The length of the school year shall be the minimum number of school days as prescribed by the applicable Education Act Regulations. No teacher shall be required to be in attendance for a number of days in excess of the total number of days in the school year as set out in the Ministry approved school year calendar.

L14.01.02 (2020L)

The maximum assigned time for a full time Teacher shall be 225 minutes per day within the 300 minute instructional day. Assigned time shall be pro-rated for part-time Teachers. When an APA/on-call is assigned which would result in assigned time of more than 225 minutes, the total maximum assigned time may be 262.5 minutes.

L14.01.03

Each full time Teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes and free from assigned duties.

L14.01.04

Each full-time teacher will be assigned 6 out of 8 periods, or equivalent.

L14.01.05

No Teacher shall be allocated assigned time over a continuous interval exceeding 180 minutes excluding travel time between periods and/or breaks. In extenuating circumstances, a Teacher, with mutual consent of the Principal and Teacher, could be assigned up to 225 minutes.

L14.01.06 (2015L)

Workload, on-calls, supervision and mentorship duties assigned to part-time teachers shall be prorated in accordance with the ratio that the teacher's entitlement bears to that of a full-time teacher.

When possible, Part-time teachers will be scheduled classes, preparation time and APAs in one consecutive block of time. When possible, the Principal and part-time Teacher may choose to schedule the Teacher's lunch at the end of assigned duties/preparation time for the instructional day.

L14.01.07 (2015L)

APA shall be assigned by the Principal or Vice-Principal. Records of APAs will be kept at each school site by the Principal, Vice-Principal or designate and will be made available to the In-school Staffing Committee upon request. The Principal shall endeavor to assign no more than two (2) on-calls per week.

Any APAs assigned outside the normal instructional day, for the safe supervision of students, must be with the consent of the Principal/Vice-Principal and the Teacher.

L14.01.08 (2015L)

All Additional Professional Assignments shall be equitably time-tabled within the instructional day. Any APAs outside the instructional day, for the safe supervision of students, must be with the consent of the Teacher, and the Principal/Vice-Principal.

Any APAs assigned outside the normal instructional day, for the safe supervision of students, must be with the consent of the Principal/Vice-Principal and the Teacher.

L14.01.09

Supervision duties may be blocked in units with the mutual consent of individual Teachers and the Principal.

L14.01.10 (2015L)

Each full time Teacher may be assigned Additional Professional Assignments (APAs) comprised of either on-calls, supervisions, student mentoring and/or teacher mentoring. Such Additional Professional Assignments, shall not exceed the following

Effective September 1, 2014

- 52 half periods (max) APAs including on-calls

- 24 half periods (max) on-calls

*Note: A half period consists of a maximum of 37.5 minutes.

L14.01.11

Department Heads with time release will have an equitable share of on-calls.

L14.02 Class Caps**L14.02.01**

The Board and the Teachers' Bargaining Unit agree that caps for class sizes are useful in creating a positive learning environment. Toward that end the Board will ensure the following class size maximums:

Academic (D)	31
University (U)	31
University/College (M)	31
Applied (P)	23
Workplace (E)	21
College (C)	28
Open (O)	27
Locally Developed (L)	15

Technology Studies (hard shops)	21
Co-op	26
At-Risk Co-op	20
Special Education	10
At-Risk/Credit Recovery	20

L14.02.02

Class caps must be met by October 15th for the first semester and March 1st for second semester.

L14.02.03

The maximum number of students in a class that contains more than one course shall be the average of the maxima of the courses.

L14.02.04

The Principal and the In-School Staffing Committee will endeavour to ensure that individual Teachers are not assigned multi-level or multi-grade courses in one classroom simultaneously that result in more than four (4) different lesson preparations in one semester. Individual Teacher timetables that exceed this criteria will only do so with the mutual consent of the Principal and the individual Teacher.

L14.02.05

In order to balance workloads, a teacher's overall pupil contacts shall be monitored by the In-School Staffing Committee with recommendations to be forwarded to the Principal.

L14.03 Library/Guidance/Special Education/Credit Recovery/Home Instruction/Dual Credit

L14.03.01

For each school year the minimum number of sections assigned to the areas outlined below shall be:

- Library/Guidance: 16.41 sections per 1000 ADE students
- Special Education Resources: 13.33 sections per 1000 ADE students

L14.03.02

Where the subject Teacher is recommending a student for Credit Recovery, the subject teacher shall only be required to provide the following information:

- a) the student's final grade for the course
- b) a breakdown of all marks for the course using the Teacher's normal mark recording format
- c) reasons for Credit Recovery recommendation

L14.03.03

For a student accepted into the Credit Recovery Program, the subject Teacher shall only be required to identify and provide:

- a) units, concepts, and/or expectations not successfully achieved;

- b) relevant learning skills' information.
- c) copies of incomplete assignments and grading criteria.

L14.03.04

A student, while absent from school receiving home instruction, must remain on the class lists of the courses being taken at the time of the absence.

L14.03.05

A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.

L14.03.06 Non-Traditional Timetable (2020L)

- (a) Each full-time teacher will be assigned a teaching schedule which is equivalent, on average over a cycle not exceeding twenty (20) consecutive instructional days to that of teachers in traditional school organizations as outlined in Article 12 (Staffing) and Article 14 (Working Conditions) of the Collective Agreement.
- (b) It is understood that the daily assigned time may exceed the maximum of 225 minutes on some days as outlined in Article 14 (Working Conditions) (but will not exceed 300 minutes), but will be proportionally less on other days and equal to a regular classroom teacher as above. It is understood that the daily assigned time may be partially outside the normal instructional day. All other provisions of the Collective Agreement will apply in the same manner as that of a regular classroom teacher.
- (c) A non-traditional timetable shall not be implemented or amended in a school/worksite without prior notice to, and discussion with, the Bargaining Unit.
- (d) Classes in a non-traditional timetable shall be subject to the terms and conditions stipulated in Article 14 (Working Conditions) and will not increase a teacher's workload.
- (e) Where possible, within a non-traditional timetable, the Board will endeavour, for Teachers teaching only one period, to schedule their additional professional assignments (APA) in either the morning or afternoon which corresponds to the period in which the teacher is assigned.
- (f) A teacher in a non-traditional timetable will not be negatively disadvantaged in any staffing process as outlined in Article 12 (Staffing) due to the timetable/schedule.

L14.04 Exams

L14.04.01

During formal examination periods, teachers who are marking or completing assessment activities are permitted to be at home when other duties have not been assigned, but teachers must be accessible to students or immediately available for contact by telephone by the school during school hours.

L14.04.02 (2015L)

The Board and the Union will meet in Labour Management to review and discuss timelines and submission dates regarding exams and report card marks for each semester.

L14.04.3 (2020L)

There will be a minimum of one (1) school day between the last exam day and the report card deadline, where the school year calendar permits. When it is not possible to schedule Commencement three (3) or more school days after the last exam day, the Board and the Union shall discuss the dates for grade 12 mark submission as it relates to June Commencements at the January labour management meeting.

L14.05 Professional Development

All school-wide PLC and/or similar PD activities scheduled by the administration for all teachers will take place within the instructional day. Staff meetings are exempt from this clause.

L14.05.02 (2020L)

Teachers shall not be required to complete mandatory and / or legislative required training on their own time.

L14.06 Classroom Environment

L14.06.01 (2015L)

Where equipment or facilities are deemed unsafe for use (requiring repair or replacement) as a result of an inspection by a Board designated employee, such equipment or facility shall be clearly tagged. The tag shall identify the name of the person performing the inspection, non-conformance noted and status of the equipment (repair or replacement and work order number as applicable).

The record of the inspection shall be forwarded to the Principal for communication with the applicable teacher(s).

L14.07 Staff Meetings (2020L)

(a) The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all Teachers.

(b) Regularly scheduled staff meetings shall be held no more than once per month on average.

L – Article 15: Grievance Procedure

See also [C5.00 Central Grievance Process](#)

L15.01

If a teacher is unable to resolve by informal discussion with a supervisor appointed by the Senior Administrator Responsible for Human Resources, any complaint or question as to the interpretation, application, administration or alleged violation of this Agreement, the Bargaining Unit on behalf of the teacher may lodge a grievance as herein provided.

L15.02

A grievance shall be defined as any question, dispute or difference of opinion involving interpretation, application, administration or alleged violation of any term, provision or condition of this Collective Agreement. The purpose of the Grievance Procedure is to address a problem between the two (2) parties without prejudice to both parties. For purposes of this Article, days shall be calendar days.

L15.03 (2020L)

A grievance may be lodged at Step 1 by the Bargaining Unit on behalf of a teacher or group of teachers.

L15.04

A grievance of the Bargaining Unit on behalf of all of its members, may be initiated by the Grievance Officer at Step 3.

L15.05 (2020L)

At Steps 3 and 4, each party to the grievance may elect to be assisted by a provincial representative of its respective organization. The teacher may also elect to have ~~his/her~~ their own choice of legal counsel present at Step 4 subject to the bargaining unit's approval.

L15.06 (2015L)

All notices, reports and decisions shall be made in writing. Notification will be sent by letter and/or email to the TBU President and TBU Grievance Officer.

L15.07 (2020L)

Where mutually agreed between the parties, an accurate record of the dialogue of each meeting may be maintained by a recording secretary. Such grievance procedure minutes will not be admissible in Arbitration.

L15.08

The personnel who render decisions during the grievance procedure shall not be present when subsequent decisions are made unless the grievor has been afforded the same opportunity. It is understood that L15.08 shall not apply to closed sessions of the Board or Bargaining Unit.

L15.09 (2020L)**Step 1**

A grievance shall be submitted in writing setting out the facts of the grievance together with the provisions of the Agreement by specific number alleged to have been violated, and shall not be subject to change after submission. The grievance shall be submitted to the Senior Administrator Responsible for Human Resources with a copy to the Manager of Employee and Labour Relations within fourteen (14) days after the event which gave rise to the grievance or after the date when the event could reasonably have been detected. The Senior Administrator Responsible for Human Resources or designate, accompanied by another Board representative if requested by the Senior Administrator Responsible for Human Resources, shall meet with the Bargaining Unit and grievor, where required within seven (7) days following the date on which the grievance was received by the Senior Administrator Responsible for Human Resources. Within the seven (7) days after the meeting, the Senior Administrator Responsible for Human Resources shall forward the written decision, together with reasons therefor, to the Bargaining Unit. If the ~~griever rejects the~~ decision is rejected, the grievance officer shall notify the Senior Administrator Responsible for Human Resources in writing accordingly within seven (7) days after receiving the decision.

L15.10 (2020L)**Step 2**

Failing settlement at Step 1, the grievance officer shall submit the grievance to the Director of Education within seven (7) days after the date of receiving the decision at Step 1. The Director of Education or designate together with one other representative of the Board whom the Director may wish to have present shall meet with the Bargaining Unit and grievor, where required within seven (7) days from the date the grievance was received by the Director of Education. Within seven (7) days after the meeting, the Director of Education or designate shall forward the written decision, together with the reason or reasons therefor, to the Bargaining Unit. If the decision is rejected, the grievance officer shall notify the Director of Education in writing accordingly within seven (7) days after receiving the decision.

L15.11 (2020L)**Step 3**

Failing settlement at Step 2, the grievance officer shall submit the grievance to the Chair of the Board within seven (7) days after receiving the answer in Step 2. The Board or a representative committee of the Board shall meet with the Bargaining Unit and grievor, where required within fourteen (14) days immediately following the receipt of the

grievance by the Board. Within seven (7) days after the meeting, the Board shall forward its written decision, together with the reason or reasons therefore, to the Bargaining Unit. If the decision is rejected, the grievance officer shall notify the Board of Education in writing accordingly within seven (7) days after receiving the decision.

L15.12

Grievance Filed by Bargaining Unit or by the Board

The Bargaining Unit or the Board may lodge a grievance in writing against the other within fourteen (14) days after detection of the event which gave rise to the grievance. The Board or a representative committee of the Board shall meet with the Executive of the Bargaining Unit within fourteen (14) days from the date the grievance was received by the opposite party. The decision of the Board or the Bargaining Unit shall be forwarded in writing, together with the reasons therefor, to the party lodging the grievance, within seven (7) days after the meeting. If the grievor rejects the decision, the grievance officer shall notify the opposite party in writing accordingly within seven (7) days after receiving the decision.

Note: The Bargaining Unit will notify the Director of Education. The Board will notify the Bargaining Unit President.

L15.13

Step 4

Failing settlement at Step 3, the grievance officer shall, within seven (7) days after receiving the answer in Step 3, notify the other party, in writing of its desire to submit the grievance to arbitration. The Bargaining Unit shall notify the Director of Education. The Director of Education or designate shall notify the Bargaining Unit.

At any stage in the grievance procedure, the parties by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which the resolution is to be reached. The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicated that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they are frozen.

L15.14

Arbitration Board

If the parties mutually agree to use an arbitration board rather than a single arbitrator, the notice shall contain the name and address of the grieving party's appointee to the arbitration board. The responding party shall, within seven (7) days inform the grieving party of its appointee to the arbitration board. The two appointees shall within seven (7) days or such longer time as they agree upon, appoint a third person who shall be the chairman. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairman within the time limit, either the Bargaining Unit or the Board may request the appointment of a chairman by the Ministry of Labour.

L15.15

Single Arbitrator

The notice shall contain the name and address of the grieving party's proposed single arbitrator. The responding party shall, within seven (7) days, inform the grieving party of its agreement to the proposed single arbitrator or its proposal for another single arbitrator. If the recipient of the notice fails to appoint an arbitrator, either the Bargaining Unit or the Board may request the appointment of an arbitrator by the Ministry of Labour.

L15.16

Each party shall pay the costs of its nominee on an arbitration board plus half the costs of the chairperson. Where there is a single arbitrator the costs shall be shared equally between the parties.

L15.17

One (1) or more steps of the grievance procedure may be omitted, or the time lines extended, by written mutual

consent of the parties, in respect of the processing of a particular grievance. Time lines as outlined at each step of the grievance procedure shall exclude holidays.

L15.18

The people named to be present at each step of the grievance procedure may be changed by written mutual consent of the parties, in respect of the processing of a particular grievance.

L15.19

A teacher who is required to be in attendance at any stage of the grievance procedure shall not suffer loss of pay, nor seniority nor credit for teaching experience.

L – Article 16: Personnel File/Documentation

L16.01 HO1

L16.01.01

A teacher shall have access during normal business hours to that teacher's personnel file upon prior written request and in the presence of a supervisory officer or other person(s) designated by the Director. The teacher may copy any material contained in this file.

L16.01.02

Where a teacher authorizes, in writing, access to the teacher's personnel file by another person acting on the teacher's behalf (for example, the Bargaining Unit President or Grievance Officer), the Board shall provide such access upon prior request in the presence of a supervisory officer or other person(s) designated by the Director.

L16.01.03

In the event that the teacher disputes the accuracy or completeness of any information contained in the personnel file, the Board shall, upon receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information, where possible. If the Board is unable to amend the information, the teacher's written dispute information remains in the file attached to the original document.

L16.01.04

The Bargaining Unit President or designate shall have access to complete teacher information including name, address, phone number, salary, grid position and birth date.

L16.01.05

Upon receipt of a written request by a Member the Board shall delete and destroy any documentation in the Member's Personnel File regarding an issue of discipline or derogatory notation after a period of two (2) years have elapsed since the issue was first noted. Such a request would only be granted if the teacher had improved in areas identified in the documentation. It is understood that this clause does not apply to teacher performance appraisal documents.

L16.01.06

After a supervisory visit by a Superintendent, Principal or Vice-Principal, the teacher shall receive, within a reasonable period of time, usually not more than ten (10) teaching days, a duplicate copy of the post-observation report with sufficient space for comments by the teacher and the teacher's signature.

L16.02 Electronic Documentation/Electronic Training

L16.02.01 (2015L)

Employee's personal information submitted to the board electronically shall be maintained in accordance with the Board's security protocols.

L16.02.02 (2015L)

Data collected as part of Board required training/certification that is done electronically shall be maintained in accordance with the Board's security protocols.

L16.03 Personal Information/Privacy/Security

L16.03.01

The Board shall ensure that all records and information (including offence declaration and CPIC records) obtained pursuant to Regulation 521/01 or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. Access to such records shall be strictly limited to those staff who must have access to the information in order to search, collect and use the information.

L16.03.02

The Board shall not release or report to the Ontario College of Teachers any information about an employee obtained pursuant to Regulation 521/01 unless required to do so under another Act or Regulation.

L16.03.03 (2015L)

The Board shall reimburse a licensed Automotive Teacher that is scheduled to teach Transportation Technology up to \$150.00 every three years for renewal of the required license. The Board shall reimburse an employee for required certification up to \$150 every three years if

- The Board requires the employee to have the certification;
- The Board does not offer a course in the required certification;
- The certification requirement is pre-approved by the Principal and the Human Resources Department.

For clarity, this does not include any Ontario College of Teachers (OCT) fees paid by Teachers.

L16.03.04

The Board shall ensure that all medical records provided to the Board's Disability Manager are stored in a confidential manner in a secure location.

L – Article 17: Teacher Performance Appraisal

L17.01 (2015L)

The Teacher Performance Appraisal shall be conducted according to the process specified by the Ministry of Education as amended from time to time. A teacher shall be evaluated only with respect to the areas of competency set out in the Schedule attached to Regulation 99/02 of the Education Act or the Ministry/legislative requirements as amended from time to time.

L17.02

The Board will consult with the Bargaining Unit in the development of, and prior to making changes to, the Board's policies and procedures regarding teacher performance appraisals.

L17.03 (2020L)

The parties agree that where a teacher has been on leave, including absence due to illness, within the instructional year, timelines for evaluation shall be deferred accordingly, up to the maximum deferral timeline as per O.Reg 99/02. This shall not apply to NTIP teachers. A teacher may request that the evaluation be completed earlier than the maximum deferral timeline, as per O.Reg 99/02.

L17.04

A Teacher shall have the right to OSSTF representation at any meeting which is part of or results from the performance appraisal procedure. It is the responsibility of the Teacher to invite the representative from OSSTF and to inform the principal in advance if there will be an OSSTF representative in attendance at the meeting.

L17.05 (2020L)

Classroom observations completed as part of the performance appraisal process shall include, if possible, observation of those subjects included on the teacher's certificate of qualifications. The evaluator shall consult the teacher in respect to preferred class or classes to be observed. When requested by the Teacher, the evaluator will provide a timeframe for the appraisal, with input from the Teacher. The timeframe provided to the Teacher may be subject to change if circumstances warrant.

L17.06

A teacher shall be given at least forty-eight (48) hours' notice before a formal classroom observation.

L17.07

Results from any formal parent/student survey will not be considered in the teacher's performance appraisal rating.

L17.08

The summative report will not include negative comments about a teacher's involvement in school supported extracurricular activities.

L17.09 (2015L)

The Performance Appraisal shall not include consideration of a Teacher's involvement in extracurricular programs or other voluntary activities.

L17.10 (2020L)

Teachers in positions of added responsibility (PAR) shall not perform any aspect of another teacher's performance appraisal.

L17.11 (2020L)

The duties of a PAR will not be considered in a TPA. It is understood that this does not preclude the evaluator from commenting on the domains and competencies that are a component of the formal evaluation process.

L17.12

The Board shall endeavour to complete all classroom observations on or before June 1st in the year of the TPA with the exception of a teacher whose previous evaluation resulted in a rating of development needed or an unsatisfactory rating. Upon receipt of the summative report, the teacher must sign to acknowledge receipt. If the teacher wishes to complete the teacher's written comments section of the summative report, the Teacher shall be given ten (10) school days from the date of receipt of the report to do this.

L17.13

No grievance with respect to performance appraisal shall be filed under L- Article 15 of the Collective Agreement until a Teacher has received two (2) consecutive unsatisfactory appraisals.

L17.14 (2015L)

The Board will notify the Bargaining Unit President in writing within three (3) school days when a teacher receives an unsatisfactory rating.

L17.15

The Bargaining Unit has the right to file a grievance with respect to the performance appraisal report of a Teacher, which may lead to termination, up to August 31st in the year in which the appraisal was done.

L – Article 18: Health and Safety

L18.01 Health and Safety

L18.01.01

The Board agrees to provide safe and healthy conditions of work for its teachers and to carry out all of its duties and obligations under the Occupational Health and Safety Act and its regulations. It is understood that a perceived violation of the Occupational Health and Safety Act is not grievable.

L18.01.02

The Federation agrees to assist the Board in maintaining proper observation of health and safety rules.

L18.01.03

One representative appointed by the Teachers' Bargaining Unit Executive shall serve on the Board's Joint Health and Safety Committee.

L18.01.04

All reported incidents of violent or aggressive behaviour at a work location, which may negatively impact the safety of any or all members of the Teachers' Bargaining Unit shall be brought to the attention of the Joint Health and Safety Committee.

L18.01.05

It is the responsibility of the member to report to the Principal any unsafe equipment or process, which, in the Member's opinion appears to be unsafe or hazardous. Should the Principal not address the situation in a timely or safe manner the member may refer the matter to the Joint Health and Safety Committee.

L18.01.06 (2015L)

The wearing of protective footwear at work is a mandatory working condition for teachers working in the following subject areas while in the shops/labs:

- Construction Technology;
- Manufacturing Technology;
- Transportation Technology;

- Integrated Technology;
- Co-operative Education when the teacher enters a work site in which protective footwear is required of that work site's employees.

Notwithstanding the above, if a TBU member is providing on-call coverage in one of the aforementioned technology areas, C.S.A. approved protective footwear shall not be required provided the TBU member is not operating any equipment.

The Board will reimburse each employee who is required to wear safety footwear under this clause up to a maximum of two hundred (\$200) per school year for C.S.A. approved protective footwear, upon receipt of proof of purchase.

L18.01.07

Employees who fail to wear or fail to use the safety equipment provided/funded by the Board, which is required for their job, may be subject to disciplinary action.

L – Article 19: Medical Procedure/Other Board Policies

L19.01

For actions taken by any teacher in following the Board's policy on Medical Procedures Policy #509 - Health Support Services, the Board shall indemnify and save harmless said teacher from any and all liability.

L – Article 20: Duty to Accommodate

L20.01

The Board and the Bargaining Unit acknowledge their mutual responsibility to cooperate in the provision of workplace accommodations in accordance with prevailing legislation.

L20.02

Where a teacher is identified, based on medical documentation acceptable to the Board, as requiring an accommodation the Board shall consult with the Bargaining Unit in determining an appropriate accommodation for the teacher. The Board will provide the required medical forms to be completed.

L20.03

The Board and the Federation recognize that Teachers who require accommodation have obligations to cooperate in the process, including the clear communication of any medically documented limitations requiring accommodation and the providing of medical information required by the Board.

L20.04

All formal accommodations of more than twenty teaching days shall be outlined in writing regardless of whether the accommodation is temporary or permanent. The written documentation of the accommodation shall be provided to the teacher and principal and, with the permission of the teacher, shall be provided to the Federation.

L20.05 (2020L)

The member has the right to union representation at any meeting involving return to work and/or accommodations and the Board shall notify the member of this right.

L – Letter of Agreement RE: Extra Curricular Activities

The Parties agree that they will encourage Teachers to perform extra curricular activities as they have in the past.

L – Letter of Agreement RE: School Closure

The parties agree to establish a joint Board/Bargaining Unit sub-committee comprised of a maximum of three members from each party to determine an orderly process to be followed to reassign members of the bargaining unit in the event of a school closure. The first meeting of this committee will be held no later than three months following the ratification of the collective agreement.

L – Letter of Agreement RE: Pandemic

In the event of a pandemic, declared by the Ministry of Health, which impacts upon the Upper Grand District School Board, the parties agree to meet to discuss the potential impact on the operations of the Board/Schools.

L – Letter of Agreement RE: E-Learning

1. Secondary school credits may be delivered by means of an “electronic classroom.”
2. Credit courses offered by e-learning shall be conducted according to the requirements of the Education Act.
3. Unless otherwise agreed to by the Board, the Teachers’ Bargaining Unit and the individual Teacher assigned to the class, all electronically delivered courses shall be scheduled during the regular instructional day.
4. A Teacher teaching electronically delivered curriculum shall be assigned a functional work location at their regular day school site.
5. A teacher assigned to teach electronically delivered credit courses shall be subject to the same class size cap as teachers teaching the same course delivered in-school as per Article 17 of the collective agreement.
6. Upon written request, the Board agrees to provide the Bargaining Unit with all information pertaining to enrolment, staffing, funding and costs of the credit courses offered by electronically delivered curriculum.

L – Letter of Agreement RE: Professional Development

This Letter of Agreement outlines the schedule for professional development activities with an instructional day.

When students are dismissed from school earlier than their normal dismissal time for the purpose of creating professional activity opportunities for Teachers, these activities shall be scheduled to take place within the normal instructional day and shall conclude at the end of the normal instructional day.

L – Letter of Understanding RE: Professional Resources

A one-time payment of \$18000 will be made to the Federation for professional resources within 30 school days after ratification.

L – Letter of Understanding RE: Federation Leave

The Board agrees to the Bargaining Unit's request to harmonize the formula (requested 67 percent) for Federation release time for the President, Chief Negotiator, and one Executive Officer, provided the difference between the current release time formula and the new formula does not represent an increased cost to the Board of more than \$11 500 per year. In future years this amount may exceed \$11 500 due to pay raises in the Central Agreement. This does not apply to the 2014-2015 school year.

The Board and the Union will meet within 15 school days of ratification by both parties to develop the appropriate Collective Agreement changes.

L – Letter of Understanding RE: Revised Structure of the Collective Agreement

The Board will agree to a small group committee to re-order the Collective Agreement after the signing of a Memorandum of Settlement and ratification by both parties.

- This will confirm that during the 2014-17 round of bargaining, the parties agreed to a comprehensive re-ordering and re-numbering of the Collective Agreement. Therefore, for future interpretation of the Collective Agreement, the placement, order or numbering of clauses within the 2014-17 Collective Agreement and subsequent agreements is not to be construed as affecting the interpretation or meaning of said collective agreement(s).
- Any items such as a Letter of Agreement, Appendix, etc. that are not currently assigned an Article or Clause number will remain as such unless specifically bargained otherwise or agreed by mutual consent to be placed within an Article during the work group discussions.
- The general order of the Collective Agreement will be as listed in #6
- The work group will be two members per party plus administrative support as required.
- The work will be completed no later 60 school days of the ratification of the Collective Agreement by both parties. **Note the normal 40 days is waived this time only due to extensive work required.**
- The actual clauses to be inserted into each article shall be determined by the work group once the ratified Collective Agreement is known.

	Title Page
	PART A
	CENTRAL AGREEMENT (including Term of Agreement)
	PART B
	LOCAL AGREEMENT – Title Page
	Index
1	Purpose
2	Term of Agreement
3	Recognition/Representation
4	Management Rights
5	Demotion/Discipline
6	Prevention of Harassment
7	Salary/Compensation/Payment
8.	Benefits
9	Communications
10	Absences
11	Leaves
12	Staffing
13	Labour Management
14	Working Conditions
15	Grievance Procedure
16	Personnel File/Documentation
17	Teacher Performance Appraisal
18	Health and Safety
19	Medical Procedures
20	Duty to Accommodate
21	Letter of Understanding etc. as required
22	Signature page (could also appear at front of PART B)
23	Appendix

L – Letter of Agreement RE: School Within a Factory: Linamar (Guelph) and Musashi (North)

On a Without Prejudice or Precedent basis the OSSTF TBU agrees that The Upper Grand District School Board may implement an unbalanced timetable and/or a timetable/schedule partially outside the normal instructional day at SWAF in an effort to create and retain employment for TBU members.

The timetable and workload will be equal to that of a regular classroom teacher spread out over the period of one (1) week. (ie. 15 periods of classroom instruction and 5 periods of preparation time in 5 days for a 1.0 FTE teacher.

It is understood that the daily assigned time may exceed the maximum of 240 minutes on some days as outlined in Article 14 (but will not exceed 300 minutes), but will be proportionally less on other days, and equal to a regular classroom teacher as above. It is understood that the daily assigned time may be partially outside the normal instructional day. All other provisions of the Collective Agreement will apply in the same manner as that of a regular classroom teacher.

A teacher will only be assigned a timetable at SWAF by mutual agreement of the principal, teacher and TBU.

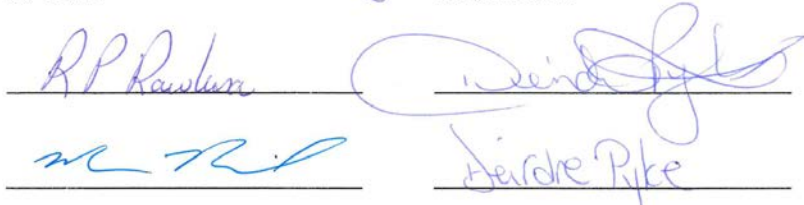
A teacher who has a timetable at SWAF will not be negatively disadvantaged in any staffing process as outlined in Article 12 due to the timetable/schedule.

It is understood that this Memorandum of Agreement will expire August 31, 2017.

Dated this 27th day of February, 2017.

For OSSTF:

For the UGDSB:

The image shows two sets of handwritten signatures on horizontal lines. On the left, under 'For OSSTF:', there are two signatures: the top one appears to be 'R.P. Rawlin' and the bottom one is a stylized signature. On the right, under 'For the UGDSB:', there are two signatures: the top one is a large, flowing signature, and the bottom one is 'Gerde Pyke'.

L – Letter of Agreement RE: Staff Meetings (2020L)

The parties agree to establish staff meetings as a standing item on the Labour Management agenda with the purpose of:

1. Collecting data
2. Researching and discussing relevant best practices

This data will be used to collaboratively discuss opportunities that may form the creation of guidelines to enhance the effectiveness/duration of staff meetings. This will first appear as a standing item on the labour management agenda in January 2021

Signatures

Dated at Guelph, Ontario on this ____ day of _____, 2021.

On behalf of the Board:

On behalf of the Union:

L – Appendix A

HUMAN RESOURCES PROCEDURES MANUAL

ABSENCES AND LEAVES

411-A

A. GENERAL

1. Prior consent for an absence shall be secured whenever possible.
2. Under special circumstances, an absence/leave, as outlined in this policy, may be extended by the Director of Education.
3. When an employee requests a leave of absence or becomes absent for a reason not specified in this Policy, the Director of Education shall decide whether to grant or refuse the request, the payment of salary and other benefits.
4. An employee may appeal to the Board, through the Director of Education, for a review of a ruling based on the application of this Policy.

B. ABSENCES WITHOUT LOSS OF SALARY AND BENEFITS

1. Bereavement

In cases of personal bereavement, leave will be granted as follows:

- a) Immediate family (spouse or child) - up to 5 days.
- b) Parent or sibling of employee or spouse - up to 3 days.
- c) Other - upon recommendation of Principal/Supervisor and subject to the approval of the Director of Education.

2. Illness in Immediate Family

- a) In case of illness of a spouse or child which requires the employee's urgent personal attention, a leave will be granted up to 2 days per year.
- b) This leave may be extended under exceptional circumstances on recommendation of the Principal/Supervisor and subject to the approval of the Director of Education.

3. Attending Funerals

Principals/Supervisors, after consultation with the appropriate superintendent, may allow a reasonable representation of employees to attend funerals.

4. Legal Commitments

In cases of legal commitments, leave will be granted as follows:

- a) Jury Duty - no time limit; jury fee, exclusive of any travel allowance, remitted to the Board.
- b) Witness - no time limit; witness fee, exclusive of any travel allowance, remitted to the Board.
- c) Plaintiff or defendant - at the discretion of the Director of Education.
- d) Quarantine or other order of health authorities - according to the provisions of the Education Act and other relevant legislation.

5. Post-Secondary Graduation Exercises

Employees may be granted a leave to a maximum of one day per year for each of the following:

- i) to attend their own graduation ceremony,
- ii) to attend the graduation ceremony of their spouse,
- iii) to attend the graduation ceremony of each child;

providing that the ceremony occurs during normal working hours.

6. Examinations

Employees may be granted leave to write an examination scheduled during normal working hours as follows:

- a) Examination centre is within 30 km. of work place - ½ day per examination.
- b) Examination centre is beyond 30 km. of work place - one day per examination.
- c) The maximum allowed to write an examination(s) is 2 days per year.

7. External Educational Committees

Allowances for absence for employees serving as members of external educational committees will be set in consultation with the appropriate Superintendent.

8. Personal

Leaves up to 1 day per year may be granted to an employee for personal reasons, if deemed reasonable by the appropriate Superintendent.

9. Absences Due to Inclement Weather

- a) Notwithstanding the cancellation or delay of buses, employees shall make every reasonable effort to arrive at their work site on time.
- b) After attempting to travel to their own school, and failing to do so, teachers should provide assistance at the schools in their residential communities.
- c) School time missed during the working day, due to inclement weather, will be defined as an absence.

- d) Occasional teachers are not to be used when teachers are absent due to inclement weather.
- e) If an employee is absent due to inclement weather, the employee must complete The Request Under Absence and Leave Policy 4140-1, have it reviewed by the Principal/Supervisor and submitted to the appropriate Superintendent who will determine whether a leave will be granted.

C. ABSENCES WITH LOSS OF SALARY AND BENEFITS

- 1. a) In certain situations, upon prior application, and receipt of approval, a leave may be granted to an employee but with loss of salary, cumulative sick leave and retirement allowances.
- b) It shall not be assumed that a willingness to forgo salary, ensures the acceptance of the employee's application for leave.

Retained Language for Historical Reference

R – Appendix R1 – Retirement Gratuities

See also [L7.06](#)

Appendix B

ARTICLE 12 - RETIREMENT GRATUITY Wellington Teachers

12.01 **Calculation**

(1) **Teachers on Staff in 1970-71**

If, upon retirement to pension, there shall be A.S.L.* standing to the credit of the teacher, but only if retirement is for reason of age or health, the teacher will be entitled to be paid an amount equal to one-half (½) of the A.S.L.* based on the salary of the said teacher at the time of retirement, subject to the following qualifications as to the maximum amount to be paid to any one (1) person.

* A.S.L. means accumulated sick leave in Wellington County.

<u>Years of Experience in Wellington County</u>	<u>Percentage of Salary</u>
21	32
22	34
23	36
24	38
25	40
26	42
27	44
28	46
29	48
30 or more	50

(2) **Teachers Joining the Staff of Wellington County on or After September 1, 1971**

The maximum amount of sick leave credits upon which retirement gratuity will be calculated is eighty (80) days (i.e. a maximum of forty (40) days). The amount of retirement gratuity awarded is subject to a maximum as calculated below:

Less than fourteen (14) years of experience in Wellington County

$$\frac{(\text{Annual Salary})}{\# \text{ of days in school yr}} \times \frac{(\# \text{ of years of experience})}{14} \times \frac{\text{ASL}^*}{2}$$

Fourteen (14) or more years of experience in Wellington County

$$\frac{\text{Annual Salary}}{\# \text{ of days in school year}} \times \frac{\text{ASL}^*}{2}$$

*to a maximum of eighty (80) days

12:02 **Benefits to Estate**

In the event of the death of an employee, a deceased employee benefit allowance, in accordance with the above schedule, shall be paid to the teacher's legal representative or to the beneficiary named in the beneficiary form filed pursuant to the group insurance policy.

12:03 Payment

Payment of retirement gratuity may be deferred until the calendar year after retirement, if the employee so desires. For payment of the retirement gratuity in the year of retirement, the Board must receive a written request for such payment, six (6) months prior to retirement.

Dufferin County Teachers:

ARTICLE XXII RETIREMENT GRATUITY

- 22.01** Under the authority of the Education Act a Retirement Gratuity has been established for teachers and subject to the final authority of the Board, the administration of the Retirement Gratuity shall be vested in the Director of Education.
- 22.02** In determination of the applicable gratuity payable, the retiring teacher will be eligible at normal or earlier retirement date to be in receipt of a gratuity for a period equal to the unexpended portion of his accrued Sick Leave Account up to a maximum of 200 days, the total number of years teaching and the years employed in Dufferin County. In no case will the gratuity exceed 50% of the annual earnings at the time of retirement.
- 22.03** A retiring teacher is one who qualifies as such by definition of the Teachers' Pension Act and who is in receipt of a pension from the Ontario Teachers' Pension Plan Board following retirement from employment with the Board.
- 22.04** The onus will be on the retiring teacher to provide the Board with proof that he/she is in receipt of a pension from the Ontario Teachers' Pension Plan Board before the gratuity will be paid.
- 22.05** If a teacher of the Board dies in service, the balance remaining in his/her sick leave account, according to the retirement gratuity formula, shall be paid to the teacher's estate or to his/her beneficiary, if such has been designated in writing to the Board.
- 22.06** No application for retirement on account of ill health will be considered until the Board has obtained a certificate from a legally qualified medical practitioner, acceptable to the Board, certifying to the state of health of the applicant.
- 22.07** a) The Retirement Gratuity in this plan shall be paid to the teacher or deposited in a bank or trust company of the teacher's choice within ninety (90) days of retirement from the teaching profession and proof of eligibility or receipt of a pension has been provided;
or
b) At the discretion of the teacher, the retirement gratuity in this plan is to be paid to or deposited on behalf of the teacher within a period of time not exceeding two (2) years from date of retirement.
- 22.08** In the case of dispute with respect to any matter arising out of the administration of the Retirement Gratuity Plan, the decision of the Board shall be final.

22.09 A member planning to retire will be required to make application to the Board together with a letter of resignation or retirement, not later than February 28th of the year in which the member plans to retire in order that the Board may allow for the gratuity in its budget for that year, and for staff planning purposes. Notwithstanding this time line, the Board will grant a gratuity a member who, because of special circumstances makes application later than February 28th. It is further understood that a teacher making application after February 28th may have the payment of the gratuity delayed for up to one year.

22.10 Method of Calculation of Retirement Gratuity:

The maximum gratuity paid to any teacher shall not exceed the amount of one-half (½) year's earnings at the rate received by him/her immediately prior to termination of employment and to qualify for the maximum, the teacher must have;

- 1) 25 years total teaching experience
- 2) 10 years of teaching in Dufferin County
- 3) A minimum of 200 days in the teacher's sick leave account.

Any teacher who has less than the minimum in any or all of the three provisions will have the teacher's retirement gratuity reduced proportionately as shown in the tables and formulae below:

1. Total Teaching Experience

<u>Column A</u> <u>Total Teaching Experience</u>	<u>Column B</u> <u>% of Annual Earnings</u>
5 years	10%
6 years	12%
7 years	14%
8 years	16%
9 years	18%
10 years	20%
11 years	22%
12 years	24%
13 years	26%
14 years	28%
15 years	30%
to 25 years	50%

2. Employment by The Dufferin County Board of Education

<u>Column C</u> <u>No. of Years in Dufferin County</u>	<u>Column D</u> <u>% of Column B to Be Paid</u>
1 year	10%
2 years	20%
3 years	30%

and for each additional year, a further 10% up to a maximum of 100%.

3. Sick Leave Account Formula

$$\text{Col.B} \times \text{Col.D} \times \frac{\text{Sick Leave Account(Max200)}}{200} \times \text{Rate of Annual Earnings}^*$$

*Annual Earnings immediately prior to retirement.

EXAMPLES

1) <u>Salary</u>	<u>Teaching</u> <u>Experience</u>	<u>Dufferin</u> <u>Experience</u>	<u>Sick Leave</u> <u>Account</u>
\$20,000	25 years	10 years	200 days

$$50\% \times 100\% \times \frac{200}{200} \times \$20,000 = \$10,000$$

2) <u>Salary</u>	<u>Teaching</u> <u>Experience</u>	<u>Dufferin</u> <u>Experience</u>	<u>Sick Leave</u> <u>Account</u>
\$20,000	23 years	8 years	150 days

$$46\% \times 80\% \times \frac{150}{200} \times \$20,000 = \$5,520$$

3) <u>Salary</u>	<u>Teaching</u> <u>Experience</u>	<u>Dufferin</u> <u>Experience</u>	<u>Sick Leave</u> <u>Account</u>
\$20,000 ÷ 2 (half-time)	15 years	10 years	200 days

$$30\% \times 100\% \times \frac{200}{200} \times \$10,000 = \$3,000$$

7.06.03 (2008-12 CA 15.03.1)

A teacher who qualifies for a retirement gratuity under the terms of this Collective Agreement and who retires while on a Board approved full-time leave of absence for a period of not more than two (2) school years shall be eligible for the gratuity based on the salary immediately prior to the commencement of the leave. For the purposes of this article, annual salary shall be defined as the teacher's actual earnings during that year.

7.06.04 (2008-12 CA 15.03.2)

A teacher who qualifies for a retirement gratuity under the terms of this Collective Agreement and who retires while on a Board approved part-time leave of absence of less than two years shall be eligible for the gratuity based on the salary the teacher was receiving immediately prior to the commencement of the leave.

7.06.05 (2008-12 CA 15.03.3)

A teacher who qualifies for a retirement gratuity under the terms of this Collective Agreement and who retires while on a Board approved part-time leave of absence of more than two years shall be eligible for the gratuity based on the salary the teacher was receiving immediately prior to the date of retirement.

MEMORANDUM OF UNDERSTANDING
Between
UPPER GRAND DISTRICT SCHOOL BOARD
And
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 18 TEACHERS' BARGAINING UNIT

November 17, 2012

Final Version

A. Term

The term of the collective agreement within the scope of this Memorandum of Understanding (MOU) is two (2) years (September 1, 2012 to August 31, 2014).

B. Salary Increases

1. 0% in 2012-13
2. 0% in 2013-14

C. Retirement Gratuities (Where Applicable)

1. Effective August 31, 2012, employees currently eligible for a retirement gratuity shall have accumulated sick days vested, up to the maximum eligible under the retirement gratuity plan.
2. Upon retirement to pension, an employee eligible for a retirement gratuity shall receive a gratuity payout based on the employee's current accumulated vested sick days, in accordance with #1 above, and years of service and salary as of August 31, 2012.
3. Effective September 1, 2012, all accumulated non-vested sick days shall be eliminated.
4. Employees shall receive a statement by within three (3) months from the date of approval of this Memorandum of Understanding by the Minister of Education, indicating their future entitlement to a gratuity payment in accordance with numbers 1 to 3 above. Such statement shall also identify the number of vested sick days.
5. Such retirement gratuity shall be paid in accordance with the terms and conditions of the 2008-12 collective agreement.

D. Sick Leave/Short Term Leave and Disability Plan/Long Term Disability Plan

The provisions relating to the Sick Leave/Short Term Leave and Disability Plan, outlined below, meet the requirements of the Employment Insurance (EI) Regulations for a premium reduction under S.69 of the EI Act. If there is any question as to whether the Plan meets these requirements, the parties will cooperate so as to ensure compliance with these requirements.

i) Sick Leave Days

1. Each school year, a teacher shall be paid 100 % of regular salary for up to ten (10) days of absence due to illness. Illness shall be defined as per the 2008-12 local collective agreement. Part-time teachers shall be paid 100% of their regular salary (as per their full-time equivalent status) for up to ten (10) days of absence due to illness. Such days shall be granted on September 1 each year provided the employee is actively at work and shall not accumulate from year-to-year. During the transition year, Regulation 313/12 shall apply.

An employee who was actively at work or on an approved paid leave of absence at the end of the school year and scheduled to return to work on September 1 and is unable to return due to a medical condition that is documented to the satisfaction of the Board and meets the requirements under the WEIP and Attendance Support Programs, shall qualify for their entitlement to the ten (10) days at 100%.

2. Any leave of absence, in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness, shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

ii) Short Term Sick Leave

Each school year, a teacher absent beyond the ten (10) sick leave days paid at 100% of salary, as noted in clause 1 above, shall be entitled up to an additional one hundred and twenty (120) days short term sick leave to be paid at a rate of 66.67% of their regular salary and be eligible for 90% of regular salary in accordance with the Short-Term Leave and Disability Plan (STLDP) provisions detailed below. Where evidence or medical documentation exists the employee will be upgraded to 90% of regular salary and such upgrade will not be unduly withheld.

Where an employee has been denied compensation at 90%, such employee shall have the right to file an appeal with Board's WEIP and Attendance Support Program Processes which includes the current third party adjudication process. The purpose of the appeal is to facilitate consideration of new information, provide an objective review of the information that has been submitted and the original claim recommendation, and finally to allow for an escalated "final review" of the decision that has been made. Upon the completion of the appeal process, the employee and the Board will be notified in writing of the decision.

Short-Term Sick Leave days under the Short-Term Leave and Disability (STLDP) shall be treated as traditional sick leave days for the purposes of determining entitlements to paid benefits and for the purpose of serving the waiting period for Long Term Disability (LTD) Insurance.

The Board's Disability Management Teams shall determine eligibility for the Short-Term Leave and Disability Plan (STLDP) subject to the terms and conditions of the Board's Workplace Early Intervention Program (WEIP and Attendance Support Programs, which includes the current third party adjudication process.

The following clause is subject to either Teacher Pension Plan amendment or legislation:

Within the purview of the Teachers' Pension Act (TPA), the Minister of Education will seek an agreement from the Ontario Teachers' Federation to amend the Ontario Teachers' Pension Plan to allow for adjusting pension contributions to reflect the Short-Term Sickness Leave/Short Term Leave and Disability Proposal (STLDP) with the following principles:

- i. Contributions will be made by the employee/plan member on the unpaid portion of each sick leave day under the STLDP not paid at 100%, unless directed otherwise in writing by the employee/plan member;
- ii. The government/employer will be obligated to match these contributions;
- iii. If the plan member/employee exceeds the maximum allowable sick-days and does not qualify for Long Term Disability (LTD)/Long Term Income Protection (LTI), pension contributions will cease and the employee is not eligible to earn pensionable service until the LTD/LTIP claim is re-assessed and approved or if the employee returns to work.
 - a. If the LTD/LTIP claim is re-assessed and approved, then the member will be entitled to earn service by making contributions subject to existing plan provisions for a period of time that does not exceed the difference between the last day of work and the day when LTIP benefits begin and the government/employer will be obligated to match these contributions.
 - b. If not approved for LTD/LTIP, such absence shall be subject to existing plan provisions.
- iv. The exact plan amendments required to implement this change will be developed in collaboration with Ontario Teachers' Pension Plan (OTPP) and the co-sponsors of the OTPP (Ontario Teachers Federation (OTF) and the Minister of Education.
- v. The plan amendments will have to respect any legislation that applies to registered pension plans such as the Pension Benefits Act and the Income Tax Act.
- vi. The Board shall notify teachers, copied to the Bargaining Unit, when they have exhausted their maximum days of sick leave at 100% salary in any school year. Failure to notify a teacher or the Bargaining Unit will not be subject to the grievance procedure if such failure is due to circumstances beyond the control of the Board.

iii) Short-Term Leave and Disability Plan Top-up (STLDPT)

- 1. For employee absences that extend beyond the ten (10) sick leave days paid at 100% of salary referenced above, the employee shall be eligible for a STLDPT for up to 100% of regular salary, subject to their top up availability and subject to the Board's WEIP and Attendance Support Programs.
- 2. Subject to the Board's WEIP and Attendance Support Programs, an absence is eligible for the STLDPT, subject to the following:
 - a. All or any part of an absence occurs beyond the ten (10) sick leave days paid at 100% of salary.
 - b. Provision of objective medical documentation, satisfactory to the Board, which, when required, includes limitations and restrictions.

3. The Board, the Union and the Employee shall cooperate with the Board's WEIP and attendance support programs.
4. The Board shall be responsible for any costs related to third party assessments required by the Board to comply with the Attendance Support Program.
5. The Parties agree to continue to cooperate in the implementation and administration of early intervention and return to work processes as a component of the Short and Long Term Disability Plans.

Top up for the Short-term Leave and Disability Plan

Provided that this is funded by the Provincial government, employees will have access to a sick leave top up for the purpose of topping up salary to one hundred percent (100%) under the Short-Term Leave and Disability Plan (STLDP).

This top up is calculated as follows:

10 days less the number of sick days used in the prior year.

In 2012-13, the transition year, each employee shall begin the year with 2 days in the sick leave bank.

The parties agree that leave days as outlined in the 2008-12 Collective Agreement shall not be used for sick leave purposes. Further when an employee is attending to the illness of a family member those days are charged to the five (5) days referenced in section i) 2. of this Memorandum of Understanding.

In addition to the sick leave bank, compassionate leave top-up may be considered at the discretion of the board. The compassionate leave top-up will not exceed two days, and is dependent on having two unused leave days remaining in the current year. These days can be used to top-up salary under the STLDP.

iv) Long-Term Disability (LTD) Plans

1. The Federation shall be the policyholder of the Long Term Disability Plan. The Board shall provide all data, related to the long term disability plan, as requested by the Federation's carrier.
2. All employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the respective plan.
3. The Federation will work with the Board and/or the School Boards' Association(s) to consider including non-bargaining unit staff in a separate plan(s) where the viability of a current LTD plan remains in question after OSSTF members are withdrawn from the existing plan.
4. The Board shall enroll all members, identified in 2 above, in the Long Term Disability Plan in the manner prescribed by the Federation.
5. The Board shall complete the Plan Administrator Statement as required by the plan provisions. The plan provider shall provide OSSTF members with LTD Claim kits.
6. The employee shall be responsible for one hundred percent (100%) of the LTD premiums. The Board shall be responsible for the deduction and remittance of LTD premium contributions within thirty (30) days in the manner prescribed by the Federation. The Board shall be

responsible for collecting premiums from members who are on a leave of absence from the board.

7. The Federation shall assume all other administrative functions of the Long Term Disability plan.
8. The Federation shall determine the design of the Long Term Disability plan, the terms and conditions of the plan and the selection of carrier(s).
9. The Board shall participate in early intervention programs initiated on behalf of disabled members who shall participate in such programs.
10. The Board shall participate in return to work programs initiated on behalf of disabled members.
11. The Board shall provide a list of members on claim as of September 1, 2012 and on December 31, 2012.
12. The Board shall provide to the Federation and its agent(s) detailed disclosure regarding existing long term disability benefit plans for the members. The appended letter "Permission to Release Experience Information", forms a part of this agreement, and outlines the obligations of the Board and/or its agents to disclose the specified information.

E. Workplace Safety and Insurance Board (WSIB)

WSIB benefits shall be maintained in accordance with the current practices of the parties. For clarity, where the current WSIB top up is deducted from sick leave the Board shall maintain the same level of top-up without deduction from sick leave.

The Parties acknowledge that this arrangement may result in significant cost implications to the Board. The Parties further agree to discuss this provision prior to the termination of this Memorandum of Understanding and/or as part of negotiations for the next collective agreement.

F. Maternity Leave

A Teacher shall receive 100% of salary through a SEB plan for not less than a six (6) week period following the birth of her child, subject to provisions in the 2008-2012 local collective agreement but without deduction from sick leave. Teachers not eligible for a SEB plan will receive one hundred percent 100% of salary for a period of not less than six (6) weeks. Teachers who require a longer than six week recuperation period shall have access to the STLDP through the normal adjudication process in accordance with current practice. For clarity, the aforementioned provides a minimum, but where superior entitlements exist in the 2008-2012 Collective Agreement, those superior provisions shall apply.

The preceding provisions are subject to revision pending Ministry of Education clarification in writing regarding pyramiding of entitlements in this provision between this Memorandum of Understanding and the 2008-12 Collective Agreement.

The Parties agree to discuss this provision prior to the termination of this Memorandum of Understanding and/or as part of negotiations for the next Collective Agreement.

H. Benefits (Health, Dental and Extended)

Benefits for Current Employees

- a) All group benefit plan coverage levels, provisions and practices in place in 2011-2012 shall remain

status quo for the 2012-2014 collective agreement. For clarity, status quo includes scheduled adjustments based on the contract definition(s) and these will occur as scheduled (eg. If in September 2011 the ODA rate was set at 2010 rates, in September 2012 the ODA rate would be set at 2011 rates).

I. Provincial Benefits Plan

In the event that OSSTF and the government agree on a Provincial Benefits Plan, the Board will support this agreement provided there are no additional costs to the Board or substantial increases to the administration requirements.

J. Salary Grids

1. All employees shall move through and across the salary grid in accordance with their individual experience and qualifications, in accordance with the collective agreement.
2. The increments shall come into effect on the 97th school day of the 2012-13 school year and on the 97th school day of the 2013-14 school year.
3. The Union acknowledges that the 97th day increment in each year of the agreement was originally based on achieving savings through the requirement of three (3) mandatory unpaid days. The parties have agreed to reduce the three (3) mandatory unpaid days to one (1) mandatory unpaid day and implement offsetting measures as described in Section P below.

K. Voluntary Unpaid Leave of Absence Program

- a) For voluntary unpaid leave days, which are scheduled in advance for the second year, the salary deduction will be equalized over the pay periods of the 2013-14 school year, provided the requests are made in writing by May 1, 2013.
- b) In order to provide potential financial savings to the Board, a Voluntary Unpaid Leave of Absence Program (VLAP) shall be established effective the date of approval of this Memorandum of Understanding by the Minister of Education.
- c) Employees may apply for up to five (5) unpaid leave of absence days for personal reasons in each year of the Collective Agreement.
- d) Requests for unpaid days shall not be denied provided that there is expected to be enough available Occasional Teachers to cover for absent employees, and subject to reasonable system and school requirements.
- e) In order to promote student achievement, it is understood that employees taking a voluntary unpaid leave day shall be required to prepare lessons for each of their classes and other regular teaching duties including but not limited to preparation of report cards and exams, etc.
- f) Requests for voluntary unpaid leave of absence days will not normally include the two (2) week period following the start of each semester, the two (2) weeks prior to the start of exams and during the exam period. The approval of the voluntary unpaid leave of absence days is at the exclusive discretion of the Board.
- g) Voluntary unpaid leaves shall be reported as approved leaves of absence for the purposes of

Ontario Teachers' Pension Plan.

- h) The Board will report unpaid VLAP days to the Bargaining Unit based on the names of applicants and the total approvals.

L. Dispute Resolution/Enforcement Mechanism

As per existing practice, disputes shall continue to be resolved, through joint problem-solving and informal dialogue, and then defer to the grievance-arbitration process as outlined in the 2008-2012 collective agreement.

M. Ratification

Upon ratification, this Memorandum of Agreement shall form part of the collective agreement between the Parties.

Subject to mutual agreement, any time during the term of this agreement, amendments may be made as outlined in the Ontario Labour Relations Act.

The parties agree that post ratification of this Memorandum of Understanding, and prior to December 31, 2012, they will meet to discuss local issues on mutually agreed date(s). Changes will be made by mutual agreement and any changes proposed by either party and not agreed to by December 31, 2012 will be null and void. There will be no strikes, lockouts or applications for conciliation during the period of local bargaining.

Any local bargaining will not amend sections of the Collective Agreement amended by this Memorandum of Understanding.

Any provisions of the 2008-12 Collective Agreement, not specifically amended by the provisions of this Memorandum of Understanding, shall remain in full force and effect.

N. Provincial Committees

The Parties acknowledge the fact that the Government of Ontario intends to begin consultations in the Fall of 2012 with the teachers' federations, support staff unions, school board trustee associations and school boards to develop the appropriate legislative and regulatory framework for provincial bargaining that would, if approved by the legislature, take effect by January 1, 2014.

The Parties further acknowledge that the Government of Ontario intends to meet to review school board employee salary grids with stakeholders during the term of this agreement, including but not limited to, how employees move on the experience and qualification salary grid (where applicable) and the variation currently in the monetary value of each grid step, with a view to future sustainability.

O. Job Security

For the remaining term of this Memorandum of Understanding, the Board will implement any permanent teacher reductions in the 2013/14 school year, other than those reductions due to declining enrolment or reduction in government initiatives, through attrition, in order to minimize the need to lay-off existing employees in that year. Any layoffs as a result of declining enrolment will occur at a rate not greater than the rate of student loss.

The Board agrees to consult with the Federation on the implementation of any staffing reductions.

P. Offsetting Measures

All members of the bargaining unit will be required to take one (1) mandatory unpaid day in the second year of the agreement on a PD day to be determined by the Board in consultation with the Union.

In addition, all of the following cost savings measures will be considered to fund the grid movement and reduction of mandatory unpaid PD days from three (3) to one (1) as outlined in Part J above:

1. Adjust average class size to maximize the staffing benefit of 22:1. Staff reductions resulting from this offsetting measure cannot result in layoffs.
Where necessary, in consultation with the bargaining unit, the Board may adjust class size limits to accommodate reductions in FTE.
2. Reduction of teacher costs associated with discretionary non-classroom administration release periods.
3. Voluntary unpaid leave days on PD or instructional days (target of minimum of 4 per teacher over 2 years for costing).

The offsetting measures noted above shall only apply for the 2012/2013 and 2013/2014 school years, unless they are extended in future negotiations or through mutual consent.

Use of the offsetting measures will not be unduly withheld to add additional unpaid days.

Q. Reconciliation

A reconciliation committee will be created with equal representation from the Board and the Union. The committee will meet in March, May, September and November 2013 and January, March and May 2014 to track targeted savings and expenditures. In the event that by May 15, 2013, savings targets are not on target to meet the overall goal, the Board will determine measures including additional mandatory unpaid days required to create additional savings in the 2013/2014 school year to meet the target.




The parties agree that after realizing the savings required to pay for grid movement from the 97th day, such savings shall be transferred to the Union for distribution to Teachers currently on the grid for the purchase of technology or for professional learning in support of student achievement. This amount will be determined to a maximum of \$700 pro-rated per FTE for eligible contract teachers who are not at the top of the grid by day 98 in the 2013-14 school year. This maximum amount of \$700 is to be funded from the monies saved through the offsetting measures as listed in Section P.

The parties agree that it may be necessary for the reconciliation committee to reduce the target amount of \$700 in the second year of this agreement, as a measure to avoid additional mandatory unpaid days, when savings targets have not been met.


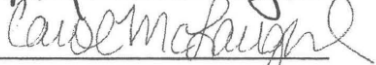
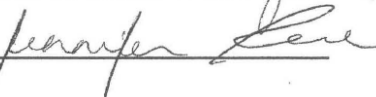
The Federation agrees to provide the Board with a detailed accounting of this distribution itemized by employee.

Dated this 17th day of November, 2012, Markham, Ontario

For the Union

For the Board

**Letter of Understanding
Between
Upper Grand District School Board
And
OSSTF TBU District 18**

December 17, 2012 7:10pm

a) General Housekeeping/Formatting

The Federation and the Board agree to identify dates, articles, etc. in the 2008-2012 Collective Agreement that can be marked by strikethrough that do not apply due to the MOU, Letter(s) of Understanding, or are housekeeping in nature. The parties understand that articles that may need to be amended as a result of legislated/regulated changes will take place by mutual agreement.

b) Me too clause

Should the Ministry of Education permit Boards to grant entitlements in MOUs that would be superior to the MOU agreed to between the Upper Grand District School Board (UGDSB) and OSSTF TBU, the Board agrees to review such entitlements to determine if any are applicable to the existing 2008-2012 Collective Agreement and agrees to adjust existing clauses accordingly so that the OSSTF TBU will not be financially disadvantaged by fully complying with the conditions associated with the Memorandum of Understanding signed on November 17, 2012.

If Bill 115 is repealed or amended, the TBU would have the opportunity to make amendments to the MOU.

c) In School Staffing

ADD to Existing Article 18.02.7

A meeting will take place in September between the Branch President and the Principal to establish, in writing, future meetings dates for the In-School Staffing Committee. Such meeting dates may be adjusted by mutual agreement.

Add to Existing Article 18.02.6

The Committee will review the method of staffing the school during the school year, including surplus and redundancy declarations, transfers, hiring to vacancies, APA schedules and section allocations to each department.

d) VLAP Days

Voluntary Unpaid Leave of Absence Program days are for personal use and are initiated by the Teacher.

e) Federation Leave

New Article 13.03.1

The Board shall grant up to a 1.0 FTE leave for an additional Executive Officer(s) if requested by the Bargaining Unit. The Board shall pay the entire cost of the Executive Officer(s) salary. The Bargaining Unit shall reimburse the Board for fifty percent (50%) of the replacement costs.

f) PAR Structure:

Amend existing Article 22.08

The Parties mutually agree that “the second three year term shall be amended to be effective September 1, 2010 and end June 30, 2014”.

g) Letter of Understanding – Teacher Exchange Opportunity Program

The parties agree to implement a System Exchange Program, to facilitate reciprocal exchanges between Teachers. The details/logistics of this program will be mutually agreed to at a meeting between the parties no later than February 2013 for the exchanges to be effective for the school year beginning September 2013.

8. Technology or Professional Learning in Support of Student Achievement Funds

The maximum amount of \$700 referenced in Section Q. Reconciliation of the MOU between the Board and the OSSTF TBU, is eligible for distribution to the Union in both the 2012-2013 and the 2013-2014 Collective Agreement years.

9. Additional Professional Assignment (APA) Accounting

The Board proposes that the parties discuss the issue of Additional Professional Assignments at a Labour-Management Committee meeting.

10. Board Required Training

The Board proposes that the parties discuss the issue of training at a Labour-Management Committee meeting.

Contract language amendments from the 2008-2012 Collective Agreement:

5.10 ~~The Board will provide a current salary statement for each teacher no later than November 30 of each year.~~

The Board will provide a current salary electronic statement which will be available on the staff web portal and the Board will provide email notification for each Teacher no later than November 30 of each year. Paper copies will be available upon request.

5.13 ~~The TBU will assume responsibility for the printing of the final collective agreement. Sufficient copies of the collective agreement will be printed to provide one for each member, including potential new hires, and one hundred (100) additional copies for Board/Administration use. All costs to print the collective agreement will be shared equally by OSSTF District 18 and the~~

~~Board.~~ The Board and Federation agree to post copies of the Collective Agreement to their respective websites or intranets.

16.01.1 Payment for 2012/2013 year \$3449
The Board agrees to implement an inflationary increase to the 2012/2013 and 2013/2014 amounts, based on plan data which will include data from the plan renewal to be provided by the Federation. The final inflationary increase will be determined by mutual agreement.

20.02.6 Change “acting” to “temporary”

21.13 – Step 4

Failing settlement at Step 2, the grievance officer shall, within seven (7) days after receiving the answer in Step 3, notify the other party, in writing of its desire to submit the grievance to arbitration. The Bargaining Unit shall notify the Director of Education. The Director of Education or designate shall notify the Bargaining Unit.

Add the following clause:

At any stage in the grievance procedure, the parties by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which the resolution is to be reached. The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicated that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they are frozen.

22.06 ~~The Principal in consultation with the In-School Staffing Committee will determine the utilization of the positions available to the school.~~
(covered in changes to 22.10 below)

22.10 ~~A school~~ The Principal in consultation with the in-school staffing committee will have the option of utilizing the available allowances in a way which differs from the above provided;

1. The total allocation of funds must be equal to the allocation under clause 22.09
2. The allocation to any one person does not exceed those outlined in 22.03
- ~~3. The In-School Staffing Committee has been consulted~~
4. The alternative structure is approved by the Superintendent of Human Resources or designate
5. The alternate structure will have a term consistent with article 22.03.

24.02 Change “acting” to “temporary”

For the Board

For the Union

For the Board

For the Union

For the Board

For the Union

For the Board

For the Union

Date _____

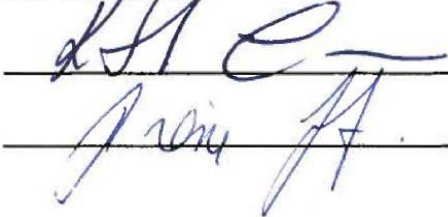
MEMORANDUM OF UNDERSTANDING
between
THE GOVERNMENT OF ONTARIO
(hereinafter called the "Government")
and
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(the "Union")

MEMORANDUM OF UNDERSTANDING

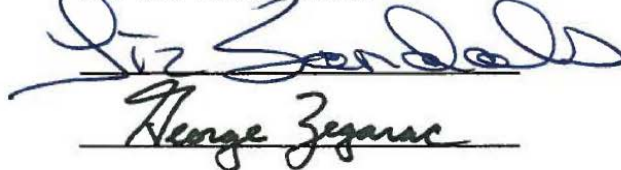
1. In the interest of promoting an improved environment for learning and teaching, the above mentioned parties have reached this Memorandum of Understanding (OSSTF/FEESO MOU) which includes all the of the attached provisions.
2. Following approval through an OSSTF/FEESO province-wide vote, and as set out in the provisions entitled Local Bargaining, it is the expectation of the above-mentioned Parties that the listed portions of this Memorandum of Understanding shall be expeditiously appended to, and form part of, the existing local collective agreements. Effective dates are as specified in the appended documents with the exception of all Sick Leave/Short Term Sick Leave and Disability Plan provisions which are to be retroactive to September 1, 2012.
3. Where disagreements arise locally with respect to the implementation of these agreed-to documents, those issues in dispute shall be referred to the Implementation Committee.
4. Nothing contained herein shall have the effect of reducing a right that would have otherwise existed as of April 1, 2013.

Dated this 9th day of April, 2013, Toronto, Ontario

For the Union



For the Government



Local

Local Bargaining

The Government will make best *efforts* to ensure that:

1. A period of local bargaining will commence immediately and must conclude by June 28, 2013;
2. The following agreed to items shall be appended to, and form part of, the existing local Collective Agreement without amendment:

Job Security for Support *Staff*

- Maternity Benefits
- Voluntary Unpaid Leave of Absence Program for All Bargaining Units
- Unpaid Days and Offsetting Measures for Teacher Bargaining Units
- Reconciliation for Teacher Bargaining Units
- Attendance Recognition
- Sick Leave/Short Term Sick Leave Disability Plan
- Long Term Disability
- Non-vested Retirement Gratuity for Employees
- Specialized Job Classes

Any issue arising during incorporation of central issues shall be forwarded the Implementation Committee for resolution.

3. Local issues for discussion cannot be inconsistent with the terms contained in the OSSTF/FEESO MOU or associated regulations and legislation;
4. Prior to the first local negotiations meeting the Parties shall disclose to each other local issues for consideration;
5. There shall be a minimum of three and no more than six full-days of local negotiations for each OSSTF/FEESO bargaining unit. Such time requirements may be altered with mutual consent;
6. Agreement on local issues shall be achieved through mutual consent;
7. At any point in the process, a request may be made by either Party for mediation assistance from the Ministry of Labour.

Job Security – OSSTF/FEESO Support Staff

1. The existing FTE complement as of March 5, 2013 in all OSSTF/FEESO support staff job classes will be maintained until August 31, 2014. For clarity, a job class is defined as per existing collective agreements or the past practice of the parties in implementing surplus provisions.

2. Staffing provisions contained *in* the 2008-12 collective agreements with regard to surplus and bumping will continue.

3. Notwithstanding the above, layoff of permanent employees, after the date of signing of this agreement, can occur, only in the following circumstances:

- a. A catastrophic or unforeseeable event or Circumstance;
- b. Declining enrolment; or
- c. Funding reductions directly related to services provided by bargaining unit members.

4. Where complement reductions are required pursuant to the 3 (b) or (c) above, they shall be achieved as follows:

- a. In the case of declining enrolment, staffing reductions shall occur at a rate not greater than the rate of student loss, and
- b. In the case of funding reductions, staffing reductions shall not exceed the amount of such funding reductions.

5. Reductions as may be required in 3 (b) and (c) above shall only be achieved through lay-off after consultation with OSSTF/FEESO on alternative measures, which may include:

- a. Priority for available temporary, casual and/or occasional assignments;
- b. The establishment of a permanent supply pool where feasible;
- c. The development of a voluntary workforce reduction program (contingent on full provincial government funding).

6. Every effort should be made to *minimize* necessary layoffs through attrition. Notwithstanding the above, a board may reduce their complement through attrition.

7. This letter of understanding expires on August 31, 2014

8. In the event that the current collective agreement contains job security provisions which are superior to the above, such existing provisions shall prevail.

Maternity Benefits

Effective May 1, 2013, an employee who was previously entitled to maternity benefits under the 2008-2012 collective agreement will continue to be entitled to these benefits. In addition, the benefits are also available to:

- a) Employees hired in a term position or filling a long-term assignment, with the length of the benefit limited by the term of the assignment
- b) Any other full-time employee (for this purpose defined as greater than 24 hours per week)

Employees on daily casual assignments are not entitled to maternity benefits.

Eligible employees on pregnancy leave shall receive a 100% salary through a Supplemental Employment Benefit: (SEB) plan for a total of not less than eight (8) weeks immediately following the birth of her child, subject to provisions in the 2008-2012 collective agreement, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP).

Employees not eligible for a SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (ie: summer, March Break, etc), the remainder of the eight (8) weeks of top up shall be payable after that period of time.

Employees who require a longer than eight (8) week recuperation period shall have access to sick leave and the STOLP through the normal adjudication process.

For clarity the aforementioned eight (8) weeks of 100% salary is the minimum for all eligible employees, but where superior entitlements exist in the 2008-2012 Collective Agreement, those superior provisions shall apply.

Notwithstanding the above, where a bargaining unit so elects, the SEB or salary replacement plan noted above will be altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits contained in the 2008-2012 collective agreement. For example, a 2008-2012

Collective Agreement that includes 17 weeks at 90% pay would result in 6 weeks at 100% pay and an additional 11 weeks at 90%.

Voluntary Unpaid Leave of Absence Program For all Bargaining Units

- a) In order to provide potential financial savings to the Board, a Voluntary Unpaid Leave of Absence Program (VLAP) shall be established for all OSSTF/FEESO bargaining units effective May 1, 2013
- b) Employees may apply for up to five (5) unpaid leave of absence days for personal reasons in each year of the Collective Agreement.
- c) Requests for unpaid days shall not be denied provided that, if necessary, there are expected to be enough available casual staff to cover for absent employees, and subject to reasonable system and school requirements.
- d) For voluntary unpaid leave days, which are scheduled in advance for the 2013-2014 school year, the salary deduction will be equalized over the pay periods of the 2013-14 school year provided the requests are made in writing by May 31, 2013.
- e) It is understood that teachers taking a voluntary unpaid leave day shall be required to provide appropriate work for each of their classes and other regular teaching and assessment responsibilities including but not limited to preparation of report cards and exams.
- f) Requests for voluntary unpaid leave of absence days will not normally include the first week following the start of each semester (other than an August PO day), the week prior to the start of exams, and the exam period.
- g) Voluntary unpaid leaves shall be reported as approved leaves of absence for the purposes of the Ontario Teachers' Pension Plan and OMERS.
- h) The Board will report unpaid VLAP days to each OSSTF/FEESO Bargaining Unit based on the names of applicants and the total approvals on a monthly basis.
- i) All net savings achieved by the Board as a result of VLAP days being utilized shall be applied to Offsetting Measures below.

Unpaid Days and Offsetting Measures for Teacher Bargaining Units

All permanent regular day school members of a teacher bargaining unit will be required to take one (1) mandatory unpaid day on Friday December 20, 2013.

The following cost savings measures will be implemented:

1. Voluntary Unpaid Leave of Absence Program
2. Efficiencies in the delivery of professional development for the Oct 11, 2013 PO day will be used to provide funding for offsetting measures equivalent to 16% of the cost of an unpaid day. Further, this PO day will be a day reserved for the delivery of Ministry priorities.

3. An Early Retirement Incentive Plan (ERIP) will be introduced in the event that the savings in #1 and #2 are not projected to provide sufficient cost recovery for one unpaid day across the Bargaining Unit.

If the necessary savings are achieved in #1 and #2 the Board may choose to implement the ERIP program at its discretion.

The ERIP shall be in the form of a \$5000 payment to any teacher who retires between the end of November 2013 and the last day of Semester 1.

The Board shall give notice of the implementation of the ERIP no later than November 30, 2013.

Any requirements for notification periods for retirement or specific retirement dates shall be waived in the 2013-2014 school year. A minimum two week retirement notice period shall be provided to boards in the open period from November 30, 2013 to the last day of Semester 1 in the 2013-2014 school year.

4. Any other cost savings measures agreed to by Bargaining Unit and the Board.

The offsetting measures noted above shall only apply for the 2012/2013 and 2013/2014 school years.

All permanent regular day school members of a teacher bargaining unit will be required to take a further unpaid day on Friday March 7, 2014 if the above measures do not achieve sufficient savings at least equal to the value of one day's pay across the Bargaining Unit.

In the event that cost-savings measures achieve savings in excess of those required to offset unpaid days, such savings shall be retained by the Board.

Any member of OSSTF/FEESO who is not a regular permanent day school teacher shall not be required to take unpaid days.

Reconciliation For Teacher Bargaining Units

A reconciliation committee will be created with equal representation from the Board and the Bargaining Unit.

The committee will meet monthly starting in June 2013 to track targeted savings and expenditures. The cost of the ERIP shall be deducted from savings. All relevant information required to monitor and administer the reconciliation shall be fully shared between the parties.

In the event that by November 30, 2013, savings are not on target to meet the financial goal equivalent to at least one (1) unpaid day, the ERIP program will be implemented. In the event of a dispute between the Board and Bargaining Unit about the financial necessity for an ERIP, the Board may choose not to offer the ERIP program. However, in the event that the financial savings for the cost recovery for the unpaid day are not subsequently achieved, the permanent teachers shall not be required to take an unpaid day on March 7, 2014.

Attendance Recognition

A Shared Savings Initiative (SSI) shall be established in every bargaining unit. The SSI shall operate as follows:

Individual member sick leave usage for the 2013-2014 school year shall be as per the definition for sick leave in the 2008-2012 collective agreement and shall be determined as of June 30, 2014.

If a permanent regular day school teacher bargaining unit member's usage is below six (6) full days of his/her days' absence then the member shall receive a payment equivalent to his/her daily rate. Annual compensation is not to exceed what would have been paid in the absence of unpaid days.

For OSSTF/FEESO members, other than permanent regular day school teachers, the payment shall be equal to a member's regular daily rate of pay and shall be contingent upon the member having taken a VLAP day during the term of this collective agreement.

The payment shall be made at the earliest opportunity following June 30, 2014.

Sick Leave/Short Term Sick Leave and Disability Plan

Sick Leave Days

1. An employee who was previously entitled to sick leave under the 2008-2012 collective agreement will be entitled to this sick leave plan. In addition the sick leave is also available to:

- a. Employees hired in a term position or filling a long-term assignment, with the length of the sick leave limited by the term of the assignment.
- b. Any other full-time employee (for this purpose defined as greater than 24 hours per week)

2. Each school year, an employee shall be paid 100 % of regular salary for up to eleven (11) days of absence due to illness. Illness shall be defined as per the 2008-12 local collective agreement. Part-time employees shall be paid 100% of their regular salary (as per their full-time equivalent status) for up to eleven (11) days of absence due to illness. Such days shall be granted on September 1 each year, or on the employee's first work day of the school year, provided the employee is actively at work and shall not accumulate from year-to-year.

3. Where an employee is absent due to sickness or injury on his or her first work day in a fiscal year, a sick leave credit may only be used in respect of that day in accordance with the following:

- a) If, on the last work day in the previous fiscal year, the employee used a sick leave credit due to the same sickness or injury that requires the employee to be absent on the first work day in the current fiscal year,
 - i. the employee may not use a sick leave credit provided for the current fiscal year in respect of the first work day, and
 - ii. the employee may use any unused sick leave credits provided for the immediately preceding fiscal year in respect of the first work day.
- b) If 3 a) does not apply, the employee may use a Sick leave credit provided for the current fiscal year in respect of the first work day if, for the purpose of providing proof of the sickness or injury, the employee submits,
 - i. the information specified for that purpose in the employee's employment contract or collective agreement, or
 - ii. if such information is not specified in the employment contract or collective agreement, the information specified for that purpose under a policy of the board, as it existed on August 31, 2012.
- c) If an employee is absent due to sickness or injury on his or her first work day in a fiscal year, section 3a) and b) also applies in respect of any work day immediately following the employee's first work day until the employee returns to work in accordance with the terms of employment.

d) For greater certainty, the references in section 3a), b) and c) to a sickness or injury include a sickness or injury of a person other than the employee if, pursuant to the definition of illness in section 2, the employee is entitled to use a sick leave credit in respect of a day on which the other person is sick or injured.

e) A partial sick leave credit or short term sick leave credit will be deducted for an absence due to illness for a partial day.

i. However, WSIB and LTD providers are first payors. In cases where the employee is returning to work from an absence funded through WSIB or LTD, the return to work protocols inherent in the WSIB/LTD shall take precedence.

4. Any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that currently have less than five (5) days shall remain at that number. Local collective agreements that have more than five (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

5. For the purposes of section 2, if an employee of a board is only employed to work for part of a year, the employee's eligibility for sick leave credits shall be reduced in accordance with the policy of the board, as it existed on August 31, 2012. If hired after the beginning of the fiscal year, a full-time employee is entitled to the full allocation of sick leave credits as per sections 2 and 8.

6. The Board shall be responsible for any costs related to third party assessments required by the Board to comply with the Attendance Support Program. For clarity, current practices with respect to the payment for medical notes will continue.

7. The Parties agree to continue to cooperate in the implementation and administration of early intervention and return to work processes.

Short Term Sick Leave

8. Each school year, an employee absent beyond the eleven (11) sick leave days paid at 100% of salary, as noted in section 2 above, shall be entitled up to an additional one hundred and twenty (120) days short term sick leave to be paid at a rate of 90 per cent of the employee's regular salary if the employee is absent due to personal illness including medical appointments and as per the board adjudication processes in place as of August 31, 2012.

9. Short-Term Sick Leave days under the Short-Term Leave and Disability (STLDP) shall be treated as traditional sick leave days for personal illness including medical appointments.

10. The Board's Disability Management Teams shall determine eligibility for the Short-Term Leave and Disability Plan (STLDP) subject to the terms and conditions of the 2008-2012 collective agreement and/or board policies, procedures and practices in place during the 2011-2012 school year.

Short-Term Leave and Disability Plan Top-up (STLDPT)

11. For employee absences that extend beyond the eleven (11) sick leave days, employees will have access to a sick leave top up for the purpose of topping up salary to one hundred percent (100%) under the Short Term Leave and Disability Plan.

This top up is calculated as follows:

Eleven (11) days less the number of sick days used in the prior year.

12. In 2012-13, the transition year, each employee shall begin the year with two (2) days in the top-up bank.

13. In addition to the top-up bank, compassionate leave top-up may be considered at the discretion of the board. The compassionate leave top-up will not exceed two (2) days and is dependent on having two (2) unused leave days in the current year. These days can be used to top-up salary under the STLDP.

14. When employees use any part of a short term sick leave day they may access their top-up bank to top up their salary to 100%.

Long Term Assignments

L5. A member of OSSTF/FEESO employed by a board to fill a long-term assignment position that is a full year for that employee's job class shall be eligible for the following sick leave credits during a board's fiscal year, allocated at the commencement of the long-term assignment:

1. Eleven (11) days of Sick Leave paid at 100% of regular salary.
2. Sixty (60) days per year of Short Term Sick Leave paid at 90% of regular salary.

16. A member of OSSTF/FEESO who is employed by a board to fill a long-term assignment position that is less than a full year for that employee's job class shall be eligible for eleven (11) days of Sick Leave and sixty (60) days of Short Term Sick Leave as per section 15, reduced to reflect the proportion the assignment bears to the length of the regular work year, and allocated at the start of the assignment.

17. A long term assignment shall be as defined in the 2008-2012 collective agreement. Where no such definition exists, a long term assignment will be defined as twelve (12) days of continuous employment in one assignment.

L TO Plans for Support Staff

18. If the Long Term Disability Plan contained in the 2008-2012 collective agreement requires a waiting period of more than 130 days, the 120 day short term sick leave period referenced above shall be extended to the minimum waiting period required by the plan.

Long Term Disability

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A) Enrolment/Eligibility Administration

- i) Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP ;
- ii) enroll all eligible teachers into the LTD program;
- iii) Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- iv) keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- v) support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- vi) where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP

B) Premium Administration

- i) Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;

- ii) submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- iii) collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence
- iv) support the information and process requirements in the agreed-upon payroll feed (as per A vi) ;
- v) all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program
- vi) process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.)

C) LTO Claims Administration

- i) Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process
- ii) Support the mandatory early intervention process by providing contact information where required
- iii) utilize the OTIP claims kit to adhere to the required procedures for the LTO claims process
- iv) provide teachers with the appropriate claims applications in the event of disability
- v) support, complete and submit the employer statement in the LTD claim process
- vi) support return to work programs for teachers returning from disability including job description, scheduling and salary information)

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D) OSSTF and OTIP are required to:

- i) Provide LTD insurance to eligible OSSTF teachers
- ii) provide the group policy/plan document to Employers and teachers;
- iii) provide claims kits to Employers that provide supporting information about the administrative procedures
- iv) communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis
- v) provide access to teachers on the L TO coverage information
- vi) develop and support the L TO waiver/termination of L TO coverage process for retiring teachers as defined by OSSTF and OTIP;
- vii) provide full support for teachers who are *off* due to prolonged absence through Early Intervention and Union Services;
- viii) participate along with the Board and OTIP in return to work programs.

Non-Vested Retirement Gratuity For Employees

The minimum years of service for retirement gratuity shall be defined as the lesser of the contractual minimal service requirement in the 2008-2012 collective agreement, or ten (10) years.

Those employees with less than the minimum number of years of service shall have that entitlement frozen as of August 31, 2012. These employees shall be entitled to a Gratuity Wind-Up Payment calculated as the lesser of the board's existing amount calculated under the board's collective agreement as of August 31, 2012 (or board policy as of that date) or the following formula:

$$\frac{X}{30} \times \frac{Y}{200} \times \frac{Z}{4} = \text{Gratuity Wind-Up Payment}$$

x = years of service (as of August 31, 2012)
Y = accumulated sick days (as of August 31, 2012)
Z = annual salary (as of August 31, 2012)

For clarity, X, Y, and Z shall be as defined in the 2008-2012 collective agreement or as per policy or practice of the board for retirement gratuity purposes.

The Gratuity Wind-Up Payment shall be paid to each employee by the end of the school year.

The pay-out for those who have vested Retirement Gratuities shall be as per ONT. REG. 2/13 and 12/13 made under the PUTTING STUDENTS FIRST Act, 2012 and ONT. REG. 1/13 and 11/13 made under the EDUCATION ACT.

Specialized Job Classes

Where there is a particular specialized job class in which the pay rate is below the local market value assessment of that job class, the parties may use existing means under the collective agreement to adjust compensation for that job class.

Future Grids

The government shall meet to review school board employee salary grids with stakeholders during the term of the 2012 to 2014 collective agreements including, but not limited to, how employees move on the experience and qualification salary grid (where applicable) and the variation currently in the monetary value of each grid step, with a view to future sustainability.

The funding parameters for OSSTF/FEESO Salary grids shall remain consistent throughout the process. Absent agreement during the review, any change to grid issues shall be the subject of collective bargaining for the next collective agreement.

Reg 274 Hiring Practices

The parties agree to establish a committee consisting of up to 8 members of OSSTF/FEESO to meet with no more than 8 combined representatives of English language public school boards and the Ministry, to meet no later than April 22, 2013 to review Reg 274/12 Hiring Practices with a view to establishing hiring practices agreeable to the parties.

OSSTF agrees to hold in abeyance, any grievances as a result of the regulation pending implementation on September 2013.

Implementation Committee

The Parties agree that a committee for discussion of implementation issues will be established with the goal of encouraging consistency, equitability and fairness of implementation.

The Implementation Committee shall have school board, OSSTF/FEESO and Ministry representatives.

The Implementation Committee shall meet within 30 days of the signing of this agreement to discuss its process including frequency of meetings and topics of mutual interest. The Committee will also consider further means of addressing implementation issues including communications to the Parties and the future role of the committee, if any.

It is understood that this committee and its discussions do not affect the collective agreement and dispute resolution entitlements of any party in any way.

Where the Parties agree to an interpretation, the agreed-to interpretation will be communicated to all affected school boards and Bargaining Units and shall be implemented in accordance with the Implementation Committee instructions. Such decisions may be communicated in interpretation manuals and/or guidelines. Regulations may be made where appropriate. Further, it is understood that the agreement of the Parties on an implementation item has precedent-setting value with respect to Third-Party interpretation.

Provincial Benefits Plan

It is agreed that an "Implementation Working Group" (IWG) that will fully investigate the creation of one or more "provincial" benefit plan(s) for the education sector, with a view to consolidation and consistency of approach, will be constituted by April 22, 2013 and commence meeting as soon as reasonably possible.

The IWG will complete its review by April 30, 2014 for implementation by August 1, 2014

The IWG will be led by a qualified and high profile expert in the field and include members with appropriate expertise and resources. Members of the IWG could include various representatives of teachers' federations, support staff unions, school boards, other staff associations including Principals & Vice-Principals, the government of Ontario (Ministries of Education and Finance), and independent experts.

The province agrees to provide funding of \$5 million which will include administration costs, legal costs, and costs of experts needed to undertake any studies and research required.

The province is committed to the plan. Its development would be guided by the following key draft principles:

1. The plan is for the benefit of all school board employee groups with the ability to have federation/association/union specific employee categories.
 - a. Any stranded employee group must be admitted to the plan as a full member upon request.
2. The governance structure of the plan may include Employee Life and Health Trust(s) (ELHT) which allow for influence by federations, school boards and the Province of Ontario. If individual ELHT Trusts are used to govern federation/association/union specific employee plans, all parties agree to participate in umbrella responsibilities and governance of the plan.
3. The plan would not operate using a single benefit carrier to prevent the creation of a monopoly. Should ELHT Trusts be the model chosen, then individual ELHT Trusts used to govern specific employee plans may use a single benefit carrier.
4. Some members under the umbrella arrangement may wish to consider a different administrator.
5. Funding for the plan is to be based on existing funding by school boards to current benefits providers.
6. Consideration of appropriate gains and risk sharing between the boards, federations and government.
7. Transparency & timely information sharing between all parties.
8. All principles are to be enacted subject to applicable legal parameters, e.g the Income Tax Act.

For OSSTF / FEESO

OSSTF/FEESO agrees to participate in the IWG.

OSSTF/FEESO intends to undertake research based on their membership that would include the following:

- The work undertaken by the OSSTF/FEESO-OPSBA Provincial Benefits Task Force will be updated for current premiums to reflect more up to date information and costing.
- Research based on an Employee Life and Health Trust (ELHT) as a potential model for a provincial benefit plan(s) with the understanding that such research would be of a general nature that it could be applicable to all interested groups.

OSSTF/FEESO could access up to \$2 million of the funding detailed above pursuant to the Signing of a contract that would include the normal accountability provisions required by the government.

The Government of Ontario agrees to provide and set aside start-up funding to create the one-time reserve account allocation equivalent to one month of the annual premium. Such funding will be made available at the appropriate time to support negotiations with benefit carriers

R – Appendix R5 – L-MOU September 30, 2013

**Letter of Understanding
Between
UPPER GRAND DISTRICT SCHOOL BOARD
(Hereinafter referred to as the "Board")
And
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 18 TEACHERS' BARGAINING UNITS
(Hereinafter Referred to as the "Federation")**

L – Letter of Understanding - Labour Management Committee:

The Board and the Federation agree that by December 31, 2013 to meet and discuss the composition, meeting frequency and responsibilities of the Labour Management Committee.

Letter of Understanding - Salary information:

The Board and the Federation agree to continue discussions around 1) how the Board will notify staff regarding salary statements 2) providing direction to staff on how to confirm accuracy of their salary statement 3) communicating a process to be followed if they have questions or if corrections are required 4) how errors get corrected. This process will be finalized by November 30, 2013.

Article 22.09

Orangeville D.S.S. Number of Heads: Delete 9 and change to **10**

Article 41.02

The Board will implement and maintain a **Anti-Harassment in the Workplace** Policy.
This policy will be reviewed annually with the Bargaining Unit at a Labour Management meeting.


The following articles will be shown as "strike through" in the Collective Agreement.

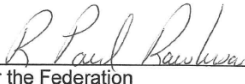
ARTICLE 15 - RETIREMENT GRATUITY

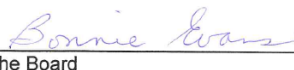
15.04.2.1 ~~The Board will pay the teachers' Bargaining Unit a one-time payment of \$80,000 for the Bargaining Unit's RRSP within one month following ratification of the collective agreement in recognition of the reduced implementation of the staffing enhancement funds.~~

Letter of Agreement Re: Group Benefits - strike through

Signed this 30th day of September, 2013 in Guelph, Ontario.


For the Board


For the Federation


For the Board


For the Federation


For the Board


For the Federation

R – Appendix R6 – Registered Retirement Savings Plan

15.04 - Registered Retirement Savings Plan

A teacher shall be eligible for only one retirement gratuity or RSP per lifetime from the Upper Grand District School Board or its predecessor Boards.

15.04.1

Teachers hired by the Upper Grand DSB with an effective date of hire on or after September 1, 1998 shall, after successful completion of the probationary period, have deposited annually by the TBU an amount of money, determined by the TBU, in an account with Educators Financial Group Inc (formerly OTG Financial Inc.). The TBU must notify the Board no later than November 15 of the specific amount deposited for each teacher.

15.04.2.1

The Board will pay the Teachers' Bargaining Unit a one-time payment of \$80,000 for the Bargaining Unit's RRSP within one month following ratification of the collective agreement in recognition of the reduced implementation of the staffing enhancement funds.

15.04.2.2

a) Effective October 31, 2009 and annually thereafter, the Board agrees to transfer to the TPA Bargaining Unit \$160 per FTE teacher to be taken from the classroom teacher expenditure line in the funding formula.

b) For the purpose of this clause, the FTE teacher number shall be the FTE teacher number included on the Board's Qualification and Experience Scattergram submitted to the Ministry as part of the financial estimates in each school year.

15.04.2.3

The financial position of the OSSTF RRSP will be reviewed jointly by the Federation and the Board in November 2010 to assess the ongoing viability of the plan and review the contributions required to maintain the plan.

15.04.3

District 18 Teachers' Bargaining Unit shall indemnify and save harmless the Board from any claims, suits, judgements, attachments and from any form of liability arising from the handling of the payments remitted to the District 18 TBU by the Board. The Boards' sole obligation pursuant to this Article is to remit the payment annually to the District 18 TBU.

15.04.4

The implementation of any and all provisions under this Article shall be in compliance with the Income Tax Act and any other relevant legislation.

15.04.5

The Board and the TBU agree to review the amount set forth in clause 15.04.2.2(a).

15.04.6

Former Wellington County teachers hired on or after September 1, 1971 and prior to September 1, 1998, with a Retirement Gratuity capped at 80 days shall keep that plan and be eligible for this RRSP subject to the provisions set out by the Bargaining Unit.

R – Appendix R7 – LETTER OF AGREEMENT RE: GROUP BENEFITS

The parties have noted the government's intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to allocate an additional provincial annual enhancement of \$33 million effective in 2010-11, to enhance group benefits to be locally negotiated for implementation by September 1, 2010.

The OSSTF District 18 Secondary Teachers' Bargaining Unit's share of the Board's allocation, under the Ministry's \$33 million enhancement, shall be the ratio of its FTE of employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported in the 2008-09 Financial Statements. In determining the ratio, occasional teachers shall be excluded. All group benefit coverage levels, provisions, and practices in place in 2007-08 and not revised under the Ministry's \$33 million enhancement, shall remain status quo for this agreement.

The parties agree that the Bargaining Unit's share of the Board's allocation under Appendix 13 of the 2008:B10 Memo in 2010-11 is approximately \$148,220 which shall be verified by the parties upon agreements being reached with all other groups of the Board on the understanding that the total allocation for all groups shall not exceed the Board's total allocation under Appendix 13 of the 2008:B10 Memo.

The parties agree to meet following verification of the enhancement money available to the bargaining unit to calculate the adjustment to the per FTE benefit payment in clause 16.01.1 for the 2010-11 school year as a result of the benefit enhancement provided under the preceding paragraph.

R – Appendix R8 – Memorandum of Agreement Re: Early Retirement Incentive Plan

MEMORANDUM OF AGREEMENT

BETWEEN

UPPER GRAND DISTRICT SCHOOL BOARD

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

RE: Early Retirement Incentive plan

The Upper Grand District School Board agrees to implement an Early Retirement Incentive Plan (ERIP) as one form of cost saving measures to help with cost recovery towards one unpaid day across the Secondary Contract Teachers Bargaining Unit.

A teacher who retires between November 30, 2013 and January 30, 2014 is eligible to receive the ERIP, which shall be in the amount of five thousand (\$5000) dollars, payable to the teacher.

A teacher wishing to access the ERIP must provide in writing, a minimum of two weeks' notice of retirement to Human Resources in the open period, which is between November 30, 2013 and January 30, 2014. Any teacher who accesses the ERIP is encouraged to retire on January 30, 2014 to provide the best possible outcome for students.

Cost saving measures will be based on actual savings to the Board as a result of the difference between the total compensation of the retiring teacher and the total compensation of the teachers being placed or newly hired on January 31, 2014 (the first day of second semester), divided by two, minus the five thousand (5000) dollar incentive provided to the teacher as follows:

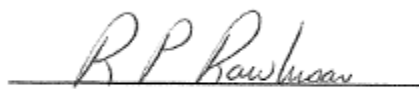
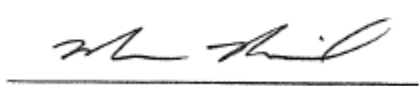
$$\frac{[(\text{Annual Total Compensation of retiring teacher}) - (\text{Annual Total Compensation of Placed or Newly Hired Teachers on January 31, 2014})]}{2} - \$5000$$

2

The above calculation will be based on a reconciliation following the beginning of second semester.

Dated this 29th day of November, 2013.

For OSSTF:

For the Board:




R – Appendix R9 – Illness/Sick

L10.08.01 (Same 14.01.1)

a) Each full-time teacher is entitled to a sick leave credit of twenty (20) days each working school year. On September 1 in each year, the teacher's sick leave account shall be credited with one hundred percent (100%) of the balance in the previous year's allowance and the teacher shall be notified in writing of the credits on record by November 30.

b) Part-time teachers shall be granted pro-rated sick leave credits (on the formula of twenty (20) days per year if working full-time).

L10.08.02 (Same 14.01.2)

These sick leave credits shall be cumulative to a maximum of two hundred and eighty (280) days for sick leave purposes but not for retirement gratuity. It is understood that the twenty days provided under clause 14.01.1 is in addition to the maximum of two hundred and eighty (280) days and that any unused balance at the end of the year from the yearly allotment of 20 days which is above 280 days shall be lost.

L10.08.03- Transfer of Sick Leave Credits

L10.08.03.1 (Same 14.02.1)

A teacher coming directly to the Upper Grand District School Board from a Board within Ontario which has an accumulated sick leave plan may have such credits transferred and they may be used in case of illness but such transferred credits will not be included in calculating retirement gratuity.

L10.08.03.2 (Same 14.02.2)

Should a Teacher leave the employ of and later rejoin the Upper Grand District School Board Staff within a period of two years, sick leave credits shall be carried over from the first to the second period. If however, the teacher retires and later rejoins the Upper Grand District School Board staff, sick leave credits shall not be carried forward. If a teacher is away from the Upper Grand District School Board staff on a leave of absence, granted by the Board, the A.S.L. credits shall carry on with no credits given for the period of absence.

L10.08.04- Use of Sick Leave Credits

R – Appendix R10 – Pregnancy/Maternity/Parental/Adoption

L11.03.02.02

A teacher requesting a short-term parental leave for adopting a child shall give notice of intent to adopt of at least three (3) months.

Collective Agreement

Between

Ontario Secondary School Teachers' Federation
District 19 – Occasional Teachers' Bargaining Unit

and

Peel District School Board

September 1, 2019 to August 31, 2022

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PART B – LOCAL AGREEMENT BETWEEN:

Ontario Secondary School Teachers' Federation, District 19 – Occasional Teachers' Bargaining Unit & Peel District School Board

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PART A

CENTRAL AGREEMENT BETWEEN:

THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
(hereinafter called "OPSBA")

- and –

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 19 - OCCASIONAL TEACHERS' BARGAINING UNIT
(hereinafter called "The Union")

September 1, 2019 to August 31, 2021

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or

- iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.

- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers’ benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers’ benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers’ benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers’ Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as “Appendix H”) for job classifications that are eligible for benefits.
- b) The FTE used to determine the board’s benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.

- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>

<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.

- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge

and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:	
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.	
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3	
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.	
First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____
Date of Assessment: dd mm yyyy	

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy			

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

**LETTER OF AGREEMENT #2
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

**LETTER OF AGREEMENT #3
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**LETTER OF AGREEMENT #5
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

**LETTER OF AGREEMENT #6
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

**LETTER OF AGREEMENT #7
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);

- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

**LETTER OF AGREEMENT #10
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

**LETTER OF AGREEMENT #12
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s

most recent yearly statement for the year ending no later than August 31, 2015.

- d. The Trust shall retain rights to the data and the copy of the software systems.

- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated.

Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for

any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.

- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and

- e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the

difference between the gross amount the teacher receives from E.I. and their regular gross pay;

2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

PART B

LOCAL AGREEMENT BETWEEN:

THE PEEL DISTRICT SCHOOL BOARD
(hereinafter called "The Board")

- and –

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 19 - OCCASIONAL TEACHERS' BARGAINING UNIT
(hereinafter called "The Union")

ARTICLE 1 - PURPOSE

- 1.01 It is the desire of both parties to this Agreement to maintain and further harmonious relations between the Board and the Union and to provide for the prompt and equitable disposition of grievances.

ARTICLE 2 - RECOGNITION

- 2.01 This Agreement, and its Appendices, shall apply to the Bargaining Unit composed of every Part X.I teacher who is an Occasional Teacher and who is on the Board's roster of Occasional Teachers who may be assigned to a secondary school (as defined in Section 277.3(1) para. 4 of the Education Act, as amended by Bill 160, S.O. 1997, c. 31).
- 2.02 The Board recognizes the Union as the sole collective bargaining agent for all Occasional Teachers in the Bargaining Unit defined above. The Board recognizes the Bargaining Unit Executive as the agent/representative of the Union for purposes of any further negotiation for the renewal of this Agreement and the administration of this Agreement.
- 2.03 Any Part X.I teacher who is employed by the Board on a part-time basis in the Bargaining Unit defined in Section 277.3(1), para. 3 of the Education Act, and who is accepted by the Board for additional employment as an Occasional Teacher in its secondary panel, is part of the Bargaining Unit defined in 2.01 above and shall be covered by this Agreement in respect of such occasional teaching employment.

Representation

- 2.04 At any further negotiations for the renewal of this Agreement the Board shall recognize and meet with up to five (5) members of the Negotiating Committee of the Union. This Negotiating Committee must include the President and the Chief Negotiator of the Occasional Teachers' Bargaining unit.
- 2.05 a) The Union shall notify the Board, in writing, as to the members of its Unit Executive, Negotiating Committee, Grievance Committee, and Liaison Committee, or other Committee, as applicable. The Board shall not be required to recognize any person as such a Committee or Executive member until so notified.
- b) The Board shall notify the Union as to the members of its Negotiating Committee, Liaison Committee and Grievance Committee.
- 2.06 a) Upon the written request of the Bargaining Unit or OSSTF Provincial Office, Federation Leave shall be granted for carrying out Federation business. The cost of such leave shall be borne by the Union.
- b) The members of the Union's Negotiating Committee, Grievance Committee, Liaison Committee or Union Executive shall not leave their regular duties as an Occasional Teacher without first obtaining the permission of the Occasional Teacher's principal or designate. Permission for such leave shall not be unreasonably withheld.

ARTICLE 2 - RECOGNITION (CONTINUED)

Representation (Continued)

- 2.06 c) It is understood that the Committee members will not absent themselves from their regular duties unreasonably.
- d) The Board shall not be obligated to pay a Committee member in respect of such absences, but shall pay the replacement for any such Committee member where it determines that a replacement is necessary in respect of any such absences.
- e) However, the Board shall pay such Committee members for attendance at other meetings (excluding negotiation, conciliation, mediation, grievance or arbitration meetings) held during the regular school day, which are initiated by the Board.
- f) Where an Occasional Teacher is requested to serve as a member on a joint employer/employee committee by a member of the Directors' office or the Superintendent/Director or Assistant Director of Human Resources, the Board shall grant paid release time if the meeting is held during work hours.
- 2.07 The Union shall appoint one of its members as a delegate to the Instructional Programs/Curriculum Committee of the Board. Such a delegate shall have the right to:
- a) receive all material published for general distribution which will be made available to the Instructional Programs/Curriculum Committee;
- b) make comment about matters relevant to Secondary Occasional Teachers; and
- c) ask questions which might arise from briefs, reports and delegations coming before the Instructional Programs /Curriculum Committee.
- 2.08 Both the Board and the Bargaining Unit have the right to authorize any advisor, counsel or solicitor, or their duly appointed representatives, to assist, advise or represent them in all matters pertaining to this Collective Agreement.
- 2.09 Unless otherwise specifically indicated in this Agreement, all correspondence between the parties arising out of, or in connection with, this Agreement shall pass to and from the Superintendent/Director of Human Resources Support Services or designate, and the President of the Bargaining Unit.

ARTICLE 2 - RECOGNITION (CONTINUED)

Representation (Continued)

- 2.10 The Board agrees to provide the Bargaining Unit an opportunity to provide input prior to the implementation of any new or amended Board policies which may impact the working conditions of Secondary Occasional Teachers.

ARTICLE 3 - DEFINITIONS

- 3.01 "Occasional Teacher" means an "Occasional Teacher" as defined in the Education Act, Definitions, S.1 (1.1), as amended from time to time, and is a member in good standing of the Ontario College of Teachers and who is in the Bargaining Unit covered by this Agreement.
- 3.02 "Short Term Occasional Teacher" means any secondary Occasional Teacher who is not a "Long Term Occasional Teacher".
- 3.03 a) Subject to Article 3.03 (b), "Long Term Occasional Teacher" means a secondary Occasional Teacher with whom the Board has entered into a "Long Term Occasional Teacher Agreement" and who is required to teach for a period of ten (10) or more consecutive instructional days as a replacement for the same absent permanent or probationary teacher. A Professional Development Day will be included in the ten (10) consecutive day period above when an Occasional Teacher participates in and is paid for a Professional Development Day. "Long Term Occasional Teacher assignment" shall have a like meaning.
- b) It is understood that the teacher must complete 10 (ten) teaching days in order to be eligible for a long term assignment, subject to any interruption as per 3.03 c) below.
- c) i) The ten (10) consecutive days referred to in Article 3.03 (a) are deemed to be broken when an absence is initiated by the Occasional Teacher or when the assignment is completed.
- ii) Notwithstanding Article 3.03 b) i), the ten (10) consecutive days referred to in Article 3.03 a) shall not be broken when an Occasional Teacher is absent as a result of a death of an immediate family member as determined in Article 16.01 a) or b) or an absence due to inclement weather as determined by the Board's procedures; or absent due to an unpaid Holy Day on the Board approved Religious Holy Days List determined in accordance with Board Policy # 23; or absent due to Federation Leave in accordance with Article 2.06; or when there is a Professional Development Day in the 10 (ten) day period for which the Occasional Teacher is not paid to attend.
- 3.04 "Days" means instructional days, unless otherwise specifically provided. "Instructional days" shall be those designated each school year by the Board and do not include professional activity days or paid holidays.
- 3.05 "Unit" or "Bargaining Unit" means the Peel Secondary Occasional Teachers' Bargaining Unit of District 19 – Peel of the Ontario Secondary School Teachers' Federation (OSSTF).

ARTICLE 3 - DEFINITIONS (CONTINUED)

- 3.06 "Board" shall refer to the Peel District School Board, or its predecessor "The Peel Board of Education".
- 3.07 When the context requires, the singular shall include the plural, the masculine shall include the feminine and the feminine shall include the masculine.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Save and except to the extent modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively and without limitation with the Board and its Administration.
- 4.02 Without limiting the generality of the foregoing, subject only to the specific provisions of this Agreement and the right of any Occasional Teacher to lodge a grievance under the grievance procedures herein provided for, the Occasional Teachers and the Union recognize and accept that it is the right of the Board to:
- a) hire, transfer, promote, demote, classify, direct, assign, or layoff;
 - b) suspend with or without pay, remove an Occasional Teacher from the Occasional Teacher List, discharge or otherwise discipline a non-probationary Occasional Teacher for just cause; and suspend with or without pay, remove from the Occasional Teacher List, discharge or otherwise discipline a probationary Occasional Teacher for any reason at the sole discretion of the Board provided the Board does not act in a discriminatory or bad faith manner;
 - c) plan and direct the nature and quality of teaching programs, the number of teachers to be employed, the number of students to be allocated to a program, the subjects to be taught, the designation of positions of responsibility, the hours and days of teaching and instruction, and such other duties and responsibilities of the Board as are outlined in the statutes and regulations pertaining to education in the Province of Ontario; and
 - d) to make, enforce, and alter from time to time, rules, regulations and policies governing Occasional Teachers which do not conflict with any provisions of this Collective Agreement.
- 4.03 The Board agrees that it will not exercise its rights in a manner inconsistent with the provisions of this Agreement or governing statutes, and the express provisions of this Agreement and any governing statutes constitute the only limitations upon the Board's rights.

ARTICLE 5 - PROBATIONARY PERIOD

- 5.01 Newly hired Occasional Teachers shall serve a probationary period of thirty (30) days taught within the Bargaining Unit, within a two (2) year period. Upon hire, Occasional Teachers shall be assigned to four schools at which they may serve their assignments. At the conclusion of a successful probationary period and the completion of a successful performance appraisal, the Board shall affirm the position of the Occasional Teacher as non-probationary.

ARTICLE 6 - UNION SECURITY

- 6.01 During the term of this Agreement the Board agrees to deduct, from each pay cheque of each Occasional Teacher, the Union dues and Bargaining Unit levy as certified by the Union to be currently in effect according to the constitution and by-laws of the Union. The Union shall notify the Board in writing, not less than thirty (30) days in advance, as to the amount of the Union dues and Bargaining Unit levy currently in effect according to its constitution and by-laws.
- 6.02 a) The amount deducted in accordance with Article 6.01, other than the Bargaining Unit levy, shall be remitted to the Treasurer of the Ontario Secondary School Teachers' Federation, 60 Mobile Drive, Toronto, Ontario, M4A 2P3, no later than the fifteenth (15th) day following the month in which the deductions were made. A copy of the list accompanying the remittance to O.S.S.T.F. shall also be sent electronically to the Treasurer of the Occasional Teachers' Bargaining Unit.
- b) The Bargaining Unit levy deducted in accordance with Article 6.01 shall be remitted to the Treasurer of the Occasional Teachers' Bargaining Unit of the Ontario Secondary School Teachers' Federation - District 19, no later than the Tuesday following the day in which the deductions were made. Such remittance shall be accompanied by an electronic list identifying the names of the Occasional Teachers who have paid a Bargaining Unit levy for that pay period, as well as a cumulative total for the calendar year.
- 6.03 Should the Board be eligible for an Employment Insurance Premium Reduction, the Board shall pay, in accordance with the Employment Insurance Act and regulations, the employee's portion of the premium reduction to the Treasurer of the Occasional Teachers' Bargaining Unit on or before April 1st of each year. An explanation of the calculation shall accompany the payment.
- 6.04 The Union shall indemnify and save the Board harmless with respect to all claims, suits, attachments and any form of liability as a result of the deductions and remittance of dues by the Board pursuant to this Article.
- 6.05 The Board shall provide the Union,
- a) by the fifteenth (15th) day of each month, with the names of all new Occasional Teachers added to the Occasional Teacher List during the previous month. The Board shall provide a newly-hired Occasional Teacher with such information regarding the Union as the Board and Union may agree are appropriate;
- b) a list of all LTO staff, including FTE, in all work sites on the fifteenth of every month;

ARTICLE 6 - UNION SECURITY (CONTINUED)

- c) within thirty (30) days of the beginning of each semester, a list of all occasional teachers on leaves of absence.

6.06 The President of the Union shall be granted access to the Board's electronic posting platform to view job posting information including short listed and successful candidates.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7.01 a) The Board agrees that there shall be no lockout of Occasional Teachers and the Union agrees that there shall be no strike, as those terms are defined under the Labour Relations Act, so long as this Agreement continues to operate.
- b) No Teacher shall be expected to perform duties carried out by Non-Teacher employees of the Board should such employees be involved in strike action against the Board.

ARTICLE 8 - NO DISCRIMINATION

- 8.01 Neither the Board, the Union, the Bargaining Unit nor the Occasional Teacher shall discriminate in their employment against any employee of the Board on any ground prohibited by the Ontario Human Rights Code or the Ontario Labour Relations Act.
- 8.02 The Board, the Union, the Bargaining Unit and the Occasional Teacher recognize that an Occasional Teacher has a right to freedom from sexual harassment in the workplace and any other form of harassment in the workplace prohibited by the Ontario Human Rights Code. The Board recognizes that any form of harassment is a serious matter and will be addressed in accordance with Board policy and procedure.
- 8.03 The Board, the Union and the Bargaining Unit recognize that they all have a duty to accommodate individuals in accordance with the Ontario Human Rights Code and hereby confirm their agreement to comply with such obligations when individuals identify a need for such accommodation under any of the protected grounds included in the Ontario Human Rights Code.

ARTICLE 9 - OCCASIONAL TEACHER LIST

- 9.01 "Occasional Teacher List" means a list of all Occasional Teachers in the Bargaining Unit who meet the requirements of Article 9.02 and who are qualified to teach in the Board's secondary panel.
- 9.02 To be eligible for inclusion on the Occasional Teachers List, an Occasional Teacher must be qualified to teach in Ontario and maintain membership in good standing in the Ontario College of Teachers, unless otherwise permitted by the Board in an emergency case.
- 9.03 The Occasional Teacher List shall show the names, addresses and telephone numbers of such Occasional Teachers, and the subjects which the Occasional Teacher is qualified to teach. On, or about October 15th and February 28th of each year, the Board shall provide the Bargaining Unit President with the current Occasional Teacher List. It is understood and agreed that the addresses and telephone numbers of any Occasional Teacher who objects to the release of such information shall be deleted from the copy of the list provided to the Bargaining Unit President.
- 9.04 At the time an Occasional Teacher is accepted for inclusion on the Occasional Teacher List, the Occasional Teacher must select, from among the geographic areas designated as available by the Board, geographic areas and schools within which the Occasional Teacher wishes to accept occasional teaching assignments. Such Occasional Teachers shall then be placed on the sub-list for that designated geographic area. Notwithstanding the Occasional Teacher's selection of a particular geographic area or areas, or particular schools, the Board may request an Occasional Teacher to work in another geographic area or school if required.
- 9.05 It is the responsibility of each Occasional Teacher to notify the Human Resources Services Department of the Board through the employee's self-serve account or in writing or by e-mail, of any change of address or change of telephone number needed to contact the Occasional Teacher regarding teaching assignments.

ARTICLE 9 - OCCASIONAL TEACHER LIST (CONTINUED)

- 9.06 a) An Occasional Teacher who because of illness, maternity or adoption of a child or for other reasons acceptable to the Board, becomes unavailable for assignment, shall be retained on the Board's Occasional Teacher List in an inactive status during the period of such unavailability for the remainder of the school year, provided that such Occasional Teacher must make herself/ himself available for assignment immediately following the period of unavailability in order to be retained on the Occasional Teacher Roster. An Occasional Teacher becoming unavailable for such reasons shall inform the appropriate Human Resources Partner – Employee Relations, or designate of the date of commencement and return from the period of unavailability. An Occasional Teacher, who because of illness or for other reasons acceptable to the Board, is unable to work, shall be retained on the Occasional Teacher Roster for the balance of that school year and for an additional period of up to one (1) school year.
- b) Once a leave of absence has been approved by the Board, it is the responsibility of the Occasional Teacher to update their availability on the Board's electronic call out system.
- c) Once the leave of absence has ended, the Occasional Teacher must update their calendar of availability in order to receive calls through the automated call out system.
- 9.07 An Occasional Teacher, subject to Article 9.06, shall be deemed to be removed from the Occasional Teacher List if:
- i) The Occasional Teacher does not teach for the Board in this Bargaining Unit for a minimum eleven (11) days in that school year provided that the work has been available; or
 - ii) the Occasional Teacher resigns; or
 - iii) the Occasional Teacher is discharged by the Board and the Occasional Teacher is not reinstated through the grievance and arbitration procedures.
- If subsequently re-hired, such a person shall be required to again complete the probationary period provided for in this Agreement.
- 9.08 Once an Occasional Teacher has accepted an occasional teacher assignment, they cannot cancel the assignment to accept another occasional teaching assignment for that day.

ARTICLE 10 - JOB OPPORTUNITIES

10.01 Short Term Teaching Assignments

- a) When the Board determines to fill a short term vacancy, created by the absence of a regular teacher, the Board shall make every effort to secure a qualified Occasional Teacher unless the vacancy is filled by a regular teacher.
- b) It is understood that a vacancy will be filled by an unqualified individual only in accordance with the Education Act.
- c) In the event that a vacancy is filled by an unqualified individual in accordance with Article 10.01 b), the Board will provide the work location and date of employment to the President of the Bargaining Unit on a monthly basis.

10.02 a) Long Term Occasional Teacher Positions

i) On a yearly basis each Occasional Teacher on the Occasional Teacher List shall be given the opportunity to indicate whether the teacher is available for Long Term Occasional Teacher positions.

ii) The Board shall give first consideration to Occasional Teachers who have indicated that they are available for Long Term Occasional Teacher positions and who have the required qualifications for the Long Term Occasional position being advertised. This clause shall apply to those positions for which the Principal is aware at least three (3) weeks in advance.

b) Probationary Teaching Assignments

i) The Board shall review and consider, but shall not be limited to, Occasional Teachers who have applied for regular probationary teaching assignments in the secondary panel.

ii) Occasional Teachers will have the opportunity to apply for Secondary probationary teaching assignments that appear in the last internal posting prior to the vacancies being posted externally.

10.03 Job Postings - Long Term Occasional

Long Term Occasional Teacher vacancies, which the Board intends to fill, shall be identified and the following shall occur:

a) If the vacancy is known at least three (3) weeks prior to the start date, the vacancy is posted on the Board's intranet for a period of at least three (3) days.

ARTICLE 10 - JOB OPPORTUNITIES (CONTINUED)

10.03 Job Postings - Long Term Occasional (Continued)

b) If there is less than 3 weeks' notice of a long term vacancy, the Principal will be provided with the names of qualified Occasional Teachers from the central data base in accordance with Article 10.02 a) i) and ii).

10.04 Once a Long Term Occasional vacancy has been accepted, the assignment may not be changed except after consultation with the Long Term Occasional Teacher and with the support of the Superintendent of Education.

ARTICLE 11 - WORKING CONDITIONS

11.01 a) The Principal shall make every effort to assign the Occasional Teacher a timetable as close to that of the absent teacher as possible, subject to the workload limitations of the regular teacher.

b) Wherever possible, early release and late start days shall be identified within the Peel Absence Management System. For these days, as closely as possible, the Occasional Teacher should be assigned the timetable of the teacher being replaced.

11.02 Wherever possible, Occasional teachers on a short term assignment will receive:

- A copy of the teacher's timetable;
- A current class list and if available, a seating plan of the assigned classes;
- Access to the list of information as outlined in the Board's online Occasional Teacher handbook;
- Access to a copy of the school's Occasional Teacher handbook;
- Access to key(s) to the classrooms to be used by the Occasional Teacher during their assignment; and
- In the absence of key(s), the school will have a process in place to lock down the classroom(s) in case of emergency
- Access to the safety plan abstracts contained in the school's emergency management binder.

11.03 a) Occasional Teachers are eligible to receive a performance appraisal in accordance with the procedures specified in the Board's Human Resources Support Services Evaluation of Occasional Teachers, as may be amended by the Board from time to time.

b) Notwithstanding the time limits contained in Article 20 (Grievance Procedure), any grievance properly submitted regarding performance appraisals reports may be submitted up to the last day of the school year in which performance appraisal occurs.

11.04 Evaluation of Occasional Teachers

The Board shall consult with the Bargaining Unit Executive regarding any new policies or operating procedures relating to the evaluation of Occasional Teachers.

ARTICLE 12 - HEALTH AND SAFETY

- 12.01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents and the promotion of safety and health in the Board's facilities, having regard for the Occupational Health and Safety Act.
- 12.02 All workplace parties mutually agree to complete their specified duties and responsibilities as outlined in the Occupational Health and Safety Act. Worker concerns will be reported to their Supervisor and investigated by the Supervisor and steps to prevent reoccurrence will be taken as necessary. Any corrective actions will be communicated to the affected workplace parties.
- 12.03 Violence shall be defined as per definition in the Ontario Occupational Health and Safety Act.
- 12.04 In accordance with its legislated responsibilities, the Joint Multi Workplace Health and Safety Committee shall concern itself with matters relating to violence, including receiving and reviewing reports of violence in the workplace.

ARTICLE 13 - PERSONNEL FILES

13.01 a) Only one official employee record file (hereinafter referred to as the "file") shall be kept for each Occasional Teacher by the Human Resources Services Department, in a secure and confidential manner at the H.J.A. Brown Education Centre.

b) An Occasional Teacher shall have reasonable access to the Occasional Teacher's own file. It shall be available and open to the Occasional Teacher for inspection in the presence of a Board Employee Relations Officer upon reasonable notice during the regular working hours of the department.

c) If an Occasional Teacher disputes the accuracy of information of a disciplinary or negative nature in the file the Occasional Teacher may make a written request to the Director of Human Resources Support Services, stating the alleged inaccuracy. Such request must be made within fifteen (15) instructional days of the date the Occasional Teacher becomes aware or ought reasonably to have become aware of the document. The Director may in his or her sole discretion confirm or amend the information in the file and shall notify the Occasional Teacher in writing of the decision. Such decision shall be provided within fifteen (15) instructional days of the Occasional Teacher's request. Where the Board amends such information, at the request of the Occasional Teacher the Board shall attempt to notify members of its staff who received the inaccurate document, by providing them with an amended copy.

d) Upon written request of the Occasional Teacher to the Superintendent/Director of Human Resources, documents contained in the Occasional Teacher's personnel file which are disciplinary in nature and all supporting documents shall be removed from the file two (2) years after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary materials regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in an Occasional Teacher's file for five (5) years after the date of issue, unless further similar disciplinary action has occurred during that period. After five (5) years, the teacher may make a written request to the Superintendent/Director of Human Resources to have the documents removed.

ARTICLE 13 - PERSONNEL FILES

13.02 Criminal Record Checks

- a) The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 of the Education Act, or any subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Superintendent/Director of Human Resources Support Services and those personnel designated by the Director. The Superintendent/Director shall, upon request, advise the Bargaining Unit Executive of the names of those so designated. Such personnel shall not be members of the Bargaining Unit.
- b) The Board shall not release any information about a Teacher obtained pursuant to Regulation 521/01 as amended, or any subsequent regulation or law dealing with the same subject manner, except for the purpose of exercising its legal rights or obligations.

ARTICLE 14 – MISCELLANEOUS

14.01 Travel Allowance

Occasional Teachers shall be paid travel allowance in accordance with Board Policy #40 as amended from time to time.

14.02 Collective Agreement

The Board shall provide each Occasional Teacher with a copy of the current Collective Agreement. The cost of printing will be shared equally between the Board and the Union.

14.03 Reporting Hours

For the purpose of reporting hours worked for Employment Insurance, the employer shall record each full work day as eight (8) hours worked.

14.04 Attendance Management Procedures

The Union will be provided with an opportunity to comment on any proposed changes to the Board's Attendance Management Procedures prior to the implementation of any such changes.

ARTICLE 15 - EMPLOYEE BENEFITS

15.01 Employees shall be eligible for benefits as per the terms of the Central Agreement Article C7.2.

ARTICLE 16: LEAVE OF ABSENCE

16.01 The Board shall provide paid leave, without loss of sick leave credits, to Long Term Occasional Teachers, as follows:

- a) Up to three (3) days paid leave in the event of the death of the teacher's spouse, parent, mother-in-law, father-in-law, child, step-child, brother or sister;
- b) Up to two (2) days paid leave in the event of the death of a son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, or grandchild;
- c) Up to one (1) day paid leave in the event of the death of a relative not mentioned above or close personal friend;
- d) Up to two (2) days paid leave for a parent at the birth of a child;
- e) Up to two (2) days paid leave for adoption at the time the child comes into the adoptive home (granted to a spouse/partner not taking a parental leave);
- f) Quarantine – Period required by the Medical Officer of Health;
- g) Long Term Occasional Teachers shall not be paid pursuant to this Article for Saturdays, Sundays, school holidays, while on leave of absence, or for any other period during which they would not have worked.
- h) Access to any other leaves of absence for which Long Term Occasional Teachers may be eligible shall be in accordance with Board policy and procedure (Policy 23 and HRS 42).

16.02 Jury Duty or Subpoena

A Long Term Occasional Teacher who is selected for service as a juror or is required by subpoena to appear in Court as a witness in any proceeding in which the Occasional Teacher is not a party or one of the persons charged, shall be paid the difference between the normal earnings and the payment the teacher receives as a juror or witness, exclusive of payments for reimbursement of expenses.

ARTICLE 16 - LEAVES OF ABSENCE (CONTINUED)

Pregnancy/Parental Leave

16.03 Pregnancy and parental leave for a Long Term Occasional Teacher shall be in accordance with the Employment Standards Act for the period of time that the pregnancy/parental leave falls within the period of the Long Term Occasional Teacher assignment and shall be as per the terms of the Central Agreement.

a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.

b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.

h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.

ARTICLE 16 - LEAVES OF ABSENCE (CONTINUED)

Pregnancy/Parental Leave

- 16.03 i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

Accommodation/Return to Work

- 16.04 When required, the Board, the Union, and the Teacher shall meet to develop cooperatively a modified return to work and/or accommodation program.
- 16.05 A Teacher has the right to Union representation at any meeting where a return to work/accommodation program is being discussed. The Board shall notify the Teacher of this right.

ARTICLE 17 - RATES OF PAY

17.01 The Board shall pay, in respect of each day of employment with the Board in an Occasional Teaching assignment, the following rates of pay:

a) Short Term Assignments - Qualified

Effective September 1, 2008, the Board shall pay, in respect of each day of employment with the Board in an Occasional Teacher assignment, 1/194th of Category 1, Year 0 of the OSSTF, District 19, Secondary Teachers' salary grid. Such daily rate shall be inclusive of holiday pay and vacation pay.

b) Long Term Occasional Teachers

- i) A Long Term Occasional Teacher shall be paid in accordance with the salary grid in effect from time-to-time pursuant to the Board's Collective Agreement covering regular Secondary Teachers in the bargaining unit defined in Section 277.3(1), para. 3 of the Education Act, less an amount equivalent to the total of vacation and statutory holiday pay to which the Long Term Occasional Teacher is entitled under the applicable legislation. A copy of the salary grid shall be made available to Secondary Occasional Teachers when they are signed on to a Long Term Occasional Teacher assignment.
- ii) Payment on the aforesaid Board/OSSTF, District 19 salary grid shall be retroactive to the first day of the Long Term Occasional Teacher's Agreement and shall remain in effect until the termination of the said Agreement or the assignment thereunder.
- iii) The vacation and statutory holiday pay to which the Long Term Occasional Teacher is entitled under applicable legislation shall be added to the rates set out in paragraph (i) above.
- iv) Placement on the aforesaid salary grid shall be in accordance with the Long Term Occasional Teacher's recognized teaching and related experience and category placement as of the date of the Long Term Occasional Teachers' Agreement, in accordance with Article 24.03, 24.04, 24.06 and 24.07, of the aforesaid Secondary Teachers' Collective Agreement between the Board and OSSTF, District 19.

ARTICLE 17 - RATES OF PAY (CONTINUED)

17.01 b) Long Term Occasional Teachers (Continued)

- v) Recognized teaching experience for the purpose of the foregoing means previous school teaching experience approved by the Board in accordance with Article 24.04 of the aforesaid Secondary Teachers' Collective Agreement.
- vi) It shall be the responsibility of the Long Term Occasional Teacher to provide the Board with his/her Qualifications Rating Statement and any supporting documents.

17.02 It is agreed by the parties that the terms of this Collective Agreement provide to all employees covered by it, rights or benefits regarding holidays and vacation pay which are equal or greater than the minimums provided under the Employment Standards Act.

17.03 The direct deposit payroll method will apply to Bargaining Unit employees.

ARTICLE 18 - REPORTING PAY

- 18.01 An Occasional Teacher who has been called in for a teaching assignment of one (1) day or less and who reports for work at the scheduled starting time shall, where an error has been made on the part of the Board and the scheduled work is not available, be assigned not less than one-half (1/2) day of any work that is available at the rate of pay applicable to the original assignment or, if no work is available, shall receive one-half (1/2) day's pay at the rate applicable to the original assignment.
- 18.02 This provision shall not apply if the Occasional Teacher is notified of the error at least two (2) hours prior to the commencement of the assignment, nor if the lack of work is caused by reason of a strike, power failure, fire, flood, plant breakdown or other conditions beyond the control of the Board.

ARTICLE 19 - LIAISON COMMITTEE

19.01 The Board and the Union shall participate in a Liaison Committee composed of up to three (3) representatives appointed by each party, which shall meet when required to attempt to solve problems or issues arising during the term of this Agreement. The Committee shall have such additional resources as the parties may agree are required.

ARTICLE 20: GRIEVANCE/ARBITRATION PROCEDURE

20.01 Definitions

The following definitions shall apply in this Article:

- a) A "grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- b) A "party" shall be defined as:
 - 1) the Bargaining Unit Executive; or
 - 2) the Board.
- c) In this Article, "days" shall mean instructional days unless otherwise indicated.
- d) A "supervisor" shall mean Principal or appropriate Superintendent, whichever is the immediate supervisor of the complainant.

20.02 Informal Stage

If an Occasional Teacher is unable to resolve a complaint informally, the Occasional Teacher may with the concurrence of the Bargaining Unit Executive initiate a complaint with his/her supervisor who shall answer the complaint in writing (if requested) within ten (10) days of receipt of the complaint. The problem must be brought to the attention of the supervisor within fifteen (15) days after the Occasional Teacher becomes aware, or would reasonably be expected to have become aware, of the circumstances giving rise to the complaint.

20.03 Formal Stage

- a) If the Occasional Teacher is not satisfied with the decision regarding the complaint then the Bargaining Unit Executive may within ten (10) days take the matter up as a grievance in the following manner and sequence:

ARTICLE 20: GRIEVANCE/ARBITRATION PROCEDURE (CONTINUED)

20.03 Formal Stage (Continued)

b) Step 1

The Bargaining Unit Executive may initiate a written grievance with the Superintendent of Education through the Superintendent/Director of Human Resources Support Services. The Superintendent of Education may convene a meeting with the grieving Occasional Teacher and a representative of the Bargaining Unit Executive and such others as the Superintendent of Education requires within ten (10) days of receipt of the grievance. The decision, in writing, to the Bargaining Unit Executive shall be rendered within ten (10) days following the meeting.

The grievance shall contain:

- 1) a description of how the alleged dispute is in violation of the Agreement;
- 2) a statement of the facts to support such grievance, including the specific Article(s) violated;
- 3) the remedy sought; and
- 4) the signature of the President of the Bargaining Unit or designate.

Notwithstanding the above and where the Teachers and Board agree that it is appropriate, a grievance may proceed directly to Step 2, Step 3, or Step 4.

c) Step 2

If the reply of the Superintendent of Education is unacceptable to the Bargaining Unit Executive, a written request will be made within ten (10) days to the Superintendent/Director of Human Resources Support Services or designate. The Superintendent/Director of Human Resources Support Services, or designate, may convene a meeting with a representative of the Bargaining Unit Executive. If a meeting is held, the decision, in writing, shall be rendered to the Bargaining Unit Executive within ten (10) days of the meeting. In the absence of a meeting, Superintendent/Director of Human Resources Support Services or designate will render their decision, in writing, within twenty (20) days of receipt of the grievance.

ARTICLE 20: GRIEVANCE/ARBITRATION PROCEDURE (CONTINUED)

20.03 Formal Stage (Continued)

d) Step 3

If the reply of the Superintendent/Director of Human Resources Support Services, or designate, is not acceptable to the Bargaining Unit Executive, a written request will be made within ten (10) days to the Board's Grievance Committee through the Superintendent/Director of Human Resources Support Services. The Board's Grievance Committee shall convene a meeting within twelve (12) days to deal with the grievance. The Grievor may attend the Step 3 grievance meeting.

e) Step 4

If the reply of the Board's Grievance Committee is unacceptable, the Bargaining Unit Executive may then apply for Arbitration within ten (10) days of the receipt of the reply.

20.04 a) A complaint or grievance arising directly between the Board and the Union or the Bargaining Unit Executive must be initiated by either the Board or the Bargaining Unit Executive commencing with Step 2 within ten (10) days of the occurrence complained of.

b) A complaint or grievance arising directly between the Board and the Bargaining Unit Executive on behalf of a retired or deceased member must be initiated by either the Board or the Bargaining Unit Executive commencing with Step 2.

20.05 Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may select to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

20.06 Arbitration

a) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the parties fail to agree upon an arbitrator within five (5) days of receipt of the written notification of desire to move to arbitration, the appointment shall be made by the Minister of Labour upon the request of either party.

ARTICLE 20: GRIEVANCE/ARBITRATION PROCEDURE (CONTINUED)

20.06 Arbitration (Continued)

- b) Upon written request of either party, the grievance shall be submitted to a Board of Arbitration. The written request shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon request of either party.
- c) The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the Chair governs.
- d) The Arbitrator or Arbitration Board, as the case may be, shall not, by his or her or its decision, add to, delete from, modify or otherwise amend the provisions of the Agreement.

20.07 Time restrictions may be extended if mutually agreed in writing. Where the time restrictions or any agreed extensions have expired:

- a) the Bargaining Unit Executive may proceed to the next step of the procedure if the appropriate Board official exceeds the time allowed to act;
- b) the Board may consider the grievance abandoned if the Teacher, Bargaining Unit Executive or Union, as the case may be, exceeds the time allowed to act.

20.08 It is anticipated that the single Arbitrator or Board of Arbitration will make every effort to render its written decision thirty (30) days from the date of the completion of the hearing of the grievance.

ARTICLE 20: GRIEVANCE/ARBITRATION PROCEDURE (CONTINUED)

20.09 The single Arbitrator or Board of Arbitration shall have the power to modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision, it considers just and equitable in the circumstances.

20.10 The decision of an Arbitrator or the Arbitration Board is final and binding and shall be implemented by the appropriate authorities. Where a party fails to comply with any of the terms of a decision of an Arbitrator or Board of Arbitration, any party affected by the decision may file in the office of the Registrar of the Supreme Court a copy of the decision of the Arbitrator or Board of Arbitration, exclusive of the reasons therefor and certified by the Arbitrator or the Chair of the Board of Arbitration to be a true copy of the decision, whereupon the decision shall be entered in the same way as a judgment or order of that court and is enforceable as such.

20.11 There shall be no reprisals of any kind taken against any person because of participation in the grievance or complaint or arbitration procedure under this Agreement.

20.12 Should the investigation or processing of a grievance require that an involved Teacher be released from regular duties, the Teacher shall be released without loss of salary or benefits.

20.13 Cost of Arbitration

The fees for a single Arbitrator, or a Chair of a Board of Arbitration, shall be shared equally by the parties and such expenditures and fees shall be paid within sixty (60) days after the date of the decision of the Arbitrator.

ARTICLE 21 – PROFESSIONAL DEVELOPMENT

- 21.01 A Long Term Occasional Teacher who is scheduled to work when there is a Professional Development Day shall be required to participate in the scheduled activities and shall be paid for such day provided the teacher attends and participates.
- 21.02 a) Short Term Occasional Teachers shall be entitled to participate in the Board's Professional Development Days without pay.
- b) In the event a Short Term Occasional Teacher is required by the Board to attend a Professional Development Day, the teacher shall receive the normal rate of pay for the day. Such paid attendance shall be credited towards the number of consecutive days leading to a long term occasional assignment if such is in progress.
- 21.03 Occasional teachers are entitled to participate in Board offered professional development sessions on a voluntary basis.

Appendix A

Date: September 1, 2020

To: Principals-Secondary
Vice-Principals-Secondary

Copy: Robert Wightman, President, Secondary Occasional Teachers' Bargaining Unit

From: Mark Haarmann, Associate Director, School Support Services
Jamie Robertson, Superintendent, Human Resources Support Services

Re: Secondary Occasional Teachers' Collective Agreement

The Secondary Occasional Teacher Bargaining Unit has raised concerns through collective bargaining regarding half-day assignments.

Generally, secondary occasional teachers assume that a half-day assignment on PAM is either a.m. or p.m. In circumstances where the half-day assignment is not an a.m. or p.m. assignment (i.e. period 1/period 5, period 1/period 4), additional information should be provided on PAM—specifically, the start and finish times, or a message indicating the periods that coverage is required.

Further, those half-day assignments which are either Early Release or Late Start days should be identified as such on the PAM system when an occasional teacher is required.

In accordance with Article 11.01 of the Collective Agreement, the occasional teacher should still be assigned a timetable as close to that of the absent teacher as possible and should not be expected to work 5 compressed instructional periods.

Your attention to this matter is appreciated.

Mark Haarmann
Associate Director
School Support Services

Jamie Robertson
Superintendent
Human Resources Support Services

LETTER OF INTENT #1

RE: FAMILY RESPONSIBILITY DAYS

At recent collective bargaining negotiations, the Board and the Union discussed the use of Family Responsibility Days. It was agreed that the Parties would meet to discuss potential options for expanding the criteria. This matter will be referred to the Liaison Committee for discussion.

LETTER OF INTENT #2

RE: EMPLOYEE WELLNESS

At recent collective bargaining negotiations, the Board and the Union discussed the ongoing impacts on employee health and wellness. It was agreed that the Parties would continue to discuss this issue through the Liaison Committee about the National Standard of Canada for Psychological Health and Safety in the Workplace.

LETTER OF INTENT #3

RE: EQUITY INITIATIVES

In support of providing information and input to the Board's Equity initiatives, the opportunity for meetings will be arranged for OTBU representatives and the incoming Superintendent of Equity. OTBU shall support the Board's equity initiatives through participation on any equity committees that may be established for this purpose.

LETTER OF INTENT #4

RE: LTO HIRING PROCESSES

At recent collective bargaining negotiations, it was determined that a committee comprised of three (3) members of the Bargaining Unit and three (3) representatives of the Board will meet to review the issue of the LTO hiring processes and provide recommendations to improve the process.

The committee will commit to complete its work by December 31, 2020. Notwithstanding the foregoing, the committee may agree to extend its work beyond this date.

LETTER OF UNDERSTANDING #1

RE: LIAISON COMMITTEE

At recent collective bargaining negotiations, the Parties agreed to refer the following issues to the Liaison Committee for discussion:

- Issues arising regarding the equitable call-out of occasional teachers;
- Issues arising regarding Occasional Teacher's timetable changing once a position has been accepted.
- OT Roster size
- Issues arising out of monthly Fill Rates
- Matters arising out of hiring of secondary OT

LETTER OF UNDERSTANDING #2

RE: PARTIAL DAY ASSIGNMENTS – RATES OF PAY

At recent collective bargaining negotiations, the Parties agreed that there were inconsistencies across the Board regarding how partial day assignments were paid. The Parties agreed that it was in the interests of all that the practice regarding the payment of partial day assignments be standardized across the Board. The Board agreed that through the work of the Manager of Human Resources, Academic and following consultation with Principals, Vice Principals and the Union, the Board would establish a consistent practice regarding payment.

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Collective Agreement

Between

Ontario Secondary School Teachers' Federation

District 19 – Peel Region

and

Peel District School Board

September 1, 2019 to August 31, 2022

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Ontario Secondary School Teachers' Federation, District 19 & Peel District School Board

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PART A

CENTRAL AGREEMENT BETWEEN:

THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
(hereinafter called "OPSBA")

- and –

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 19
(hereinafter called the "OSSTF/FEESO")

September 1, 2019 to August 31, 2022

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or

- iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.

- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers’ benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers’ benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers’ benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers’ Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as “Appendix H”) for job classifications that are eligible for benefits.
- b) The FTE used to determine the board’s benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.

- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge

and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:	
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.	
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3	
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.	
First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____

Date of Assessment: dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy			

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

**LETTER OF AGREEMENT #2
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.
- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
 - a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
 - b) Discussions may only include local language pertaining to class size and PTC or equivalent.

- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;

- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement ("OSSTF represented employees") and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.

- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees’ Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) “Total cost” means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier’s most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.

- ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,
 then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.

- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements

to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties.

Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

PART B

LOCAL AGREEMENT BETWEEN:

THE PEEL DISTRICT SCHOOL BOARD
(hereinafter called "The Board")

- and –

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(hereinafter called "The Union")

September 1, 2019 to August 31, 2022

ARTICLE 1: PURPOSE AND SCOPE

- 1.01 It is the desire of both parties to specify within this Agreement and its Appendices the entitlement of those Teachers covered by this Agreement as to salary, allowances, monetary benefits and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.
- 1.02 This Agreement shall apply to all Teachers in the Bargaining Unit.

ARTICLE 2: DEFINITIONS

2.01 In this Agreement, unless something in the subject matter or context is inconsistent therewith,

- a) "Agreement" means this Collective Agreement and its Appendices.
- b) "Bargaining Unit" means all Teachers in the Board's secondary teachers' bargaining unit which does not include occasional teachers, as defined by Part X.1 of the Education Act as amended from time to time.
- c) "Bargaining Unit Executive" means the officers of the Union who are employed by the Board and elected to represent the Bargaining Unit.
- d) "District" means Ontario Secondary School Teachers' Federation, District 19, it being understood that the Bargaining Unit constitutes part of the District's membership.
- e) "occasional teacher" means an occasional teacher as defined by the Education Act.
- f) "party" shall mean the Board, or the Bargaining Unit Executive acting on behalf of the Union.
- g) "probationary teacher" means a probationary teacher as defined by Article 8 of this Agreement.
- h) "Teacher" means a Teacher who is employed by the Board in the Bargaining Unit.
- i) "Union" means the Ontario Secondary School Teachers' Federation.

ARTICLE 3: AMENDMENTS

- 3.01 Amendments to Part B of this Agreement shall be made only by mutual agreement in writing of the Board and the Bargaining Unit Executive, after ratification by the Bargaining Unit and the Board.
- 3.02 Part B of this Agreement shall supersede all previous local agreements. Except for error, inadvertence, or omissions, it shall form the basis of computing all salaries and determining other conditions defined herein.

ARTICLE 4: RECOGNITION

- 4.01 The Board recognizes the Union as the sole collective bargaining agent for all Teachers in the Bargaining Unit.
- 4.02 The Board recognizes the Bargaining Unit's Negotiating Committee, as the official Committee representing the Bargaining Unit and negotiating on its behalf, and agrees to meet with up to five (5) members of the Negotiating Committee for the purpose of negotiating a renewal of this Agreement.
- 4.03 The Board recognizes the right of the Union to authorize its representatives or any other agent(s) to assist the Bargaining Unit's Negotiating Committee.
- 4.04 The Union recognizes the Board's Negotiations Committee as the authorized representative of the Board, and agrees to meet with up to seven (7) members of that Committee for the purpose of negotiating a renewal of this Agreement.
- 4.05 The Union recognizes the right of the Board to authorize any other agent(s) to assist the Board's Negotiations Committee.
- 4.06 Federation Officers
 - a) The Board agrees to permit the equivalent of up to eight (8) Teachers appointed by the Bargaining Unit to be exempted from teaching duties for each year of this Agreement. The requests for assignment under this clause 4.06 a) will be made by May 15 preceding the school year during which the assignment is in effect. In the event such request cannot be made by May 15, the Bargaining Unit will provide names to the Board as soon as possible after such appointment. Each such assignment shall be for two (2) full academic years. Costs for the assignment will be assumed by the Bargaining Unit, based on the following:
 - 1) For the President, Chief Negotiator, two (2) Vice-Presidents and Benefits Information Officer, it shall pay the cost of the salary and benefits of the replacement Teacher, based on the salary for Category 3, Step 0, and the Board shall pay the cost of the Teachers on assignment as such Federation Officers.
 - 2) For the other Teachers appointed under this clause, it shall pay the actual cost of salary and benefits of the Teachers, and the Board shall pay for their replacements.

ARTICLE 4: RECOGNITION (CONTINUED)

4.06 Federation Officers (Continued)

- b) The Board agrees to permit paid short-term leave for up to seven (7) Teachers for purposes of attending negotiations meetings (including Conciliation and Mediation) with the Board and for this purpose the Federation agrees to compensate the Board at the current qualified occasional Teacher rate.
- c) The Board agrees to permit paid short-term leave for Bargaining Unit representatives to attend to Federation business at the request of the Bargaining Unit Executive, provided that such leave shall not interfere unduly with the Teacher's or the school's instructional programs. One designated Bargaining Unit representative in each school may receive up to two (2) days of paid short-term leave each school year. The Bargaining Unit shall compensate the Board for such leaves at the current qualified occasional Teacher rate.

4.07 When a Teacher is elected to a position with OSSTF provincial office, the Teacher will be granted a leave of absence, provided the Teacher notifies the Board of the need for the leave, no later than March 31st, for the following school year. The Board shall continue to pay the salary and benefits of the Teacher on leave and OSSTF agrees to reimburse the Board for the cost of such salary and benefits. A Teacher returning from leave shall return to the same or comparable position occupied prior to taking the leave, if one still exists.

- 4.08
- a) If the Board requires a Teacher to meet with his/her supervisor in order to receive a letter regarding attendance issues, formal reprimand, suspension, or discharge, the supervisor will inform the Teacher that he/she has the right to have an OSSTF representative present prior to the meeting.
 - b) If the Board requires a Teacher to meet with his/her supervisor in order to receive a letter regarding attendance issues, the President of the Bargaining Unit will be notified prior to the meeting.

4.09 Where a classroom teacher is requested to serve as a member on a joint employer/employee committee by a member of the Directors' office or the Superintendent/Director or Assistant Director of Human Resources, the Board shall grant paid release time if the meeting is held during work hours.

ARTICLE 4: RECOGNITION (CONTINUED)

4.10 The Employer shall provide the bargaining unit with information relating to the following matters, for employees within the bargaining unit:

- (a) By the end of October of each school year, a list of employees showing their names, work locations, home addresses, job titles and dates of hire;
- (b) Within the first week of the school year and within a week of any staffing reorganization, a list of all staff, in all work sites;
- (c) At the beginning of each semester, a list of all employees who are no longer employed by the Board;
- (d) At the beginning of each semester, a list of all employees on leaves and the type of leaves they are on.

Notwithstanding the above timelines, the Employer shall make best efforts to provide any of these lists upon request within a week of the request.

ARTICLE 5: UNION DUES AND ASSESSMENTS

5.01 Teachers Bargaining Unit Levy

The Bargaining Unit Executive shall notify the Board no later than June 30th of the total amount to be deducted for the Teachers Bargaining Unit Levy in accordance with its constitution and by-laws. The amount will be deducted from the Teacher's pay during the school year at intervals to be agreed upon between the Union and the Board. The Board will forward the sum of the deduction to the District within one month of the deduction being made.

5.02 Union Dues

During the term of this Agreement, the Board agrees to deduct, from each pay of each Teacher, the regular Union dues currently in effect according to the constitution and by-laws of the Union. The Union shall notify the Board in writing, no later than November 30 for the following January and no later than June 30 for the following September, of any changes to the amount of dues currently in effect according to its constitution and by-laws. The amount deducted shall be remitted to the Treasurer of the Union, 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth day following the month in which the deductions are made.

- 5.03 The Union hereby indemnifies and saves the Board harmless with respect to all claims, suits, attachments and any form of liability as a result of the deduction and remittance of the Teachers Bargaining Unit Levy and Union Dues pursuant to article 5.01 and article 5.02.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6.01 a) There shall be no strike or lockout during the term of this Collective Agreement. The terms “strike” and “lockout” shall be as defined in the *Ontario Labour Relations Act*.
- b) No Teacher shall be expected to perform duties carried out by non-teacher employees of the Board should such employees be involved in strike action against the Board.

ARTICLE 7: GRIEVANCE PROCEDURE

7.01 Definitions

The following definitions shall apply in this Article:

- a) A "grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- b) A "party" shall be defined as:
 - 1) the Bargaining Unit Executive; or
 - 2) the Board.
- c) In this Article, "days" shall mean instructional days unless otherwise indicated.
- d) A "supervisor" shall mean Principal or appropriate Superintendent, whichever is the immediate supervisor of the complainant.

7.02 Informal Stage

If a Teacher is unable to resolve a complaint informally, the Teacher may with the concurrence of the Bargaining Unit Executive initiate a complaint with his/her supervisor who shall answer the complaint in writing (if requested) within ten (10) days of receipt of the complaint. The problem must be brought to the attention of the supervisor within fifteen (15) days after the Teacher becomes aware, or would reasonably be expected to have become aware, of the circumstances giving rise to the complaint.

7.03 Formal Stage

- a) If the Teacher is not satisfied with the decision regarding the complaint then the Bargaining Unit Executive may within ten (10) days take the matter up as a grievance in the following manner and sequence:

- b) Step 1

The Bargaining Unit Executive may initiate a written grievance with the Superintendent of Education through the Superintendent/Director of Human Resources Support Services. The Superintendent of Education may convene a meeting with the grieving Teacher and a representative of the Bargaining Unit Executive and such others as the Superintendent of Education requires within ten (10) days of receipt of the grievance.

ARTICLE 7: GRIEVANCE PROCEDURE (CONTINUED)

7.03 b) Step 1 (Continued)

The decision, in writing, to the Bargaining Unit Executive shall be rendered within ten (10) days following the meeting.

The grievance shall contain:

- 1) a description of how the alleged dispute is in violation of the Agreement;
- 2) a statement of the facts to support such grievance, including the specific Article(s) violated;
- 3) the remedy sought; and
- 4) the signature of the President of the Bargaining Unit or designate.

Notwithstanding the above and where the Teachers and Board agree that it is appropriate, a grievance may proceed directly to Step 2, Step 3, or Step 4.

c) Step 2

If the reply of the Superintendent of Education is unacceptable to the Bargaining Unit Executive, a written request will be made within ten (10) days to the Superintendent/Director of Human Resources Support Services or designate. The Superintendent/Director of Human Resources Support Services, or designate, may convene a meeting with a representative of the Bargaining Unit Executive. If a meeting is held, the decision, in writing, shall be rendered to the Bargaining Unit Executive within ten (10) days of the meeting. In the absence of a meeting, Superintendent/Director of Human Resources Support Services or designate will render their decision, in writing, within twenty (20) days of receipt of the grievance.

d) Step 3

If the reply of the Superintendent/Director of Human Resources Support Services, or designate, is not acceptable to the Bargaining Unit Executive, a written request will be made within ten (10) days to the Board's Grievance Committee through the Superintendent/Director of Human Resources Support Services. The Board's Grievance Committee shall convene a meeting within twelve (12) days to deal with the grievance. The Grievor may attend the Step 3 grievance meeting.

ARTICLE 7: GRIEVANCE PROCEDURE (CONTINUED)

e) Step 4

If the reply of the Board's Grievance Committee is unacceptable, the Bargaining Unit Executive may then apply for Arbitration within ten (10) days of the receipt of the reply.

7.04 a) A complaint or grievance arising directly between the Board and the Union or the Bargaining Unit Executive must be initiated by either the Board or the Bargaining Unit Executive commencing with Step 2 within ten (10) days of the occurrence complained of.

b) A complaint or grievance arising directly between the Board and the Bargaining Unit Executive on behalf of a retired or deceased member must be initiated by either the Board or the Bargaining Unit Executive commencing with Step 2.

7.05 Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may select to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

7.06 Arbitration

a) The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the parties fail to agree upon an arbitrator within five (5) days of receipt of the written notification of desire to move to arbitration, the appointment shall be made by the Minister of Labour upon the request of either party.

b) Upon written request of either party, the grievance shall be submitted to a Board of Arbitration. The written request shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon a Chairperson within five (5) days, the appointment shall be made by the Minister of Labour upon request of either party.

ARTICLE 7: GRIEVANCE PROCEDURE (CONTINUED)

7.06 Arbitration (Continued)

- c) The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the Arbitration Board but, if there is no majority, the decision of the Chair governs.
- d) The Arbitrator or Arbitration Board, as the case may be, shall not, by his or her or its decision, add to, delete from, modify or otherwise amend the provisions of the Agreement.

7.07 Time restrictions may be extended if mutually agreed in writing. Where the time restrictions or any agreed extensions have expired:

- a) the Bargaining Unit Executive may proceed to the next step of the procedure if the appropriate Board official exceeds the time allowed to act;
- b) the Board may consider the grievance abandoned if the Teacher, Bargaining Unit Executive or Union, as the case may be, exceeds the time allowed to act.

7.08 It is anticipated that the single Arbitrator or Board of Arbitration will make every effort to render its written decision thirty (30) days from the date of the completion of the hearing of the grievance.

7.09 The single Arbitrator or Board of Arbitration shall have the power to modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision, it considers just and equitable in the circumstances.

7.10 The decision of an Arbitrator or the Arbitration Board is final and binding and shall be implemented by the appropriate authorities. Where a party fails to comply with any of the terms of a decision of an Arbitrator or Board of Arbitration, any party affected by the decision may file in the office of the Registrar of the Supreme Court a copy of the decision of the Arbitrator or Board of Arbitration, exclusive of the reasons therefor and certified by the Arbitrator or the Chair of the Board of Arbitration to be a true copy of the decision, whereupon the decision shall be entered in the same way as a judgment or order of that court and is enforceable as such.

7.11 There shall be no reprisals of any kind taken against any person because of participation in the grievance or complaint or arbitration procedure under this Agreement.

ARTICLE 7: GRIEVANCE PROCEDURE (CONTINUED)

7.12 Should the investigation or processing of a grievance require that an involved Teacher be released from regular duties, the Teacher shall be released without loss of salary or benefits.

7.13 Cost of Arbitration

The fees for a single Arbitrator, or a Chair of a Board of Arbitration, shall be shared equally by the parties and such expenditures and fees shall be paid within sixty (60) days after the date of the decision of the Arbitrator.

ARTICLE 8 - PROBATIONARY TEACHERS

- 8.01 Newly hired Teachers shall serve a probationary period of 194 school days. If the Teacher receives one or more performance appraisals which are other than "satisfactory" during the first 194 school days, the probationary period may be extended by the Board for a further 194 school days or until such time as a newly hired Teacher to an Ontario publicly funded board receives two (2) satisfactory performance appraisals or, a newly hired experienced Teacher, from an Ontario publicly funded board, receives one (1) satisfactory performance appraisal. The probationary period may also be extended by mutual agreement of the Board and the Bargaining Unit Executive and the Teacher, pursuant to such terms and conditions as they may consider reasonable in the circumstances.
- 8.02 Both during and after the probationary period a Teacher must maintain membership in good standing in the Ontario College of Teachers in accordance with the *College of Teachers' Act*.

ARTICLE 9: MANAGEMENT RIGHTS

- 9.01 Save and except to the extent modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively and without limitation with the Board and its administration.
- 9.02 Without limiting the generality of the foregoing, subject only to the specific provisions of this Agreement and the right of any Teacher to lodge a grievance under the grievance procedures herein provided for, the Teachers and the Union recognize and accept that it is the right of the Board to:
- a) hire, transfer, promote, demote, classify, direct, assign or layoff;
 - b) suspend with or without pay, discharge or otherwise discipline Teachers, subject to 9.04;
 - c) plan and direct the nature and quality of teaching programs, the number of Teachers to be employed, the number of students to be allocated to a program, the subjects to be taught, the designation of positions of responsibility, the hours and days of teaching and instruction, and such other duties and responsibilities of the Board as are outlined in the statutes and regulations pertaining to education and labour in the Province of Ontario; and
 - d) to make, enforce, and alter from time to time, rules, regulations and policies governing Teachers in their employment.
- 9.03 The Board agrees that it will not exercise its rights in a manner inconsistent with the provisions of this Agreement or governing statutes, and the express provisions of this Agreement and any governing statutes constitute the only limitations upon the Board's rights.
- 9.04
- a) No Teacher shall be discharged, demoted, disciplined or suspended without just cause.
 - b) The parties agree that 9.04 a) above does not apply to:
 - 1) assignment and transfer of Teachers; and
 - 2) performance appraisal reports unless resulting in dismissal.
 - c) It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the discharge of probationary Teachers.

ARTICLE 9: MANAGEMENT RIGHTS (CONTINUED)

- 9.04 d) Upon written request of the teacher to the Superintendent/Director of Human Resources, documents contained in the teacher's personnel file which are disciplinary in nature and all supporting documents shall be removed from the file two (2) years after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary materials regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in a teacher's file for five (5) years after the date of issue, unless further similar disciplinary action has occurred during that period. After five (5) years, the teacher may make a written request to the Superintendent/Director of Human Resources to have the documents removed.

- 1) The Human Resources Department shall maintain the only official Board personnel file for each Teacher in a secure location and confidential manner.
 - 2) A Teacher shall have access to the Teacher's own file. They shall be available and open to the Teacher for inspection in the presence of a Board Human Resources Department Officer at a mutually agreeable time during the regular working hours of the Human Resources Department.
- 9.05 The Board agrees that any proposed changes in policy of the Board which will directly affect Teachers shall be communicated to the President of the Bargaining Unit by the applicable member of the Senior Administration, or designate. After such communication, if the Bargaining Unit Executive wishes to enter into discussion of the subject, the Board would be willing to consider the input achieved as a result of such discussion before a final decision is made by the Board. The final decision of the Board will be communicated to the President of the Bargaining Unit, or designate.
- 9.06 The Bargaining Unit Executive shall appoint one of its members as a delegate to the Instructional Programs/Curriculum Committee of the Board. Such a delegate shall have the right to:
- a) receive all material published for general distribution which will be made available to the Instructional Programs/Curriculum Committee;
 - b) make comment about matters relevant to the Teachers; and
 - c) ask questions which might arise from briefs, reports and delegations coming before the Instructional Programs/Curriculum Committee.
- 9.07 Secondary Teachers who are appointed as Consultants, Co-ordinators or to other positions with Board-wide responsibilities, shall remain members of the bargaining unit.

ARTICLE 10: PREGNANCY/PARENTAL LEAVE

- 10.01 Pregnancy and Parental Leaves of Absence shall be granted to a Teacher who has completed thirteen (13) weeks of continuous service and shall be governed by the terms of the Employment Standards Act as amended.
- 10.02 Pursuant to the terms of the Act, a Teacher should notify the Principal of the pregnancy, or the intention to take Parental Leave, as soon as possible but at least two (2) weeks preceding the estimated date of the commencement of the leave.
- 10.03 The Pregnancy and Parental Leave under Article 10.01 may be extended as a Leave of Absence without pay to a maximum cumulative total of three (3) years by mutual agreement of the Teacher and the Board. The first extension will only be approved so as to terminate at the end of a semester, or in a non-semestered school at the end of a term or natural break in the school year (i.e. Christmas or after March Break), or at another time at the discretion of the Superintendent/Director of Human Resources Support Services. Any additional extensions will only be approved for a full academic year, or a full semester in a semestered school, or the end of a term in a non-semestered school.
- 10.04 A Teacher on Pregnancy Leave or Parental Leave is considered to be employed by the Board and may not accept employment with another Board, except for short-term occasional assignments, night school or summer school courses either during the leave or at its conclusion, unless the Board has accepted the Teacher's resignation.
- 10.05 Parental Leave of up to sixty-one (61) weeks for a Teacher who takes a Pregnancy leave or up to sixty-three (63) weeks for other Teachers shall be available to a Teacher in accordance with the terms of the *Employment Standards Act*, and subject to the following:
- a) biological mothers - immediately following Pregnancy Leave.
 - b) other parents as defined by the *Employment Standards Act* - within seventy-eight (78) weeks of the child being born, or in the case of adoption, coming into care.

For planned Parental Leaves, Teachers should notify the Principal and arrange a suitable date for the commencement of the Leave as far in advance as possible, but shall do so not less than two (2) weeks prior to the day on which the Leave will commence. For Parental Leave for adoption purposes, Teachers should notify the Principal of intent to adopt at least three (3) months prior to the adoption, on the understanding that it may be necessary to commence the Leave immediately the child becomes available.

ARTICLE 10: PREGNANCY/PARENTAL LEAVE (CONTINUED)

- 10.06 a) The Board shall pay its normal premium contributions for any plan under Article 25 in which a Teacher who is on Pregnancy Leave or Parental Leave participates, for the period of leave required by the *Employment Standards Act*, but not during the period of any further extension of leave granted pursuant to Article 10.03. Such benefits shall be subject to the rights of the insurer.
- b) A Teacher granted a Pregnancy Leave or Parental Leave pursuant to this Article shall be compensated by the Board under an Employment Insurance Commission of Canada ("E.I.C.") approved supplementary benefit plan provided that the Teacher:
- 1) is eligible for Pregnancy or Parental Leave benefits under Employment Insurance ("E.I.") laws and regulations; and
 - 2) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.

The plan will pay:

- A) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- B) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- C) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in A) above, with the length of the SEB benefit limited by the term of the assignment.
- D) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- E) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

ARTICLE 10: PREGNANCY/PARENTAL LEAVE (CONTINUED)

- F) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
 - G) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
 - H) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
 - I) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
 - J) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
 - K) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
 - L) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STDLP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
- 10.06 c) Except as provided for in paragraphs a) and b), Teachers on Pregnancy Leave or Parental Leave shall not be paid a salary or employee benefits during the period of Leave.

ARTICLE 10: PREGNANCY/PARENTAL LEAVE (CONTINUED)

- 10.07 Following the Teacher's return to duty, the Teacher shall be guaranteed the same position at the same school, where possible, or failing that, an equivalent position to that which was held at the commencement of the Leave, or any other employment mutually agreed to by the Teacher and the Board, subject to Article 16.
- 10.08 When the Teacher reports for work upon the expiration of the Leave, the Board shall permit the Teacher to resume work with no loss of seniority or benefits accrued to the commencement of the Pregnancy and/or Parental Leave.

ARTICLE 11: SPECIAL LEAVE OF ABSENCE

- 11.01 Special leave may be granted in accordance with Board policy.
- 11.02 Application for special leaves of absence shall be presented to the Board accompanied by a recommendation of the appropriate supervisory officer. The Board shall notify the applicant of its decision.
- 11.03 Teachers on special leave of absence shall not be paid a salary or employee benefits during the period of the leave, but they may retain their membership in any plan under Article 25, by paying full premiums (subject to the rights of the insurer).
- 11.04 A Teacher on special leave of absence is considered to be employed by the Board and may not accept employment with another Board either during the leave or on its conclusion unless the Board has accepted the Teacher's resignation.
- 11.05 A Teacher taking special leave of absence shall be expected to notify the Board prior to February 1st whether or not he/she intends to return to his/her position with the Board in the following September.
- 11.06 Following the Teacher's return to duty, the Teacher shall be guaranteed the same position at the same school, where possible, or failing that, an equivalent position to that which was held at the commencement of the leave, or any other position mutually consented to by the Teacher and the Board, subject to Article 16.
- 11.07 Leaves granted under Article 11 are subject to the approval of the Superintendent/Director of Human Resources Support Services in consultation with the Teacher's Principal and Superintendent of Education.

ARTICLE 12: TEACHER FUNDED LEAVES

- 12.01 Participation in one of the plans shall normally be granted to any Teacher who has at least three (3) years seniority with the Board. The duration of the Leave shall be for one semester (in a semestered school only), one year or two years.
- 12.02 Any Teacher wishing to participate in one of the plans must make written application to the Superintendent/Director of Human Resources Support Services on or before January 31st requesting permission to participate in a plan. Such requests shall be forwarded to a Teacher Funded Leave Committee, consisting of three (3) Teacher appointees and three (3) Board appointees.
- 12.03 Selection of Teachers for one of the plans shall be made by the Teacher Funded Leave Committee, subject to final approval by the Board, no later than the first Board meeting in March.
- 12.04 No more than one hundred and fifty (150) Teachers shall be absent from teaching duties in accordance with these plans in any one year.
- 12.05 The Teacher shall be notified by the Board of the Board's decision by April 1st in the school year the original request was made as to the disposition of the Teacher's request.
- 12.06 Following the Teacher's return to duty the Teacher shall be guaranteed the same position at the same school, where possible, or failing that, an equivalent position to that which was held at the commencement of the leave, or any other position mutually consented to by the Teacher and the Board, subject to Article 16 of this Agreement.
- 12.07 A Teacher on a Teacher Funded Leave shall continue to accrue full seniority.
- 12.08 While a Teacher is enrolled in one of the plans, and not on leave, any benefits tied to salary level shall be structured according to the salary the Teacher would have received had they not been in one of the plans.
- 12.09 All applications must be submitted on the proper form and must clearly state:
- a) the date the leave is to commence
 - b) the number of teaching years prior to taking leave
 - c) the length of the leave

ARTICLE 12: TEACHER FUNDED LEAVES (CONTINUED)

- 12.10 All Teachers wishing to participate in one of the plans shall be required to sign a Memorandum of Agreement contained in Appendix A before final approval for participation will be granted.
- 12.11 A Teacher, upon written notice to the Teacher Funded Leave Committee, may withdraw from a plan anytime up to January 15th in the school year prior to the school year in which the leave of absence commences. Notwithstanding the notice requirement above, in circumstances where taking the leave would cause personal hardship to a Teacher the Teacher may withdraw from the plan after January 15 with the approval of the Superintendent/Director of Human Resources Support Services. In such cases the Teacher shall be placed in the most suitable, available vacancy. The Teacher will be considered to be on an alternate term assignment and will be included in the School Staff of the Teacher's regular school for the ensuing school year in accordance with Article 16. Upon withdrawal from a plan, the full amount of salary withheld along with any accrued interest, shall be repaid to the Teacher within sixty days of notification of desire to leave a plan or otherwise if the Teacher and the Board so mutually decide. A \$25.00 administration charge shall be levied for Teachers who withdraw from a plan once deductions have commenced.
- 12.12 If a Teacher leaves the employ of the Board prior to taking the leave, the Teacher shall be paid the full amount of salary withheld, along with any accrued interest, as in 12.11 above. If the Teacher dies before taking the leave, the full amount of salary withheld along with any accrued interest shall be paid to the Teacher's estate or designated beneficiary.
- 12.13 The Board and the Bargaining Unit assume no responsibility for any consequences arising out of the implementation of these plans related to the effect on a Teacher's pension benefits or income tax implications.
- 12.14 Holdback Salary Leave Plan
- a) Deductions are to be made as a percentage of the Total Salary of the Teacher for each pay period prior to the leave.
 - b) The Board shall make an additional deduction of the minimum amount required to permit contributions to the Ontario Teachers' Pension Plan for the year of leave.
 - c) The salary held back by the Board shall be placed in a Trust Account in the Ontario Educational Credit Union Limited in the Teacher's name.

ARTICLE 12: TEACHER FUNDED LEAVES (CONTINUED)

12.14 Holdback Salary Leave Plan (Continued)

- d) At the commencement of the leave the Board shall authorize the Credit Union to release the Trust Account to the Teacher.
- e) The Board shall pay a salary equal to the amount deducted in 12.14 a) to each Teacher on this leave plan on the first salary payment date for the period of the leave.
- f) A Teacher's employee benefits will be maintained by the Board during the leave of absence; however, the premium costs of all employee benefits, during the year of the leave, shall be paid by the Teacher.

12.15 Deferred Salary Leave Plan

- a) In each year of the plan, preceding the period of leave, a Teacher will be paid a reduced percentage of their Total Salary. The remaining percentage of the annual salary will be deferred and this accumulated amount plus any interest earned shall be retained by the Board to be paid to the Teacher in the period of the leave.
- b) The calculation of interest under the terms of this plan shall be done monthly (not in advance). The interest paid shall be calculated by averaging the interest rates in effect on the last day of each month for a True Savings Account, one (1) Year Term Deposit, a three (3) Year Term Deposit and a five (5) Year Term Deposit. The rates for each of the accounts identified will be those quoted by the financial institution with which the Board deals.
- c) In the period of the leave the Board shall pay to the Teacher the total money deferred plus all accrued interest in accordance with Article 24.12.

ARTICLE 12: TEACHER FUNDED LEAVES (CONTINUED)

- d) During the year of the leave, interest shall be paid as follows:
 - 1) A one-time calculation will be made on August 15 so that the interest recognition for the year will be applied prior to September's first pay.
 - 2) The interest rate to be used will be calculated the same as in the deferred years as in b) above.
 - 3) These rates will be applied to the average amount on deposit for the period of the leave and added to the accumulated balance at the end of August.
- e) The Board shall deduct from this amount any monies required for Income Tax, Employment Insurance, Canada Pension Plan.
- f) A Teacher's employee benefits will be maintained by the Board during the leave of absence; however, the premium costs of the benefits shall be paid by the Teacher

ARTICLE 13: PERSONAL LEAVES OF ABSENCE

13.01 Leaves without loss of income or deductions from Sick Leave Credits:

Death - spouse, father, stepfather, mother, stepmother, child, stepchild, brother, sister, mother or father-in-law, total dependent, ward (legal guardian)	3 days
Death - son or daughter-in-law, brother or sister-in-law, grandparents, grandchild	2 days
Serious illness of the above	1 day
Compassionate Leave with the approval of appropriate official	5 days
Funeral of relative not mentioned above, or close friend	1 day
Parent at birth of child	2 days
Time of adoption of child (granted to a spouse/partner not taking a parental leave)	2 days
Examinations - up to 1 day per examination depending on time and place	1 day
Graduations - self, spouse, child, parent (beyond secondary)	1 day
Holy/Creed Days	3 days
Canadian Citizenship Ceremony – self	1 day
Military Service	2 wks paid Unlimited unpaid

(Application must be accompanied by letter from a Commanding Officer confirming the employee will be on military duty and stating the expected start and end date of the military duty. Only available during time of war or state of emergency.)

Court Appearance - Jury Duty, Section 231, Sub-section 5, *Education Act*

Quarantine - Period required by Medical Officer of Health

At the discretion of the Superintendent/Director of Human Resources Support Services, other and/or additional personal leaves may be granted.

ARTICLE 13: PERSONAL LEAVES OF ABSENCE (CONTINUED)

OTHER LEAVES OF ABSENCE

13.02 Personal Leaves of Absence With Loss of Pay

- a) Leave requested by the Teacher for personal reasons
This Leave will not be used to extend vacations. 2 days maximum
- b) Leave of Absence Without Pay for one full academic year, or one full semester in a semestered school, for personal reasons (reasons to be stated), may be granted to teaching personnel at the discretion of the Superintendent/Director of Human Resources Support Services provided that the leave does not interfere with the reasonable operation of the school and is not detrimental to students.
- Applications must be received not later than January 31st of the school year prior to the leave year, unless the Superintendent/Director of Human Resources consents in writing to an extension.
- c) At the discretion of the Superintendent/Director of Human Resources Support Services, other and/or additional personal leaves of absence with accompanying loss of salary may be granted.

13.03 Family Responsibility

In accordance with Board policy and procedures, the Principal or Supervisor may approve up to five (5) days (pro-rated for part-time Teachers) per year (September 1st – August 31st) for a Teacher to attend to urgent family responsibilities.

Urgent family responsibilities are events which:

- are unplanned or out of the Teacher's control; and,
- involve the possibility of serious negative consequences, including physical or emotional harm, if it is not attended to; and;
- cannot reasonably be attended to outside of normal working hours.

ARTICLE 14: JOINT STAFFING COMMITTEE (J.S.C)

- 14.01 a) The Joint Staffing Committee (J.S.C.) will operate on a school year basis and the parties shall appoint their representatives for the next school year by May 30 each year.
- b) The J.S.C. shall have equal representation from the Board and the Bargaining Unit as follows:
- the President of the Bargaining Unit or designate;
 - the Chief Negotiator of the Bargaining Unit or designate;
 - the Staffing Officer of the Bargaining Unit or designate;
 - one additional representative appointed by the Bargaining Unit;
 - the Superintendent/Director of Human Resources Support Services or designate;
 - a Superintendent of Education or designate;
 - the Board's Manager of Staffing or designate; and
 - one additional representative appointed by the Board.
- c) One of the Bargaining Unit's members on the J.S.C. shall be released from teaching duties in order to attend meetings and do the work of the J.S.C. This Teacher will act as Chair of the J.S.C. The Teacher time allotment for the member shall neither be assessed against the school of the member nor against the total staff allocation of the Region.
- d) The J.S.C. shall have regularly scheduled meetings and other meetings by mutual agreement of the parties.
- e) Following consideration of the programs and services required to maximize the learning opportunities for all students and support student success initiatives, the J.S.C. shall annually provide a staffing formula to the Board for approval, within two weeks of receiving enrolment projections for the following September from the Planning and Accommodation Support Services Department. This formula will be made available to the Bargaining Unit Executive before Board ratification. Such formula shall provide for an allocation for Guidance Counsellors and Teacher Librarians.
- f) The J.S.C. shall monitor the application of surplus and redundancy procedures and ensure that procedures are properly followed.

ARTICLE 14: JOINT STAFFING COMMITTEE (J.S.C) (CONTINUED)

- 14.01 g) The J.S.C. shall publish and distribute its calculations to all Staff Assignment Advisory Committees (S.A.A.C.). Upon the request of a S.A.A.C., one or more representatives of the Joint Staffing Committee shall meet with the S.A.A.C. to answer questions and review that school's staff allocation.
- h) The J.S.C. shall monitor and report the individual workload of all Teachers including class sizes and the number and pattern of supervision assigned in each school and conduct appropriate surveys from time to time for these purposes.
- i) Days for collection of data shall be as determined by the J.S.C. The S.A.A.C. will collect and review the data and forward it to the Bargaining Unit representatives of the J.S.C. within the timelines as established by the J.S.C. This data will be made available to Principals, and where possible will be checked against the Principals' report to the Ministry of Education and Training.
- j) Any information (such as projected enrollments, monthly attendance and drop-out figures on a school-by-school basis) required by the J.S.C. shall be provided by the Administration. The J.S.C. will receive the complete support of the Administration in gathering and verifying any and all data needed.
- k) The J.S.C. may visit schools or groups as it may be required or requested by the Administration, Principal or Branch President, in order to acquire any further needed information or to discuss the school program with the Staff, individually or collectively, on a consultative basis.
- l) The J.S.C. shall act as a resource on staffing issues to both the Bargaining Unit Executive and to the Peel District School Board. The J.S.C. shall issue reports for the Board, Bargaining Unit Executive, and at such times as are deemed appropriate, for other staff groups. The J.S.C. may present a joint report or if agreement is not present, a split report. Any reports issued by the J.S.C. will be issued to both the Bargaining Unit and the Board.
- m) The Superintendent responsible for Staffing, upon the recommendation of the J.S.C. shall authorize the allocation of formula and pool Teachers.

ARTICLE 14: JOINT STAFFING COMMITTEE (J.S.C) (CONTINUED)

- 14.01 n) The J.S.C. shall work in concert with the Planning and Accommodation Support Services Department for long-range planning.
- o) The J.S.C. shall regularly review its Class Size Limits. Annual adjustments to its Class Size Limits and other parameters shall be determined by the J.S.C. prior to the allocation of staff. In the event agreement on adjustments is not reached by the J.S.C., the existing Class Size Limits shall remain in place.
- p) i) Effective commencing September 1, 2020, the employer and District 19, OSSTF agree that the following class size limits are desirable to promote a positive learning environment.

<u>Category Code</u>	<u>Category (fifth character designation)</u>	<u>Limit 2020/21</u>
Cat "U"	Grade 10 Academic (D) Grades 11 to 12 University (U)	31
Cat "M"	Grades 11 to 12 University/College (M)	30
Cat "C"	College (C)	26
Cat "O"	Grades 9 to 12 Open (O)	28
Cat "D"	Grade 9 Academic (D)	29
Cat "L"	Limited Facility	21
Cat "P"	Grades 9 and 10 Applied (P)	22
Cat "E"	All Basic and Essential (B, 4, 3) and Workplace (E)	17
	All Locally Designed Compulsory Credit Courses (L)	
Cat "S"	All Vocational Level 1	15
	Credit Recovery	17
	Co-operative Education	25

- ii) A section of ILC shall have a limit equivalent to that of an Open (O) level section.

ARTICLE 14: JOINT STAFFING COMMITTEE (J.S.C) (CONTINUED)

14.01 p) ii) Continued

In addition to the Class Size Limits identified, a school may exceed the Class Size Limits above by up to two (2) students in up to five percent (5 %) of the classes in a school as per 14.01 p) i) above. Classes with "P"- Grade 9 and 10 Applied, "E" Basic, Essential and Workplace, "S" Vocational Level 1, and "L" - Limited Facility shall not exceed the class size limits.

It is understood and agreed that the protocol regarding Class Size Limits shall be reviewed and revised as necessary each year in accordance with Article 14.01 o). The Joint Staffing Committee shall make other revisions to its protocol on Class Size Limits as necessary in order to reflect the new collective agreement.

14.01 q) Teachers shall be allocated having regard for the Class Size Limits in 14.01 p) i).

- r) The Class Size Limits shall be achieved in semestered schools by October 15th (for semester 1) and by the Friday before March Break (for semester 2) and in non-semestered schools by October 15th.
- s) Effective September 1, 2020, no Teacher shall be assigned, in any school year, more than one (1) class per semester exceeding the Class Size Limit.
- t) For any multi-level class, maximum class size shall be determined by the lowest Class Size Limit.
- u) Classroom teaching staff will be assigned to each school in order to ensure that the average class size, in the aggregate, across all secondary schools operated by the Board shall meet the legislative requirements.

14.02 a) For purpose of E-Learning credit courses, staffing shall be allocated to achieve a maximum average class size consistent with E-Learning class size regulations or thirty (30) in absence of such regulations.

- b) As per the Central Agreement, no E-Learning credit course shall exceed thirty-five (35) students. Class size limits and flexibility as per 14.01 p) do not apply.
- c) All lesson preparation, evaluation, testing and reporting of marks for students taking electronically delivered credit courses shall be the responsibility of the Teacher assigned to the electronic classroom.

ARTICLE 15: STAFF ALLOCATION

15.01 Staff Assignment Advisory Committee

- a) Each Branch of the Bargaining Unit shall elect a Staff Assignment Advisory Committee. The Staff Assignment Advisory Committee shall be an advisory body to the Principal in determining staff assignments within the school. It is recognized that the Principal has the final responsibility and the duty under the Education Act. The Committee shall consist of the Principal or his/her designate, the Vice-Principal responsible for timetabling, the Branch President or designate and a second representative from the Branch Executive. The Committee shall be assisted by such other personnel as it may determine are appropriate.
- b) The Principal shall provide the Staff Assignment Advisory Committee with a statement of the number of Teachers currently on staff and their qualifications, the number of Teachers allocated to the school and the Option Tally at least two weeks before staff are to be declared Excess to School by the Principal in accordance with Article 16. The Committee shall maintain the confidentiality of individual qualifications.
- c) The Principal and the Staff Assignment Advisory Committee shall together review and evaluate the Option Tally and the number of Teachers allocated and the Principal shall attempt to determine staff assignments in accordance with the advice of the Staff Assignment Advisory Committee within the school, observing the class size guidelines of the Joint Staffing Committee and the procedures in Article 16. If the Principal and the Staff Assignment Advisory Committee disagree both shall together consult with the Joint Staffing Committee. In the event that consultation with the Joint Staffing Committee does not resolve the disagreement the matter will be referred to the Director of Education or designate for resolution.

ARTICLE 15: STAFF ALLOCATION (CONTINUED)

15.01 Staff Assignment Advisory Committee (Continued)

- d) During the staffing exercise in Article 15.01 c), the Staff Assignment Advisory Committee shall review the individual class sizes assigned to Teachers for the next school year. It shall refer to the J.S.C. any cases where 14.01 is not being complied with. The J.S.C. shall examine the school's timetable and make recommendations in order to meet the Class Size Limits or determine necessary exceptions. The review of individual class sizes for each Teacher and alternative assignments shall again be conducted effective September 30 and, in semestered schools, again effective February 28 each year, for the purpose of identifying concerns in order that the Class Size Limits are complied with in accordance with Article 14.01.
- e) As part of its advisory process, the S.A.A.C. will make recommendations to Support Student Success Initiatives while complying with the collective agreement.

15.02 Teacher Workload

- a) A full-time Teacher shall be assigned 6 periods.
- b)
 - i) In addition to the 6 scheduled periods above, a full-time Teacher shall be assigned to a maximum of 50 half-periods of "Other Professional Duties", which shall include some combination of on-calls, supervision, student mentoring, and teacher mentoring. Within the maximum number of half-periods of Other Professional Duties set forth above, a Teacher may be assigned a maximum of twenty-four (24) half-period worked on-calls. A "half period" means up to a maximum of thirty-seven and one-half (37.5) minutes.
 - ii) Cross Curricular and Curriculum Heads shall be assigned up to 40% of the half periods assigned to other Teachers for Other Professional Duties, for the purpose of supervision, on-calls or student mentoring. The remaining half periods may be used by the Cross Curricular and Curriculum Head for department duties including teacher mentoring.

ARTICLE 15: STAFF ALLOCATION (CONTINUED)

15.02 Teacher Workload (Continued)

- b)
 - iii) Branch Presidents who are not Cross Curricular or Curriculum Heads shall be assigned up to 40% of the half periods assigned to other teachers for Other Professional Duties. The purpose is to conduct business as required and to address issues of common interest between the Board and the Bargaining Unit.
 - iv) On-calls during each instructional period, in a school shall be assigned equitably.
- c) A Teacher shall not be assigned more than one (1) half period of Other Professional Duties in a day.
- d) No more than two (2) half-periods of Other Professional Duties shall be timetabled for a Teacher in any week.
- e) Other Professional Duties assigned to a part-time Teacher shall be pro-rated in the ratio that the Teacher's assignment bears to a full-time assignment as defined in 15.03 a). Every effort should be made to schedule these Other Professional Duties immediately prior to or immediately after the Teacher's assigned classes.
- f) In order to accommodate visits to students, Teachers of Cooperative Education shall have their Other Professional Duties assigned at a predetermined time, wherever possible.

15.03 Teachers in ESL Reception, Resource Teachers, Instructional Coaches and Itinerant Teachers shall have a workload approximately equivalent to classroom Teachers and shall have no other assigned duties.

15.04 In a semestered school, no classroom teacher shall be assigned more than 3 teaching periods per semester unless otherwise agreed by the Teacher, the Bargaining Unit Executive and the Board.

15.05 Other Professional Duties shall be assigned to Teachers in an equitable manner. Any scheduling of Other Professional Duties outside of the instructional day must be with the mutual consent of the Board and the Union.

ARTICLE 15: STAFF ALLOCATION (CONTINUED)

- 15.06 A Teacher shall not be assigned to teach a multi-grade or multi-level class except with the Teacher's consent in which case that period of instruction shall be counted as one credit. Where such consent is provided by the Teacher, the Bargaining Unit Executive shall be notified before the school year or semester begins.
- 15.07 The Board shall endeavor not to assign a Teacher to teach a subject for which he or she is qualified, if he or she has not taught that subject in the preceding ten (10) years. Exceptions may be made, after receiving the advice of the Staff Assignment Advisory Committee, where the assignment is necessary to meet the needs of the school or the system.
- 15.08 No Teacher shall be assigned more than three (3) classes without a break, unless agreed upon through mutual consent by the Teacher, Principal and the Bargaining Unit Executive.
- 15.09 No Teacher shall be assigned more than two (2) half-credit courses in a school year, except where it is a normal part of the Teacher's assignments to teach several half or partial-credit courses in order to deliver the normal instructional program (example: team teaching in shop rounds course, counsellors doing career counselling courses); or by mutual consent of the Teacher and the Principal. Where such consent is provided by the Teacher, the Bargaining Unit Executive shall be notified before the school year or semester begins.
- 15.10 No Teacher shall be assigned other duties during the school day in addition to those set out in clauses 15.03 to 15.10 above.
- 15.11 Each Teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties.
- 15.12 Any grievance lodged under Article 7 of this Agreement which refers to the implementation of Articles 15.01 to 15.12 may only be initiated by the Bargaining Unit Executive.
- 15.13 In the event that a school is looking to implement a change to the length of their periods, consultation will occur between the school administration, the Board and the Bargaining Unit.
- 15.14 a) A Special Committee on Distance Education shall be established consisting of up to three (3) representatives of the Union and up to three (3) representatives of the Board. This Committee shall review proposed staffing and delivery models, Ministry guidelines and regulations, and its functions shall include ensuring that the staffing and workload provisions of the collective agreement are applied to credit courses delivered online through the internet ("distance education").

ARTICLE 15: STAFF ALLOCATION (CONTINUED)

- 15.14 b) All lesson preparation, evaluation, testing and reporting of marks for students taking electronically delivered credit courses shall be the responsibility of the Teacher assigned to the electronic classroom.

15.15 Teachers will have up to three (3) school days after the day of the scheduled examination to submit marks for the end of semester one or term one.

15.16 "Dual Credit" Courses

- a) A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.
- b) A Teacher associated with a "Dual Credit" shall be responsible for the supervision and evaluation of the equivalent learning and shall make recommendations to the Principal with respect to the granting of such credit.

15.17 Credit Recovery Recommendation

Where the subject Teacher is recommending a student for Credit Recovery, the subject Teacher shall be required to provide the following information:

- a) the student's final mark for the course;
- b) breakdown of all marks attached to the Recommended Course Placement Form using whatever format the subject Teacher used for recording marks;
- c) reasons for the Credit Recovery recommendation.

15.18 Credit Recovery Acceptance

For a student accepted into the Credit Recovery program, the subject Teacher shall be required to identify:

- a) units, concepts, and/or expectations not successfully achieved;
- b) relevant Learning Skills information.

15.19 The Teachers at Roy McMurtry will be provided with ten (10) evaluation days per school year in lieu of examination days. Such days will be scheduled by administration throughout the school year.

ARTICLE 16: TRANSFER AND SURPLUS

16.01 DEFINITIONS

- a) "Administrative Transfer" - a transfer of a Teacher from one assignment to another within the jurisdiction of The Peel District School Board initiated by the Board.
- b) "Contract Portion of the Recall List" - shall be the ten most senior Teachers on the Recall List.
- c) "Assigned by Mutual Agreement" - any Teacher who by mutual agreement with his/her Principal, with the approval of the Board, with due regard for the safety and welfare of the students and the provision of the best possible program, and consistent with Regulation 298 under the Education Act, is teaching an unrestricted subject for which he/she has no qualifications.
- d) "Excess to School" - a Teacher who is excess to school is a Teacher for whom no position exists within the Teacher's own school.
- e) "Integration" - is a Teacher transfer for a temporary period (not exceeding two years) to the elementary panel in order to obtain experience.
- f) "Qualified" - a qualified Teacher is any Teacher who possesses the qualifications in the subject area according to the Ontario College of Teachers Certificate of Qualification and in accordance with Regulation 298 under the *Education Act*.
- g) "Recall List" - is a list maintained by the Board which lists in order of seniority, the names and addresses of Teachers who have been laid off as a consequence of having been declared Surplus to Region.
- h) "Regional Seniority List" - a list maintained by the Board consisting of the names of all Teachers in order of seniority as determined in accordance with the criteria established in Article 17.
- i) "School Staff" - consists of all Teachers on the Regional Seniority List with assignments within a school or on leave from the school or in an alternate term assignment.
- j) "Surplus to Region" - Teachers with less seniority than the staff complement shall be declared to be "Surplus to Region".

ARTICLE 16: TRANSFER AND SURPLUS (CONTINUED)

16.01 DEFINITIONS (Continued)

- k) "Voluntary Transfer"- is a transfer from one assignment to another within the jurisdiction of The Peel District School Board, initiated by the Teacher as per this Article.

16.02 GENERAL

- a) This Article is to provide for the orderly staffing of the Board's schools, including such contingencies as assignment, transfer, increase, reduction and recall.
- b) The Bargaining Unit President and the Superintendent/Director of Human Resources or their designates will meet no later than December 15th for the purpose of agreeing to the dates contained in the memo entitled "Secondary School Staffing Calendar" ("G Memo").
- c) Notwithstanding b) above, both parties will make every effort to meet the dates as specified within this Article or within the memo entitled "Secondary School Staffing Calendar" ("G Memo"), but it is understood that either party may delay any date in the Article or the G Memo by up to ten (10) working days upon notice and after consultation with the other party. Any further delay will require mutual agreement which shall not be unreasonably withheld. Any such date changes shall be communicated to the Teachers at the earliest opportunity. In consultation with the Bargaining Unit Executive, the Superintendent/Director of Human Resources Support Services shall issue the G Memo by January 1st of each year. Such memorandum shall set forth the dates by which the steps specified in this Article are to be completed, the dates for regional composite postings of vacancies and other relevant instructions. Such dates may, however, be revised following consultation with the President of the Bargaining Unit Executive.
- d) Copies of all relevant lists contained within this Article shall be provided to the Bargaining Unit Executive upon request.

ARTICLE 16: TRANSFER AND SURPLUS (CONTINUED)

16.02 GENERAL (Continued)

- e) Any Teacher who goes on leave or takes a term appointment shall remain on the School Staff of his/her previous school subject to Article 16. Leaves shall be replaced by a long term occasional teacher.

However, such Teacher shall be included on the School Staff only if the Teacher is expected to return from such Leave or term appointment for the following school year. It is expected that the Teacher will advise the Board in writing of his/her intention to return from a leave or term appointment no later than January 31st in order that they may be included on the School Staff for the following school year.

Notwithstanding the above, a Teacher off on Federation Leave will be included on the School Staff of his/her previous school during the year of an election. A Teacher off on the statutory portion of a pregnancy and/or parental leave will also be included on the School Staff of his/her previous school unless the Board is in receipt of a request for an unpaid extension to the statutory leave.

In the event that a Teacher is able to return from an extended leave of absence during a school year and the Board intends to transfer the Teacher temporarily to another school, the Board shall first consult with the President of the Bargaining Unit. This consultation will include the location and duration of the temporary assignment and the implications for the staffing process.

- f) For the purposes of this Article the "Peel Alternative School", which includes such programs as IAP, Foundations, Senior, TELL, SALEP, and Fresh Start, shall be treated as an individual secondary school.

ARTICLE 16: TRANSFER AND SURPLUS (CONTINUED)

16.02 GENERAL (Continued)

- g) It is the responsibility of the Teacher to ensure that the Teacher's address is on permanent file with the Board. All notices required to be given by the Board to the Teacher pursuant to this Article shall be hand delivered or addressed by registered mail to the Teacher's last address as filed by the Teacher from time to time with the Board or such other method as the Board and the Bargaining Unit Executive may agree. Notices shall be signed for when hand delivered, with a copy to the Bargaining Unit Executive. Delivery of such notice shall be deemed to have occurred, when sent by registered mail, five (5) days after the date of mailing thereof; otherwise on the date the notice is sent by the Board. In the event of a postal interruption it is the Board's responsibility to verify that notice was given.
- h) Wherever possible administrative transfers, other than those covered in the remainder of this Article, shall be made by mutual agreement between the Teacher, the Bargaining Unit President and the Board, but the Board shall have the right after consultation with the Teacher involved and the Bargaining Unit President, to assign that Teacher to such a position as the Board feels necessary to meet the needs of the system. Final notification of the transfer shall be made to the Teacher and the Bargaining Unit President in writing.
- i) In addition to the other staffing procedures provided for under this Article 16, following the conclusion of the Voluntary Transfer Process under Article 16.06, a Teacher may until the date specified in the G Memo of each year, apply to fill vacancies which are posted or advertised externally, provided the Teacher has the necessary qualifications. Article 16.06 d) shall apply to any such applicant.

ARTICLE 16: TRANSFER AND SURPLUS (CONTINUED)

16.03 PART-TIME TEACHERS

a) Temporary Reduction in Timetable

A Teacher may request a leave of absence from their timetable (i.e. a 1/6, 2/6, 3/6, 4/6 or 5/6 reduction in timetable) to be part-time for the following school year by notifying the Board, in writing, no later than January 31st. Such a request will be granted provided that the program needs of the school can be met. The Teacher shall revert to full-time effective September 1st of the school year following the leave unless a new request has been approved or unless otherwise agreed to by the Teacher and the Board prior to the determination of the Surplus to Region List.

b) The portion of the Teacher's timetable left vacant as a result of the approved leave of absence shall be filled by a Long Term Occasional Teacher.

c) Determination of part-time assignment shall be the responsibility of the Principal, subject to agreement with the Teachers concerned. In the event that a Teacher's request for a part-time assignment is denied, the Principal shall, if requested by the Teacher, discuss the reasons for the denial with the Teacher.

d) Subsequent to the organization of the schools, a part-time Teacher may revert to a full-time assignment only when the additional portion of the assignment is available to external applicants and the Teacher holds the necessary qualifications.

16.04 SURPLUS TO REGION

a) Before the date specified in the G Memo the total number of staff required for the Region for the following school year shall be determined by the Board, subject to this collective agreement.

b) Teachers with less seniority than the staff complement determined pursuant to (a) above shall be declared Surplus to Region.

c) Written notification will be given by registered mail or hand delivery (and signed for when hand delivered) from the Board to those Teachers who have been declared to be Surplus to Region. Copies of such notices shall be provided to the Superintendent of Education, Principal and the Bargaining Unit Executive.

ARTICLE 16: TRANSFER AND SURPLUS (CONTINUED)

16.05 IDENTIFICATION OF EXCESS TO SCHOOL

- a) Teachers who have received written notification as in Article 16.04 (c) as Surplus to Region shall not be included in the school organization.
- b) Cross Curricular and Curriculum Headships are exempt from being declared Excess to School.
- c) When a position of responsibility is vacant, a vacant timetable within the department must also be included in the school organization.

Any Teacher holding a position of responsibility who goes on leave or takes an alternate assignment shall return to the former position at the end of the leave or other assignment unless displaced by these procedures or the position has ended in accordance with Article 34.

While such a Teacher is on leave or in the alternate assignment, the position will be filled by another Teacher on an acting appointment.

A Teacher in an acting position of responsibility will remain on the School Staff of the Teacher's former school and for the purposes of this Article will not be a member of the School Staff where the Teacher holds the acting appointment.

If a vacant Position of Responsibility occurs or persists after the conclusion of the G Memo process, it shall be filled by September 1st for the ensuing school year by the most appropriately qualified applicant within the school on an acting basis for that school year. The position will be advertised for the following school year during the normal hiring period.

If a vacant Position of Responsibility persists after September 1st it shall be filled within six (6) weeks for the balance of the school year by the most appropriately qualified applicant within the school on an acting basis for that school year. The position will be advertised for the following school year during the normal hiring period.

- d) In completing the staff assignments for the school, the Principal shall attempt to place those members of the school staff highest on the Regional Seniority List.

ARTICLE 16: TRANSFER AND SURPLUS (CONTINUED)

16.05 IDENTIFICATION OF EXCESS TO SCHOOL (Continued)

- e) If a more senior Teacher is not qualified nor Assigned by Mutual Agreement to fulfill the remaining program requirements then that Teacher should be declared Excess to School and the process shall continue in order of seniority.
- f) No later than the date specified in the G Memo, the Principal shall submit the School Organization to the Superintendent/Director of Human Resources Support Services which shall include:
 - 1) the names of those Teachers who are Excess to School;
 - 2) a list of all vacancies, both full-time and part-time, in the school, for the following school year;
 - 3) a list of all Teacher Assignments; and
 - 4) the rationale for assigning an unqualified teacher by Mutual Agreement.
- g) The Superintendent/Director of Human Resources Support Services will review the school organizations. After any necessary modifications are made, and after consultation with the President of the Bargaining Unit Executive or designate, the Superintendent/Director of Human Resources Support Services will approve or amend these organizations.

16.06 VOLUNTARY TRANSFER

- a) The Board shall post a regional list of vacancies in each school no later than the date specified in the G Memo, and the date shall be published in the "Secondary School Staffing Calendar". This list shall be updated regularly in accordance with the Secondary School Staffing Calendar and at least one posting update shall occur after the Administrative Transfer date referred to in Article 16.08.
- b) Subject to Article 16.03 d), any Teacher, except for Teachers declared Surplus to Region, may apply for any posted vacancy in the Region for which the Teacher is qualified.
- c) A Teacher who wishes to participate in the Voluntary Transfer Process should indicate to their Principal their intention to do so, as soon as possible.

ARTICLE 16: TRANSFER AND SURPLUS (CONTINUED)

16.06 VOLUNTARY TRANSFER (Continued)

- d) In any school year a Teacher may voluntarily transfer only once except for a Teacher who has been declared Excess to School and subsequently transferred to another school. If, prior to the date specified in the G Memo, a position becomes available at the Teacher's original school for which the Teacher is qualified, he or she shall be given the right of first refusal for the position.

16.07 VOLUNTARY ADMINISTRATIVE TRANSFER

- a) Teachers who wish to voluntarily move from their current site may access the voluntary administrative transfer process.
- b) The process is open to Teachers who have completed five (5) or more years of continuous employment with the Peel District School Board as of the application deadline.
- c) The applicant's most recent Teacher Performance Appraisal must have been satisfactory and there must be no unresolved discipline concerns.
- d) Only one (1) Teacher per school is eligible. If there is more than one applicant from a school, then the applicant with the highest seniority will be put forward for consideration.
- e) There will be a maximum of ten (10) applications considered across the secondary panel. The ten (10) applicants in seniority order from highest to lowest will be eligible for the voluntary administrative transfer process.
- f) Any Teacher who is successfully transferred through this process is ineligible to apply for it at any time in the future.
- g) Teachers who are in the group of ten (10) most senior applicants will be placed in a position that matches the qualifications listed on their Ontario Teacher Record Card. The Teacher must accept the placement.
- h) The Voluntary Administrative Transfer will take place prior to the Administrative Placement meeting. The positions that may be accessed are those available to be filled by those teachers who are deemed 'excess to school'. The positions will be filled by seniority order with a match to listed qualifications.

ARTICLE 16: TRANSFER AND SURPLUS (CONTINUED)

16.07 VOLUNTARY ADMINISTRATIVE TRANSFER

The vacancy resulting from the Voluntary Administrative Transfer placement will be available for placement at the Administrative Placement meeting.

If there are no appropriate vacancies the Voluntary Administrative Transfer will conclude for this year.

16.08 ADMINISTRATIVE PLACEMENT DAY(S)

On the date specified in the G Memo, appointments to positions of responsibility and the voluntary transfer process will cease. All Teachers remaining on the Excess to School List shall be administratively assigned by the Board to vacancies for which they are qualified or Assigned by Mutual Agreement, where possible.

16.09 BUMPING

- a) If after Administrative Placement Day, any Teachers who were declared Excess to School have not been placed, then a bumping process will begin and be completed by a date to be determined after consultation with the President of the Bargaining Unit. The bumping process shall be used to ensure that the Teachers with the least seniority are declared Surplus to Region, provided that the remaining Teachers are qualified or Assigned by Mutual Agreement to provide the planned program. Where the Board deviates from the inverse order of seniority because of qualifications, the Board shall consult with the Bargaining Unit Executive regarding the reasons. The Board shall determine displacements, and the number of displacements shall be kept to a minimum.
- b)
 - 1) If the least senior Teacher to be bumped is a part-time Teacher, that Teacher is bumped.
 - 2) If the next least senior Teacher to be bumped is a full-time Teacher, he/she is bumped from the full-time to the part-time position, if qualified, and the senior Teacher takes the full-time position.
 - 3) The most senior bumped Teacher in 2) above, retains the part-time position vacated by the less senior bumped Teacher in 1) above, if qualified, and becomes Surplus to Region for the other part of his/her contract.

ARTICLE 16: TRANSFER AND SURPLUS (CONTINUED)

16.09 BUMPING (Continued)

- 4) If not qualified for the part-time position, the more senior bumped Teacher in 2) above, becomes fully Surplus to Region.
- c) If the bumper is a part-time Teacher and the least senior Teacher to be bumped is a full-time Teacher, the least senior Teacher retains part of his/her position and becomes Surplus to Region for the other part.
- d) Cross Curricular and Curriculum Headships are not subject to being bumped, provided that no Teacher with greater seniority has been declared Surplus to Region as a result of this exemption.

16.10 FILLING FURTHER VACANCIES

- a) After the schools are staffed and the Administrative Placements in 16.08 have occurred, all remaining and subsequent vacancies shall continue to be posted regularly and be available on a voluntary transfer basis to all Teachers not declared Surplus to Region.
- b) Should any vacancy remain unfilled after the Administrative Placement period and ten (10) days after it was first posted, the Board shall have the right to fill the vacancy with the most senior Teacher qualified or Assigned by Mutual Agreement from those on the Surplus to Region List or the Recall List.
- c) If the vacancy cannot be filled by (b) above, the vacancy may be advertised and filled externally.
- d) The opportunity to apply for voluntary transfer will cease by the date specified in the G Memo. The Board may then immediately fill the remaining vacancies or any new vacancy,
 - 1) with the most senior Teacher qualified or by mutual agreement, first from the Surplus to Region List or the Recall List, and
 - 2) if it cannot be filled as in (1) the Board may advertise and fill the position externally.

ARTICLE 16: TRANSFER AND SURPLUS (CONTINUED)

16.10 FILLING FURTHER VACANCIES (Continued)

- e) The transfer of a Teacher in September as the result of fluctuations in enrolment will be carried out by Administrative Transfer initiated by the Board after consultation with the Bargaining Unit Executive. This transfer will be carried out in accordance with 16.05 (d) and (e). There will be no bumping at this time.

16.11 TERMINATION AND RECALL

- a) At the last regular Board meeting in May the ten most senior Teachers on the Surplus to Region List or the Recall List shall be assigned to the Contract Portion of the Recall List for a period of one (1) academic year. No Teacher shall remain on the Contract Portion of the Recall List for more than one academic year. The Board may, in its discretion, place more than ten (10) Teachers on the Contract Portion of the Recall List.

Any Teachers remaining on the Surplus to Region List on June 30, other than those placed on the Contract Portion of the Recall List, shall be placed on the Non-Contract Portion of the Recall List.

- b) Teachers on the Contract Portion of the Recall list shall be assigned to retraining and/or professional duties such as night school, summer school, daily occasional teaching, a long-term occasional assignment, administrative or research assignments with the Board, or assigned to school over and above the regular staffing complement. Such assignments shall be subject to the working conditions of the program to which the Teacher is assigned. Such assignments shall not create a vacancy on the Contract Portion of the Recall List. The Board agrees to assist Teachers on the Contract Portion of the Recall List to be recalled by identifying qualification areas in which the Board may have future staffing needs and the Board may assign the Teacher to retraining where it considers that to be appropriate.
- c) A Teacher on the Contract Portion of the Recall List may be transferred, on the basis of seniority, to a full-time position on a regular assignment in a day school program for which the Teacher is qualified or where there is mutual agreement. Where such a Teacher is offered an occasional position and accepts, that Teacher retains his/her position on the Recall List.

ARTICLE 16: TRANSFER AND SURPLUS (CONTINUED)

16.11 TERMINATION AND RECALL (Continued)

- d) If a vacancy is created on the Contract Portion of the Recall List, then the vacancy shall be filled by the most senior available Teacher on the Recall List.
- e) The Board will have no further obligation to a Teacher on the Recall List refusing a full-time position for which that Teacher is qualified.
- f) Teachers who are not available due to valid health reasons shall maintain their position on the Recall List, but shall not be offered further positions with the Board until such time as the Teacher has filed a Certificate with the Board certifying his/her availability.
- g) It is the responsibility of a Teacher on the Recall List to inform the Board in writing by registered mail, or signed for when hand delivered, with proper documentation where applicable, of any changes in qualifications and availability for work whether part-time or full-time.
- h) If a position becomes available, the Board shall notify by registered mail to the Teacher's last filed address the Teacher with the appropriate qualifications or by mutual agreement in accordance with the Regulation who has the highest position on the Recall List. Assignments for recall which include subjects under mutual agreement will not include more than two (2) sections of the subject under mutual agreement.
- i) If the Board does not receive a reply within five (5) working days from the date of deemed receipt of the notice set forth in 16.11 h) above, it shall have fulfilled its obligation to such Teacher and shall contact the next eligible Teacher on the Recall List.
- j) A Teacher shall be removed from the Contract Portion of the Recall List for any one of the following reasons:
 - 1) the Teacher resigns;
 - 2) the Teacher refuses a full-time position;
 - 3) the Teacher is placed in a full-time position;
 - 4) the Teacher has been on the Contract Portion of the Recall List for one full academic year.

ARTICLE 16: TRANSFER AND SURPLUS (CONTINUED)

16.11 TERMINATION AND RECALL (Continued)

The Teacher who is removed from the Contract Portion of the Recall List in accordance with 4) above shall be added to the Non-Contract Portion of the Recall List.

- 16.11 k) A Teacher shall be deleted from the Non-Contract Portion of the Recall List for any of the following reasons:
- 1) the Teacher has been rehired by the Board;
 - 2) the Teacher has been hired by another school board;
 - 3) the Teacher refuses to accept a full-time position for which he/she is qualified, offered by the Board;
 - 4) after forty-eight (48) consecutive months on the Non-Contract Portion of the Recall List.
- l) Should a Teacher be recalled to a teaching position or a position on the Contract Portion of the Recall List, under this Agreement, the Board shall reinstate the sick leave credits standing to the Teacher at the time the Teacher was laid off by the Board.
- m) In the event that additional Teachers are declared Surplus to Region in the fall term, these Teachers will be added to the Contract Portion of the Recall List. The Contract Portion of the Recall List shall be adjusted according to Article 16.11 a) effective December 31st.
- n) Those Teachers declared Surplus to Region and who have been laid off from active employment will be placed on the secondary Occasional Teacher List and shall have the opportunity to accept daily occasional assignments and to apply for Long Term Occasional Assignments. After Administrative Placement as per Article 16.08, the Board will offer placement, based on availability and qualifications, to Teachers on the Non-Contract portion of the Recall List into Long Term Occasional assignments for the following year.

ARTICLE 17: SENIORITY

- 17.01 For all Teachers employed by the Board as of August 31, 1998, their relative order of seniority as of that date shall be frozen for the duration of their employment under this Agreement.
- 17.02 The following seniority system will take effect for Teachers having a Start Date on or after September 1, 1998.
- 17.03 Seniority shall be the length of continuous service with the Peel District School Board as a Teacher in the Bargaining Unit from the first day worked after being hired (Start Date). Relative seniority shall be maintained so long as the Teacher remains an employee of the Board, whether active or inactive, subject to Article 17.10.
- 17.04 The list shall be rank ordered such that the most senior Teacher is at the top of the list and the most junior is at the bottom.
- 17.05 Teachers hired on or after September 1, 1998 shall be added to the seniority list based on their first day of work.
- 17.06 In the event that two or more Teachers referred to in Article 17.05 have the same Start Date, their order on the seniority list shall be determined as follows:
- a) in order of the exact aggregate of the Teacher's secondary teaching experience with the Board and its predecessor board (excluding any occasional teaching experience); then
 - b) in order of the exact aggregate of the Teacher's total teaching experience as a member of OSSTF (excluding any occasional teaching experience); then
 - c) the Teachers who are tied with one another after a) and b) have been applied, shall be randomly ordered by the Human Resources Department.

In applying the above criteria, the steps shall be applied in order as required until the tie is broken; and it is understood and agreed that the onus is on the Teacher to provide all relevant information concerning such prior experience to the Board within three (3) months of the Teacher's Start Date.

- 17.07 The Seniority List shall contain the Teacher's name, work location, and regional seniority number.

ARTICLE 17: SENIORITY (CONTINUED)

17.08 The Board shall draw up a Seniority List current as of December 15th and published no later than January 18th. The List shall be posted electronically. In addition, a copy of the List shall be sent electronically to the Bargaining Unit Executive at the same time.

17.09 A Teacher shall have ten (10) working days to query his/her position on the Seniority List by stating the reasons for the query, and providing documentation where necessary, to the Superintendent/Director of Human Resources Support Services, who shall review each query and revise the Teacher's placement if this is warranted after consultation with the Bargaining Unit Executive. No later than February 10th the revised List shall be posted electronically in Article 17.08 above.

17.10 A Teacher's seniority shall be lost and a Teacher's employment shall be deemed to be terminated only in the event that:

- a) the Teacher resigns or retires;
- b) the Teacher is discharged by the Board and the Teacher is not reinstated through the grievance and arbitration procedures;
- c) a Teacher is laid off and not recalled to work in accordance with Article 16.11 of this Collective Agreement; or
- d) the Teacher abandons the Teacher's position by failing to return to work upon completion of a leave of absence or failing to report after receiving a recall from layoff in accordance with Article 16.11, unless the Teacher provides an acceptable reason to the Board.

ARTICLE 18: NOTICE OF RESIGNATION OR RETIREMENT

- 18.01 Where a Teacher intends to terminate the Teacher's employment with the Board for any reason, the Teacher shall give not less than thirty (30) days' notice, provided that the Teacher shall give notice on or before November 30th or May 31st when the Teacher intends to leave the employ of the Board at the end of first semester/term or before the start of the following school year respectively.
- 18.02 Nothing herein prevents an employee and the Board from mutually agreeing to the employee's resignation at any time.
- 18.03 Notwithstanding Article 18.01, the Board shall not unreasonably withhold consent where the Teacher has provided a minimum of thirty (30) days written notice of their intention to resign/retire.

ARTICLE 19: LIAISON COMMITTEE

19.01 A Bargaining Unit Executive/Board Committee composed of a maximum of three (3) members for each party shall be established to meet, when mutually agreed to by the parties, to attempt to solve problems or issues arising out of the terms of this Agreement.

ARTICLE 20: PHYSICAL ENVIRONMENT/HEALTH AND SAFETY

- 20.01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents and the promotion of safety and health in the Board's facilities, having regard for the *Occupational Health and Safety Act*.
- 20.02 The Union will have up to two representatives on the Multi-Workplace Joint Health and Safety Committee as defined by the Terms of Reference for the committee.
- 20.03 Where a Teacher knows of a hazard that may endanger the Teacher or another worker, or knows of a contravention of the *Occupational Health and Safety Act* or the regulations, the Teacher shall report it to the Principal and it will be investigated by the Principal and steps to prevent reoccurrence will be taken as necessary. Any corrective actions will be communicated to the affected workplace parties, and the Branch President.
- 20.04 A Teacher may also issue a request through the Branch President to the designated worker representative at the school to investigate some aspect of the physical environment of the school that may constitute a hazard to the physical well-being of students and/or staff. A copy of any such request shall be provided to the Teacher's Principal.
- 20.05 Violence shall be defined as per definition in the *Ontario Occupational Health and Safety Act*.
- 20.06 In accordance with its legislated responsibilities, the Joint Multi-Workplace Health and Safety Committee shall concern itself with matters relating to violence, including receiving and reviewing reports of violence in the workplace.

ARTICLE 21: MEDICAL PROCEDURES

- 21.01 The Board shall distribute a copy of its Operating Procedures for administration of prescribed medication to pupils in schools and Procedures for health support services to each Teacher.
- 21.02 In accordance with Operating Procedure Special Education Services 8, a Teacher may refuse without prejudice a request to administer medications except in life-threatening situations.

ARTICLE 22: SCHOOL YEAR/SCHOOL DAY

22.01 The Board shall establish a School Year Calendar for the following year by May 1st. The length of the school year shall be equal to the minimum number of days required under the *Education Act* and the Regulations thereunder. Every effort shall be made to allow for the maximum number of Professional Activity days to occur either at the end of each school semester or school year.

- 22.02 a) It is the policy of the Board to provide adequate accommodation for all students in conforming with its duties under the *Education Act*. The extended school day will only be used as an interim provision while permanent accommodation is being developed. If extended school days should prove to be necessary, the Teachers will be actively involved in consideration of all matters that have a direct bearing on the implementation and operation of extended school day programs.
- b) The Board will make every effort to insure that the number of consecutive hours that Teachers and students have in their timetables will not exceed those of Teachers in schools not on extended days, although it must be recognized that it has not always been possible, and may not be possible, to maintain such a timetable arrangement.
- c) The Executive of the Bargaining Unit, will continue to be invited to planning sessions, Management Council meetings, and to meetings of the Executive Committee where the extended school day is under consideration. The administration will facilitate the Bargaining Unit Executive's participation in this regard if it is deemed necessary by the Teachers.
- d) For the purpose of reporting hours worked for Employment Insurance, the employer shall record each full day of work as 8 hours worked.

ARTICLE 23: CONTINUING EDUCATION TEACHERS

PURPOSE OF ARTICLE

23.01 It is the desire of both parties to specify within this Article the entitlement to salary, allowances and other mutually agreed items of "Continuing Education Teachers", as that term is defined by the *Education Act*, while employed by the Board to teach a secondary school credit course. The provisions of this Article shall constitute the entire local agreement of the parties regarding Continuing Education Teachers. No other provisions of Part B of the Collective Agreement between the parties shall apply to Continuing Education Teachers unless expressly indicated otherwise in this Article.

23.02 Where a conflict appears between a provision of this Article and a provision of the remainder of Part B the Collective Agreement, the provision of this Article prevails.

23.03 The following clauses of Part B of the Collective Agreement shall apply to Continuing Education Teachers, together with this Article:

Article 1	Purpose and Scope
Article 3	Amendments
Article 4	Recognition
Article 5	Union Dues and Assessments
Article 6	No Strikes or Lockouts
Article 7	Grievance Procedure
Article 9	Management Rights
Article 20	Physical Environment/Health & Safety
Article 21	Medical Procedures

LEAVES OF ABSENCE

23.04 a) Pregnancy/Parental Leave

Pregnancy and Parental Leave without pay for Continuing Education Teachers in the Night School/Summer School Program shall be in accordance with the terms of the *Employment Standards Act*.

Pregnancy and Parental Leave with pay for Continuing Education Teachers in the Adult Day School Program shall be in accordance with the terms of the *Employment Standards Act* and Article C8.1 g) through j) in Part A of this agreement.

ARTICLE 23: CONTINUING EDUCATION TEACHERS (CONTINUED)

23.04 b) Leaves with Pay

A Night School/Summer School Continuing Education Teacher shall be entitled to a leave of absence with pay on a maximum of two (2) days in each contract term for family responsibility, holy/creed days, bereavement leave, at the time of adoption of the Teacher's child, or illness provided that the Teacher arranges and ensures that he/she is replaced with another duly qualified Teacher. Such days shall not accumulate beyond the contract term. Such replacement Teachers shall be paid by the Board in accordance with this Article.

An Adult Day School Teacher shall be entitled to sick leave as outlined in C9.00 of Part A of this agreement.

c) Adult Day School Continuing Education Teachers

- i) An Adult Day School Continuing Education Teacher who has exhausted the leaves with pay entitlement outlined in C9.00 of Part A of this agreement, and who will be absent due to personal illness, shall be entitled to make application for an unpaid medical leave of absence.
- ii) The application for unpaid medical leave of absence must be accompanied by a medical certificate that is satisfactory to the Board. Any extension to an unpaid medical leave requires a current medical certificate acceptable to the Board indicating an expected return to work date.
- iii) The temporary vacancy created by this unpaid medical leave of absence will be filled by an Adult Day School Continuing Education Teacher, on a supply basis who by virtue of filling this temporary vacancy shall not be classified as a seniority Adult Day School Continuing Education Teacher. In the event that it is not possible for a current Adult Day School Continuing Education Teacher to fill the vacancy, an external candidate would be hired on a supply basis who by virtue of filling this temporary vacancy shall not be classified as a seniority Adult Day School Continuing Education Teacher.

ARTICLE 23: CONTINUING EDUCATION TEACHERS (CONTINUED)

- d) Adult Day School Continuing Education Teachers Unpaid Leave of Absence
 - i) An Adult Day School Continuing Education Teacher shall be entitled to make application for an unpaid leave of absence.
 - ii) The temporary vacancy created by this unpaid leave of absence will be filled by an Adult Day School Continuing Education Teacher on a supply basis who by virtue of filling this temporary vacancy shall not be classified as a seniority Adult Day School Continuing Education Teacher. In the event that it is not possible for a current Adult Day School Continuing Education Teacher to fill the vacancy, an external candidate would will be hired who on a supply basis who by virtue of filling this temporary vacancy shall not be classified as a seniority Adult Day School Continuing Education Teacher.

SALARY SCHEDULE

23.05 Continuing Education Teachers shall be paid rates of pay in accordance with the following schedule:

Effective September 1, 2019

Teachers	\$49.86 per hour
Director	\$9,192.52
Assistant Director	\$7,122.44

Effective September 1, 2020

Teachers	\$50.36 per hour
Director	\$9,284.45
Assistant Director	\$7,193.66

Effective September 1, 2021

Teachers	\$50.86 per hour
Director	\$9,377.29
Assistant Director	\$7,265.60

The above rates include vacation pay under the *Employment Standards Act*.

ARTICLE 23: CONTINUING EDUCATION TEACHERS (CONTINUED)

NEW POSITIONS

23.06 Newly created positions covered by this Article shall be advertised across the secondary panel.

DISCIPLINE

23.07 Notwithstanding Article 9.02 b) of this Agreement the Union recognizes and accepts that it is the right of the Board to suspend with or without pay, discharge or otherwise discipline Continuing Education Teachers for reasons provided in writing.

REGULAR DAY SCHOOL PROGRAMS

23.08 The following provision shall be suspended for the period during which this Agreement remains in effect:

The parties agree that any class being taught for credit purposes between the hours of 8:00 a.m. and 4:00 p.m. on a regular school day (excluding summer school) in the Region of Peel will be taught by Union members who will receive salary and benefits in accordance with the other provisions of the Collective Agreement and not in accordance with Article 23.

JOB OPPORTUNITIES

23.09 It is the responsibility of every Continuing Education Teacher covered by this Article to notify the Board, in writing, of any change of address or change of telephone number, fax number or email address needed to contact the Teacher regarding continuing education teaching assignments.

23.10 a) Summer School

- i) On a yearly basis each Summer School Continuing Education Teacher shall be given the opportunity to indicate whether the Teacher is available for summer school for the following summer, and if so, the Teacher's preferred location.
- ii) The Board shall give first consideration to Continuing Education Summer School Teachers who, in the previous year, taught the same summer school credit course. In the event a teacher has documented performance concerns arising out of summer school a teacher may not be offered first consideration at the discretion of the Principal of Continuing Education.

ARTICLE 23: CONTINUING EDUCATION TEACHERS (CONTINUED)

b) Night School (Adolescent)

- i) On a semester by semester basis, each Continuing Education Night School Teacher shall be given the opportunity to indicate whether the Teacher is available for night school for the same semester in the following year, and if so, the Teacher's preferred location.
- ii) The Board shall give first consideration to Continuing Education Night School Teachers who, in the same semester, in the prior year, taught the same night school credit course. In the event a teacher has documented performance concerns arising out of night school a teacher may not be offered first consideration at the discretion of the Principal of Continuing Education.

c) Night School (Adult)

- i) On a session by session basis, each Continuing Education Night School Teacher shall be given the opportunity to indicate whether the Teacher is available for night school for the next session and if so, the Teacher's preferred location.
- ii) The Board shall give first consideration to Continuing Education Night School Teachers who, in the previous year, taught the same night school credit course. In the event a teacher has documented performance concerns arising out of night school a teacher may not be offered first consideration at the discretion of the Principal of Continuing Education.

- d) If a teacher accepts a course and it does not run due to lack of enrolment, the teacher will be given first consideration in the next semester or session as applicable in case of night school or in the next year, in the case of summer school, provided the course is offered.

23.11 In Accordance with Article 23.10, the Board shall review, but shall not be limited to, the roster of incumbent Continuing Education Teachers who have indicated such availability before filling any Continuing Education teaching assignment which is covered by this Article. If the incumbent Continuing Education Teacher is not re-hired, an explanation shall be provided if requested by the Teacher.

ARTICLE 23: CONTINUING EDUCATION TEACHERS (CONTINUED)

23.12 Seniority for Adult Day School Teachers

- a) Seniority will be applied to those Adult Day School Continuing Education Teachers who have taught an adult day school credit course after September 1st, 2008. Seniority will be based on their first day paid (Start Date) as an Adult Day School Continuing Education Teacher teaching a credit course. If such date is earlier than September 1st, 2008, then seniority will be based on their most recent hire date in Group 23 as of August 31st, 2008. In the event two or more Adult Day School Continuing Education Teachers have the same Start Date, their order on the seniority list shall be randomly ordered once by the Human Resources Support Services Department with the use of computer technology.
- b) An Adult Day School Continuing Education Teacher's seniority shall be lost and his/her employment deemed to be terminated when:
 - A) the Adult Day School Continuing Education Teacher resigns or retires;
 - B) the Adult Day School Continuing Education Teacher is discharged in accordance with Article 23.07;
 - C)
 - i) the Adult Day School Continuing Education Teacher does not teach at least one adult day school credit course in a school year;
 - ii) Notwithstanding C) i) above, an Adult Day School Continuing Education Teacher will not lose their seniority, where he/she does not teach at least one adult day school credit course in a school year, by virtue of being on Pregnancy/Parental Leave Benefits under the provisions of the *Employment Standards Act* where said leave commences while he/she is in the employ of the Peel District School Board.
 - iii) Notwithstanding C) i) above, an Adult Day School Continuing Education Teacher will not lose his/her seniority, where he or she does not teach at least one adult day school credit course in a school year, by virtue of being on an approved unpaid medical leave of absence, where said leave commences while he or she is in the employ of the Peel District School Board as an Adult Day School Continuing Education Teacher.

ARTICLE 23: CONTINUING EDUCATION TEACHERS (CONTINUED)

23.13 Adult Day School Continuing Education Teacher Staffing

- a) The number of adult day school continuing education credit courses offered and the number of Adult Day School Continuing Education Teachers to be employed shall be determined by the Board.
- b) Effective September 1, 2009, Adult Day School Continuing Education Teachers who have seniority under Article 23.12, shall be placed by the Board in those available adult day school continuing education credit courses in accordance with their qualifications and seniority.
- c) Where an assignment to an Adult Day School Continuing Education Teacher is terminated due to reasons of insufficient student enrolment and classes in a session have begun, and where sections are combined to accommodate the remaining students, the Adult Day School Continuing Education Teacher with the greater seniority shall retain his/her position for the remainder of the session where the school timetable allows.
- d) An increased or decreased number of credits will be assigned based on qualifications and seniority. Notwithstanding, where an assignment to an Adult Day School Continuing Education Teacher is reduced due to reasons of insufficient enrolment, the assignment for the following session will revert to the previous level if possible.
- e) Each term, in the absence of an Adult Day School Branch President, a representative from the Bargaining Unit Executive will be invited to act as an advisor to the Principal in determining staff assignments within Adult Day School. It is recognized that the Principal has the final responsibility and the duty under the *Education Act*.

23.14 Teachers in the Adult Day School will be eligible for Professional Development Leave as per Article 28.

ARTICLE 23: CONTINUING EDUCATION TEACHERS (CONTINUED)

23.15 a) The Adult Day Teachers' Salary Experience Schedule from September 1, 2019 to August 31, 2020, inclusive shall be:

Grandfathered Rates for any hires prior to Aug 31, 2019

Salary Grid - September 1, 2019 to August 31, 2020

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
0	\$48.15	\$48.15	\$48.15	
1	\$48.15	\$48.15		
2	\$48.15			

New hire Rates after August 31, 2019

Salary Grid - September 1, 2019 to August 31, 2020

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
0	\$40.59	\$43.89	\$47.19	\$50.48
1	\$43.89	\$47.19	\$50.48	\$53.78
2	\$47.19	\$50.48	\$53.78	\$57.08
3	\$50.48	\$53.78	\$57.08	\$60.37
4	\$53.78	\$57.08	\$60.37	\$63.67
5	\$57.08	\$60.37	\$63.67	\$66.96
6	\$60.37	\$63.67	\$66.96	\$70.26
7	\$63.67	\$66.96	\$70.26	\$73.56
8	\$66.96	\$70.26	\$73.56	\$76.85
9	\$70.26	\$73.56	\$76.85	\$80.14
10	\$73.56	\$76.85	\$80.14	\$83.45
11	\$73.56	\$76.85	\$80.14	\$86.74

ARTICLE 23: CONTINUING EDUCATION TEACHERS (CONTINUED)

23.15 b) The Adult Day Teachers' Salary Experience Schedule from September 1, 2020 to August 31, 2021, inclusive shall be:

Grandfathered Rates for any hires prior to Aug 31, 2019

Salary Grid - September 1, 2020 to August 31, 2021

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
0	\$48.15	\$48.15	\$48.15	
1	\$48.15	\$48.15		
2	\$48.15			

New hire Rates after August 31, 2019

Salary Grid - September 1, 2020 to August 31, 2021

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
0	\$41.00	\$44.33	\$47.66	\$50.98
1	\$44.33	\$47.66	\$50.98	\$54.32
2	\$47.66	\$50.98	\$54.32	\$57.65
3	\$50.98	\$54.32	\$57.65	\$60.97
4	\$54.32	\$57.65	\$60.97	\$64.31
5	\$57.65	\$60.97	\$64.31	\$67.63
6	\$60.97	\$64.31	\$67.63	\$70.96
7	\$64.31	\$67.63	\$70.96	\$74.30
8	\$67.63	\$70.96	\$74.30	\$77.62
9	\$70.96	\$74.30	\$77.62	\$80.94
10	\$74.30	\$77.62	\$80.94	\$84.28
11	\$74.30	\$77.62	\$80.94	\$87.61

ARTICLE 23: CONTINUING EDUCATION TEACHERS (CONTINUED)

23.15 c) The Adult Day Teachers' Salary Experience Schedule from September 1, 2021 to August 31, 2022, inclusive shall be:

Grandfathered Rates for any hires prior to Aug 31, 2019

Salary Grid - September 1, 2021 to August 31, 2022

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
0	\$48.15	\$48.15	\$48.15	
1	\$48.15	\$48.15		
2	\$48.15			

New hire Rates after August 31, 2019

Salary Grid - September 1, 2021 to August 31, 2022

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
0	\$41.41	\$44.77	\$48.14	\$51.49
1	\$44.77	\$48.14	\$51.49	\$54.86
2	\$48.14	\$51.49	\$54.86	\$58.23
3	\$51.49	\$54.86	\$58.23	\$61.58
4	\$54.86	\$58.23	\$61.58	\$64.95
5	\$58.23	\$61.58	\$64.95	\$68.31
6	\$61.58	\$64.95	\$68.31	\$71.67
7	\$64.95	\$68.31	\$71.67	\$75.04
8	\$68.31	\$71.67	\$75.04	\$78.40
9	\$71.67	\$75.04	\$78.40	\$81.75
10	\$75.04	\$78.40	\$81.75	\$85.12
11	\$75.04	\$78.40	\$81.75	\$88.49

ARTICLE 24: SALARY SCHEDULE

24.01 Each Teacher shall receive from the Board a basic salary determined by the Teacher Salary Experience Schedule and, in addition, any allowance(s) due under Articles 24.05, 24.06 and 24.07. Together this basic salary and these allowances shall be called the "total salary" of the Teacher.

24.02 a) The Teachers' Salary Experience Schedule from September 1, 2019 to August 31, 2020, inclusive shall be:

Salary Grid - September 1, 2019 to August 31, 2020

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
0	\$47,251	\$51,088	\$54,924	\$58,761
1	\$51,088	\$54,924	\$58,761	\$62,598
2	\$54,924	\$58,761	\$62,598	\$66,434
3	\$58,761	\$62,598	\$66,434	\$70,271
4	\$62,598	\$66,434	\$70,271	\$74,108
5	\$66,434	\$70,271	\$74,108	\$77,944
6	\$70,271	\$74,108	\$77,944	\$81,781
7	\$74,108	\$77,944	\$81,781	\$85,617
8	\$77,944	\$81,781	\$85,617	\$89,454
9	\$81,781	\$85,617	\$89,454	\$93,291
10	\$85,617	\$89,454	\$93,291	\$97,127
11				\$100,964

Co-ordinators

0	\$111,755
1	\$114,830
2	\$118,006
3	\$120,981

ARTICLE 24: SALARY SCHEDULE (CONTINUED)

24.02 b) The Teachers' Salary Experience Schedule from September 1, 2020 to August 31, 2021, inclusive shall be:

Salary Grid - September 1, 2020 to August 31, 2021

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
0	\$47,724	\$51,599	\$55,474	\$59,349
1	\$51,599	\$55,474	\$59,349	\$63,224
2	\$55,474	\$59,349	\$63,224	\$67,099
3	\$59,349	\$63,224	\$67,099	\$70,974
4	\$63,224	\$67,099	\$70,974	\$74,849
5	\$67,099	\$70,974	\$74,849	\$78,724
6	\$70,974	\$74,849	\$78,724	\$82,599
7	\$74,849	\$78,724	\$82,599	\$86,474
8	\$78,724	\$82,599	\$86,474	\$90,349
9	\$82,599	\$86,474	\$90,349	\$94,224
10	\$86,474	\$90,349	\$94,224	\$98,099
11				\$101,974

Co-ordinators

0	\$112,873
1	\$115,978
2	\$119,186
3	\$122,191

ARTICLE 24: SALARY SCHEDULE (CONTINUED)

24.02 c) The Teachers' Salary Experience Schedule from the September 1, 2021 to August 31, 2022, inclusive shall be:

Salary Grid – From September 1, 2021 to August 31, 2022

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
0	\$48,201	\$52,115	\$56,029	\$59,943
1	\$52,115	\$56,029	\$59,943	\$63,856
2	\$56,029	\$59,943	\$63,856	\$67,770
3	\$59,943	\$63,856	\$67,770	\$71,684
4	\$63,856	\$67,770	\$71,684	\$75,598
5	\$67,770	\$71,684	\$75,598	\$79,511
6	\$71,684	\$75,598	\$79,511	\$83,425
7	\$75,598	\$79,511	\$83,425	\$87,339
8	\$79,511	\$83,425	\$87,339	\$91,253
9	\$83,425	\$87,339	\$91,253	\$95,166
10	\$87,339	\$91,253	\$95,166	\$99,080
11				\$102,994

Co-ordinators

0	\$114,002
1	\$117,138
2	\$120,378
3	\$123,413

ARTICLE 24: SALARY SCHEDULE (CONTINUED)

24.03 Category Placement

- a) Category definitions shall be those established by the Ontario Secondary School Teachers' Federation Certification Policy. For the purposes of salary categorization, the Board recognizes the Certification Rating Statements issued by the O.S.S.T.F. Certification Department, provided it has been supported by O.P.S.B.A.

Effective February 1, 2020, the Qualifications Evaluation Council of Ontario (QECO) certificates will be accepted. Existing O.S.S.T.F. Group Certification Ratings Statements will continue to be recognized unless replaced by a QECO certificate.

- b) It shall be incumbent upon a Teacher to provide documented proof in the form of a Group Certification Rating Statement from the O.S.S.T.F./QECO as to the Teacher's appropriate group classification. Failure to present an O.S.S.T.F./QECO Certification Rating Statement shall result in a Teacher being paid in Category 1. Upon presentation of a Certification Rating Statement salary shall be adjusted as per 24.03 c).
- c)
 - 1) Effective starting the 2005/2006 school year, salary changes resulting from Certification Rating Statements submitted to the Superintendent/Director of Human Resources Support Services on or before May 31st shall be retroactive to September 1st of that school year.
 - 2) In the case of a Teacher commencing employment with the Board, the Teacher must submit a Certification Rating Statement to the Superintendent/Director of Human Resources Support Services by the later of May 31st of the Teacher's first school year or five (5) months from the Teacher's start date. A Certification Rating Statement must be submitted within the required deadline in order to qualify for a salary adjustment retroactive to the Teacher's start date.

ARTICLE 24: SALARY SCHEDULE (CONTINUED)

24.04 Step Placement

In determining the position of a Teacher on the Teacher Experience Schedule, a Teacher shall be granted experience for the following:

- a) Teaching experience in a public elementary or secondary school or in a university or private school under the supervision of the Ministry of Education and Training or equivalent experience approved by the Superintendent/Director of Human Resources Support Services; (Note: Teaching experience is deemed to mean experience obtained subsequent to professional certification as defined by the Director of Education or designate in consultation with the Superintendent/Director of Human Resources Support Services).
- b) A leave of absence or Teacher Funded Leave for a program approved in advance by the Board designed to upgrade the Teacher's qualifications by post-graduate work or a year of travel relevant to the Teacher's classroom work (a year shall be at least ten months).
- c)
 - 1) For leaves commencing September 1st, 1984, seventeen weeks of Leave of Absence for Maternity or Adoption Leave will be credited in determining the position of a Teacher on the Teacher Experience Schedule.
 - 2) For Pregnancy Leaves or Parental Leaves commencing on or after November 18, 1990, up to seventeen (17) weeks of Pregnancy Leave and up to eighteen (18) weeks of parental leave will be credited in determining the position of a Teacher on the teacher Experience Schedule.
 - 3) For Pregnancy Leaves or Parental Leaves taken by a Teacher in respect of a child born or a child which comes into the custody, care and control of the Teacher for the first time on or after December 31, 2000, up to seventeen (17) weeks of Pregnancy Leave, and up to thirty-five (35) weeks of Parental leave for a Teacher who took a Pregnancy leave or up to thirty-seven (37) weeks of Parental leave for other Teachers, will be credited in determining the position of a Teacher on the Teacher Experience Schedule.

ARTICLE 24: SALARY SCHEDULE (CONTINUED)

24.04 Step Placement (Continued)

- d) Related experience in a trade, business or other professional experience in an area directly related to the teaching subjects as determined by the Superintendent/Director of Human Resources Support Services.
 - 1) Applications for related experience must be made within six (6) months of acceptance of a position.
 - 2) Upon request, a Teacher shall be provided with a written document explaining related experience, and the criteria used to establish related experience.
 - 3) Should a Teacher's teaching subject area change, the Teacher may apply for related experience in the new subject area within six (6) months of the start of the new assignment.
- e) If a Teacher has taught a fraction of a full year, then the number of years teaching experience shall be calculated by pro-rating the exact number of days worked by the Teacher in the school year, in the exact proportion to the total number of school days in that school year. Any fraction of cumulative teaching experience which is equivalent to .500 or more shall be counted as one year.
- f) Notwithstanding the above a Teacher who has a part-time schedule will be given credit for experience on a pro-rata basis according to actual time worked.
- g) In any event or combination thereof the maximum accumulation of teaching experience shall be one year, in any one year.
- h) Conditional on the above and with the exception of supply teaching performed without a contract, any experience that is accepted for the purpose of a Teachers' Pension Plan credit is to be accepted as satisfactory for the purpose of calculating teaching experience. However, subject to Article 24.04 g), any short term occasional teaching experience with the Board that is accumulated after September 1, 2005 shall be accepted as satisfactory for the purpose of calculating teaching experience, provided that the Teacher requests such recognition within six (6) months of acceptance of a position.

ARTICLE 24: SALARY SCHEDULE (CONTINUED)

24.04 Step Placement (Continued)

- i) Conditional on the above and subject to Article 24.04 g), any summer school, night school or adult day school credit course teaching experience with the Board that is accumulated after September 1, 2009 shall be accepted as satisfactory for the purpose of calculating teaching experience, provided that the Teacher requests such recognition within six (6) months of acceptance of a position. Every five (5) hours of instruction paid in a summer school, night school or adult day school credit course shall be considered as one (1) day of teaching experience.
- j) Teachers on staff before the commencement of this Agreement who are receiving credit for teaching experience for reasons other than those given above shall continue to receive such credit.
- k)
 - 1) Salary changes resulting from a change in Step Placement submitted to the Superintendent/Director of Human Resources Support Services on or before December 31st shall be retroactive to September 1st of that school year.
 - 2) Salary changes resulting from a change in Step Placement submitted to the Superintendent/Director of Human Resources Support Services between January 1st and May 31st of the school year shall be retroactive to January 1st of the school year.
 - 3) Salary changes resulting from a change in Step Placement submitted to the Superintendent/Director of Human Resources Support Services after May 31st of the school year shall be made effective on September 1st of the next school year.

24.05 Allowance for Responsibility for Administrative Positions

- a) The following responsibility allowance shall be paid in addition to the regular salary and allowances to which the Teacher is entitled:

	<u>Sept 1/19</u>	<u>Sept 1/20</u>	<u>Sept 1/21</u>
Career Orientation Officer			
Consultants	\$5,980	\$6,040	\$6,100
Resource Teachers - Secondary			
Continuing Education Assistant			

ARTICLE 24: SALARY SCHEDULE (CONTINUED)

Cross Curricular and Curriculum Headships

Responsibility allowances for Cross Curricular and Curriculum Headships shall be:

\$5,980 effective September 1, 2019
\$6,040 effective September 1, 2020
\$6,100 effective September 1, 2021

- b) If a position of responsibility can be filled on or before June 10, the position shall be filled by a regular appointment if a suitable applicant is available. If a position of responsibility occurs or persists after June 10 it shall be filled by the most suitably qualified applicant within the school on an acting basis for that school year. The position will be advertised for the following school year during the normal hiring period (i.e. January to June).

24.06 Allowance for Extra University Degrees

(These are to be defined as those above a B.A. and not included in establishing certification level.)

	<u>Sept 1/19</u>
a) Doctorate	\$1,338
Master's	\$1,003
Bachelor of Paedagogy	\$425
Bachelor of Education	\$141

	<u>Sept 1/20</u>
Doctorate	\$1,351
Master's	\$1,013
Bachelor of Paedagogy	\$429
Bachelor of Education	\$142

	<u>Sept 1/21</u>
Doctorate	\$1,365
Master's	\$1,023
Bachelor of Paedagogy	\$433
Bachelor of Education	\$143

ARTICLE 24: SALARY SCHEDULE (CONTINUED)

24.06 Allowance for Extra University Degrees (Continued)

- 1) The allowance for the Ontario Bachelor of Education will only be paid if the degree was granted over and above a Bachelor of Arts degree and was not granted in conjunction with the Faculty of Education certification.
 - 2) A four-year Bachelor of Education Degree obtained outside the Province of Ontario shall be accepted subject to the approval of the Director of Education or designate in consultation with the Superintendent/Director of Human Resources Support Services.
- b) The courses required for the degrees listed in a) may be used to determine category level and if so used shall not be eligible for the allowance for an additional degree.
- c) The allowances for post-graduate or extra degrees will be effective the first of September of the calendar year in which the Teacher completed the necessary qualifications and will apply to one post-graduate degree only. Proof of additional degrees must be submitted to the Superintendent/Director of Human Resources Support Services by March 31st of the following calendar year to fulfill the requirements of retroactive payment.

24.07 Allowance for Specialist's Certificate in Special Education

The following allowance shall be paid for a Specialist's Certificate in Special Education provided the Teacher was already in Category 4 without using this certificate:

Allowance for Specialist's Certificate in Special Education provided the Teacher was already in Category 4 without using this certificate shall be:

\$341.00 per year effective September 1, 2019
\$344.00 per year effective September 1, 2020
\$347.00 per year effective September 1, 2021

ARTICLE 24: SALARY SCHEDULE (CONTINUED)

24.08 Part-Time Teachers

- a) For a Part-time Teacher, salary, sick leave credits, and any other entitlements that are not specified in any other provisions of this Agreement shall be prorated.
- b) A part-time Teacher is interpreted to include a semester Teacher. A semester Teacher is interpreted to mean a Teacher with a half-time assignment working full-time in either the first or second semester and on leave for the other semester.
- c) Part-time assignments that are other than those set forth in 24.08 b) shall only be granted, by the Superintendent/Director of Human Resources Support Services, in exceptional circumstances

24.09 Special Assignments

From time to time special assignments may require Teachers to work beyond the regular school year. Such special assignments require the approval of the Superintendent/Director of Education or designate. The compensation for such special assignments either in terms of salary or special time release is to be determined in advance by the Superintendent/Director of Human Resources Support Services in consultation with the Teachers involved, taking into consideration the regular rate of basic salary in effect at the time of the special assignment, as it affects the individual concerned. This does not apply to the teaching of Night School or Summer School.

- 24.10 Teachers who are required, and agree, to perform their regular assigned duties on a day which falls outside of the designated school year shall receive compensating days off during the course of the school year equal to the number of days worked. These compensating days shall be arranged at a mutually agreeable time. It is understood that mutual agreement shall not be unreasonably withheld, subject to the operating needs of the school.

24.11 New Positions

- a) The establishment of new classifications other than the ones categorized in this Agreement shall not be undertaken without prior discussions concerning the salaries, allowances, seniority and transfer rights for these positions.
- b) Such discussions shall be held between the Director of Education and the President of the Bargaining Unit or their designates.
- c) Any new position created by the Board shall, until it is negotiated, be paid as if it were in an existing category.

ARTICLE 24: SALARY SCHEDULE (CONTINUED)

24.12 Method of Payment

- a) Effective September 1, 1999, salaries shall be paid in accordance with Board procedures on an even bi-weekly 12 month pay schedule.

24.12 b) Deduction Schedule

Approved deductions shall take place according to the following schedule:

1st Payment Date in Month - Income Tax, Employment Insurance, Canada Pension, Teachers' Pension Plan, Federation Fees, Group Insurance, LTD Insurance.

2nd Payment Date in Month - Income Tax, Employment Insurance, Canada Pension, Teachers' Pension Plan, Federation Fees.

3rd Payment Date in Month - Income Tax, Employment Insurance, Canada Pension, Teachers' Pension Plan, Federation Fees.

Deductions shall be made every pay for Credit Union, Savings Bonds, United Way and Group Registered Savings Plans.

- c) The Board shall deposit the Teacher's earnings at a bank/financial institution designated by the Teacher.

24.13 Terms of Salary Payments

- a) Semestered Teachers teaching exactly one semester shall be paid salary based on the Teacher's full time equivalency status as set out in Article 24.08 a). Deductions for leaves without pay for a semestered Teacher shall be at a per diem rate based on that Teacher's full time annual salary as specified in Article 24.02 divided by the total number of school days.
- b) Teachers who leave the Board's employ or who go on a leave of absence will be paid any salary owing up to the last day worked. A Teacher who leaves the employ of the Board before the end of a semester will be paid salary based on the Teacher's full time equivalency status for each semester as set out in 24.08 a) in the proportion that the number of school days on which the Teacher performs duties in the semester bears to the total number of school days in the semester.

ARTICLE 24: SALARY SCHEDULE (CONTINUED)

- c) Should a retroactive salary adjustment be made, it shall be paid to all Teachers on staff in the interval covered by the adjustment even if they are no longer employed by the Board when the adjustment is made.

24.14 Terms of Salary Payments

- d) If the Teacher is no longer employed by the Board, the retroactive adjustment shall be forwarded to the Teacher's last known address. In the event it is returned, it is the Teacher's responsibility to contact the Superintendent/Director of Human Resources Support Services within 3 months of the signing of the Agreement, informing the Superintendent/Director of where the adjustment can be forwarded.
- e) The Board shall notify the Bargaining Unit Executive, in any instance where cheques have been returned.

ARTICLE 25: EMPLOYEE BENEFITS

25.01 As per C7.00, the EHLT shall be the policyholder of the benefit plans, excluding statutory benefits. The ELHT shall determine the number of and terms and conditions of the benefit plans.

25.02 The Board will be responsible for enrolment, deduction and remittance of the premium contributions and providing available necessary data to the insurer and Bargaining Unit.

25.03 Long Term Disability Insurance

The Board shall assume the administrative cost of a benefit plan offered by Teachers Life. Each Teacher shall pay 100% of the premium cost of the Long Term Disability Insurance.

25.04 Sick Leave Credit Plan

The Teacher shall be provided with access to an electronic statement of sick leave and short term sick leave credits correct to the nearest one quarter of day reported on the Employees' electronic Statement of Earnings and Deductions.

25.05 The Union will be provided with an opportunity to comment on any proposed changes to the Board's Attendance Management Procedures prior to the implementation of any such changes

25.06 Medical Certificates

a) For a period of illness exceeding two days a Teacher shall be required to file a medical certificate only if such certificate is requested by the Superintendent/Director of Human Resources Support Services within 10 working days of the Teacher returning to work. For an illness of 1 or 2 days a medical certificate shall not be required unless asked for at the time the Teacher notifies the school or within 2 hours after normal school opening on the day of the absence.

b) Any medical certificate submitted by a Teacher is to be submitted to the Board's Abilities Office (abilities.office@peelsb.com) or to confidential fax (905-890-0485).

25.07 a) When required, the Board, the Union, and the Teacher shall meet to develop cooperatively a modified return to work and/or accommodation program. Notwithstanding the above, any party may request a meeting in support of a modified return to work and/or accommodation program.

ARTICLE 25: EMPLOYEE BENEFITS (CONTINUED)

- 25.07 b) A Teacher has the right to Union representation at any meeting where a return to work/accommodation program is being discussed. The Board shall notify the Teacher of this right.
- 25.08 Where appropriate accommodation cannot be resolved at the work location, the Board and the Bargaining Unit shall continue to develop cooperatively, in consultation with the Teacher involved, modified work programs for any Teacher who requires accommodation in respect of a disability.
- 25.09 The Board and the Union are committed to a consistent approach to meeting the needs of disabled Teachers, to treating such Teachers with dignity and respect, to restoring them to meaningful work of value to the Board, and to meeting the parties' obligations with respect to accommodation under the *Ontario Human Rights Code*. The Board and the Union further recognize that Teachers who require accommodation have obligations to cooperate in the process, including the clear communication of any accommodations sought and the providing of all reasonably required medical information.
- 25.10 a) The Board shall ensure that all medical records are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Superintendent/Director of Human Resources Support Services and those personnel designated by the Superintendent/Director. The Superintendent/Director shall, upon request, advise the Bargaining Unit Executive of the names of those so designated. Such personnel shall not be members of the Bargaining Unit.
- b) A Teacher may receive copies of the information contained in his or her medical record by making such a request to the Superintendent/Director of Human Resources, in writing.
- 25.11 The Bargaining Unit Executive may file a grievance with respect to an alleged violation of the Teacher's rights under the Collective Agreement resulting from the administration and/or application of any Attendance Management Policy.

25.12 Board Liability Insurance

The Board and the Teachers note the memo contained in Appendix B.

ARTICLE 26: ALLOWANCE ON RETIREMENT

Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:

26.01 An allowance on retirement from the Board shall be paid when all of the following conditions have been met:

- a) A Teacher has been continuously under contract to, or on leave from, with or without salary, the Board or its predecessors for a minimum period of 10 years immediately prior to the retirement date.
- b) A Teacher has an accumulated minimum total of 10 years of service with the Board that qualify for step placement.
- c) The Teacher has attained the age of 60 years or is eligible for a pension under the provisions of the Teachers' Pension Plan and is at such time employed by the Board.

26.02 Any Teacher who qualifies for an allowance on retirement from the Board who dies before receiving the full benefits of the allowance shall have the allowance paid to the Teacher's estate.

26.03 All the benefits of the allowance shall be paid in full within one year of the Teacher's retirement or in a manner which is mutually satisfactory to the Teacher and the Board.

26.04 The amount of the allowance payable shall be calculated as follows for accumulated service as defined in Article 26.01 b):

- a) for ten years' service - 20% of the annual salary being paid at the time of retirement;
- b) for each additional year of service - 2% of the annual salary being paid at the time of retirement;
- c) the foregoing allowance shall be grandparented for Teachers employed on November 24, 1998 (including those with recall rights); for Teachers hired after November 24, 1998, the foregoing amount shall be multiplied by the number of sick leave days standing to the credit of the Teacher at the time of retirement, to a maximum of 200, and then divided by 200;
- d) the maximum amount payable shall be 50% of the annual salary being paid at the time of retirement.

ARTICLE 27: NO DISCRIMINATION

- 27.01 Neither the Board, the Union, the Bargaining Unit Executive nor a Teacher shall discriminate in their employment against any employee of the Board on any ground prohibited by the *Ontario Human Rights Code* or the *Ontario Labour Relations Act*, including age, race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, record of offences, marital status, family status or disability, as those terms are defined in the *Code*.
- 27.02 The Board, the Union, the Bargaining Unit Executive and the Teachers recognize that a Teacher has the right to freedom from sexual harassment and any other form of harassment in the workplace prohibited by the *Ontario Human Rights Code*. The Board recognizes that any form of harassment is a serious matter and will be addressed in accordance with Board policy and procedure.
- 27.03 The Board, the Bargaining Unit Executive and the Union recognize that they all have a duty to accommodate individuals in accordance with the *Ontario Human Rights Code* and hereby confirm their agreement to comply with such obligations.

ARTICLE 28: PROFESSIONAL DEVELOPMENT LEAVE

28.01 Professional Development Leave may be granted for Teachers to participate in short period programs potentially beneficial to Peel students. Any such leaves shall normally not exceed seven consecutive calendar days per individual. Such programs shall include workshops, conferences, trade shows, short-term courses, visits to innovative teaching programs, etc.

28.02 a) Approval for Professional Development Leave may be granted by the Principal/Supervisor and/or Superintendent under the supervision of the Superintendent/Director of Human Resources Support Services.

b) In each Branch, there shall be a Branch STPDL member. The Branch STPDL members shall be responsible for electing the STPDL Monitoring Committee. The STPDL Monitoring Committee will make every effort to distribute equitably the available monies over the various subject departments in the Branch and to be cognizant of class disruption and organizational changes occurring from the leave. The STPDL Monitoring Committee is accountable to the Superintendent/Director of Human Resources Support Services.

c) The OSSTF Vice President and Chief Negotiator shall be the STPDL Co-ordinators. The STPDL Co-ordinators will ensure that the STPDL funds are allocated in accordance with the criteria established by the Branch STPDL Committee members in consultation with the Superintendent/Director of Human Resources Support Services.

d) The STPDL funding shall be determined in accordance with Article 28.03.

28.03 The total budget for Professional Development Leaves during each school year shall be \$150. per Teacher calculated for all secondary Teachers employed on September 30th. Effective September 1, 2003, the budget shall be \$100. per Teacher calculated for all secondary Teachers employed on September 30th.

28.04 For the purposes of 28.03 above, the calculations for the Professional Development budget will be as follows:

a) In accordance with the number of staff assigned to teach in each school based on the projected blended enrolments using actual September 30 enrolment data in accordance with the Joint Staffing Committee's review process, together with any staff assigned over formulas as per Board resolution.

b) In accordance with the number of staff assigned to the Alpha Group as of September 30.

ARTICLE 28: PROFESSIONAL DEVELOPMENT LEAVE (CONTINUED)

- c) The Alpha Group includes any member of O.S.S.T.F. drawing a regular salary from the Board who is not assigned to a school, such as those listed below:
- those at the Peel Alternative School;
 - those at educational centres established under Section 19 (1) of the General Legislative Grants Regulation;
 - those on integration;
 - those who hold positions of Co-ordinator, Consultant, Resource Teacher, Staffing Officer, Resource Officer, Career Orientation Officer, or Admin. Assistants.
 - Adult Day School Continuing Education Teachers

However, a Teacher on a Teacher Funded Leave or Federation Leave pursuant to Article 4.06 a) shall not be considered to be drawing a regular salary from the Board for the purposes of this Article.

- d) No contribution to the Professional Development Leave Plan shall be made for any Teacher on an unpaid leave of absence. A Teacher on a Teacher Funded Leave is considered to be on an unpaid leave of absence.
- e) In cases where the Board is reimbursed for a Teacher's salary during the period of the leave, the Board shall be entitled to bill \$150. with respect to Professional Development Leave. Effective September 1, 2003, the Board shall be entitled to bill \$100. with respect to Professional Development Leave.

28.05 A Teacher receiving Professional Development Leave shall continue to receive full salary and benefits.

28.06 When the Board requires that a Teacher attend a program, the Board shall pay the Teacher's full salary and all related expenses from other funds. Short Term Professional Development Leave funds generated pursuant to this Article shall be utilized for leaves requested by Teachers and approved by the Board pursuant to Articles 28.01 and 28.02 hereof.

28.07 Professional Development Leave shall not affect the cumulative sick leave reserve allowance of the Teacher concerned.

28.08 At the end of each budget year, the unexpended balance of the STPDL fund will be added to the allocation for the next budget year as determined by 28.03.

ARTICLE 29: NIGHT SCHOOL/SUMMER SCHOOL

- 29.01 This Teacher option shall be applicable only to those Teachers who are declared Surplus to the Region and where a night school/summer school program is offered by The Peel District School Board.
- 29.02 Assignment to the night school or summer school will be an option available to management in utilizing the services of a Teacher on the Contract Portion of the Recall List. In such a circumstance the Teacher would be considered as a regular day school Teacher and have his/her salary and benefits determined in the same way as a regular day school Teacher.
- 29.03 Teachers on the Non-Contract Portion of the Recall List shall be preferentially hired to night school/summer school courses for credit, Grades 9-12, at the applicable night school/summer school rates for which the Teacher is qualified or by mutual agreement. Should the Teacher choose not to accept such an assignment, that Teacher will still retain his/her position on the Recall List.
- 29.04 Should a teaching assignment be given to a Teacher on the Non-Contract Portion, that Teacher may have his/her night school or summer school assignment revoked.

ARTICLE 30: ACTING ADMINISTRATIVE POSITIONS

- 30.01 A Teacher may be temporarily appointed to an Acting Principal or Vice-Principal position for a period of up to one school year to substitute for an absent Principal or Vice-Principal or in the event that the Board is not able to appoint a Teacher who is qualified for the position. During such an appointment that is more than one week but not more than one school year, the terms and conditions of employment as applied to Principals and Vice-Principals shall apply to the Teacher; however, such Teacher shall not evaluate or discipline another OSSTF member. No Teacher shall be appointed to such acting administrative position for more than a cumulative total of three (3) full school years. The Teacher shall continue to accrue seniority under Article 17 and to pay all Federation dues under Article 5 during the acting appointment. Upon termination of the acting position, the Teacher shall return to the Teacher's previous assignment, or if redundancies have occurred in the interim, to such other assignment as the Teacher may be entitled to on the basis of seniority.
- 30.02 A Teacher may be appointed as a Teacher In Charge on a temporary basis in the absence of a Principal or Vice-Principal for a maximum of forty (40) days per school year provided that a Principal or Vice-Principal is also in the school, except in an emergency situation. Notwithstanding the above, a Teacher In Charge may be left alone and responsible for a PAS site at which a sole administrator is assigned to a maximum of three (3) consecutive work days. Such a Teacher will continue to be subject to all terms and conditions of this Agreement. No on-calls shall be assigned as a result of such an appointment except in emergencies. An emergency shall be considered an unforeseen circumstance that arises during the school day. A Teacher In Charge shall not evaluate or discipline another OSSTF member.

ARTICLE 31: CRIMINAL RECORD CHECKS

- 31.01 The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 as amended of the *Education Act*, or any subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Superintendent/Director of Human Resources Support Services and those personnel designated by the Superintendent/Director. The Superintendent/Director shall, upon request, advise the Bargaining Unit Executive of the names of those so designated. Such personnel shall not be members of the Bargaining Unit.
- 31.02 The Board shall not release any information about a Teacher obtained pursuant to Regulation 521/01 as amended, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.

ARTICLE 32: PERFORMANCE APPRAISALS

- 32.01 The Board shall consult with the Bargaining Unit Executive regarding any new policies or operating procedures relating to performance appraisal.
- 32.02 Notwithstanding the time limits contained in Article 7 (Grievance Procedure), any grievance properly submitted regarding performance appraisals reports may be submitted up to the last day of the school year in which the performance appraisal occurs.
- 32.03 In addition to the right to grieve provided for under Article 9.04 (b) (2), with respect to any performance appraisal, any difference between the parties arising from the interpretation or alleged violation of this Article, the Board's Operating Procedure or Part X.2 of the *Education Act* or any regulation under it, including any question as to whether a matter is arbitrable, may be subject to a grievance and arbitration under this Agreement.
- 32.04 When a Teacher receives a performance appraisal report which is rated unsatisfactory or a development needed under NTIP, the Board shall advise the Bargaining Unit Executive of that fact and the date, time and location of the post-observation meeting, so as to allow the Bargaining Unit Executive to offer the Teacher assistance. If possible, the Board will provide at least two (2) days' notice to allow for the Bargaining Unit Executive to schedule such support.
- 32.05 Teachers in charge of an organizational unit shall not be responsible for conducting performance appraisals.
- 32.06 The Optional Log of Teaching Practice or similar tool is a resource only and will not be a mandatory component.
- 32.07 A Teacher Performance Appraisal will not occur during the first two (2) weeks or the last two (2) weeks of a semester, except where required by a mandatory timeline or at the mutual agreement of the parties.
- 32.08 A Teacher shall be provided a minimum of forty-eight (48) hours' notice before a classroom observation. In the event of a cancellation of the observation, the observation may occur as soon as the next instructional day.
- 32.09 At least one (1) observation during the performance appraisal shall be in a class within the Teacher's area of qualification unless the Teacher is in agreement or the Teacher Performance appraisal is out of cycle or there is a compulsory timeline that must be met.
- 32.10 The extent of a Teachers' participation in extra-curricular programs or other voluntary activities shall not be the subject of adverse commentary in a performance appraisal and shall not be a factor considered in rating any teacher's performance unsatisfactory.

ARTICLE 32: PERFORMANCE APPRAISALS (CONTINUED)

- 32.11 In accordance with the Education Act, the Teacher Performance Appraisal legislation does not include a continuing education teacher.
- 32.12 The Board agrees to apply the timelines for evaluation in a manner that is consistent with its obligations under the *Ontario Human Rights Code*.
- 32.13 When a teacher receives an unsatisfactory performance appraisal, the Board, with the permission of the teacher, will forward a copy of the report to the Bargaining Unit President.
- 32.14 Teachers who receive a first Unsatisfactory Teacher Performance Appraisal shall receive a draft improvement plan within five (5) school days of receiving the signed Summative Report.
- 32.15 Out of cycle performance appraisals will only be scheduled after appropriate consultation between the Principal, the Superintendent and Human Resources. The Board will notify the Bargaining Unit President prior to the commencement of the process.

ARTICLE 33: ANNUAL LEARNING PLAN (ALP)

33.01 Subject to any revisions from the Ministry of Education, the Annual Learning Plan is teacher-authored and teacher-directed, and is developed in a consultative and collaborative manner with the Principal.

ARTICLE 34: CROSS CURRICULAR AND CURRICULUM HEADSHIPS

34.01 The role of the Cross Curricular and Curriculum Headships shall be to provide instructional, administrative and school leadership. The Cross Curricular and Curriculum Head shall work with other teachers in a school to promote collaboration, school success, and school and departmental objectives. Teamwork must be central to the achievement of these objectives and collaboration promotes their collective ownership. The relationship of a Head to the members of her/his department is one of mentorship, co-ordination and team leadership. Cross Curricular and Curriculum Heads shall not supervise, evaluate or discipline other employees.

34.02 In addition to the above, the Cross Curricular and Curriculum Heads shall:

- (a) assist the principal and the in-school staffing committee by recommending the assignments and timetable allotments of the teaching and support staff (where appropriate) in implementing the programme of the department;
- (b) offer direct assistance and mentorship to the members of the department;
- (c) report to the principal deficiencies in the equipment or facilities used by the department;
- (d) make recommendations to the principal regarding budget requirements;
- (e) facilitate department meetings;
- (f) facilitate emergency lesson plans. Heads shall not be required to create lesson plans for absent Teachers.

34.03 Headships will be allocated annually based average daily enrolment (ADE) projections used during the preliminary initial staffing.

34.04 Headships will be allocated in schools in accordance with the following:

Projected Average Daily (ADE) Enrolment	No. of Headships
Under 700	7
700 – 799	8
800 - 999	9
1000 - 1249	10
1250 - 1499	11
1500 - 1999	12
2000 and above	13

ARTICLE 34: CROSS CURRICULAR AND CURRICULUM HEADSHIPS
(CONTINUED)

- 34.04 In the case of the establishment of a new school, the number of headships will be determined in consultation with the Associate Director Instructional Support Services and the Bargaining Unit President, but not less than the above formula. The postings for all Headships in a new school will occur before all other posting of vacancies in the staffing process.
- 34.05 In a subsequent year, where the ADE projections increase beyond a trigger number, the additional headship will be granted for the following year.
- 34.06 Should the ADE projections decrease below a trigger number, in the first year, the number of headships will not be reduced. If the enrolment stays below the trigger for a second year, however, the position will be removed.
- 34.07 Notwithstanding the headships above related to average daily enrolment (ADE) projections, it has been determined in consultation with the Associate Director Instructional Support Services and the Bargaining Unit President that the following schools will be provided with headships as of September 1, 2020:

Location	No. of Headships
Parkholme School	2
Applewood School	2
PAS North	2
PAS South	2

At Parkholme and Applewood, these headships will be for the purpose of supporting special education and student success. PAS will create headships in consultation with their SAAC committee.

- 34.08 When a Cross Curricular and Curriculum Head position is added or removed, the Principal will consult with S.A.A.C. to attempt to reach a consensus. If there is no consensus, the Superintendent of Education and the Bargaining Unit representative will be asked to assist. Should there remain a dispute at the end of this review, then the matter will be referred to the Joint Staffing Committee for further discussion. If no agreement is reached in this forum, then the decision of the Director of Education or designate will be binding.
- 34.09 Headships will be established in either defined curriculum areas or in a cross-curricular school leadership role.

ARTICLE 34: CROSS CURRICULAR AND CURRICULUM HEADSHIPS
(CONTINUED)

34.10 Each school will have a minimum of five curriculum headships that are chosen from one or a combination of the OSS curriculum areas which include Arts (music, visual arts, drama, dance), Business, Canadian and World Studies, Cooperative Education and Experiential Learning, English, ESL, French as a Second Language, Guidance and Career Education, Health and Physical Education, International Languages, Mathematics, Native Studies, Resource Centre, Science,

Social Science and Humanities, Special Education and Technological Studies. Each credit course offered by the school will be tied to a curricular headship.

34.11 Curriculum headships will be for a fixed five (5) year term. At the end of the fixed five year term, all curriculum headships are advertised as part of the staffing process. Individuals who have held a curriculum headship are eligible to apply to any headship for which they are qualified.

34.12 If the school decides to change the Cross Curricular and Curriculum Headship structure, the Principal will consult with S.A.A.C. to attempt to reach a consensus. If there is no consensus, the Superintendent of Education and the Bargaining Unit representative will be asked to assist. Should there remain a dispute at the end of this review, then the matter will be referred to the Joint Staffing Committee for further discussion. If no agreement is reached in this forum, then the decision of the Director of Education or designate will be binding.

34.13 The qualification for a curriculum headship is a specialist qualification in one of the subject areas contained within the curriculum headship.

34.14 If a teacher relinquishes his or her headship during the five year term, his or her successor will be appointed to the balance of the term.

34.15 Cross-curricular headships will have leadership responsibilities within the school related to Ministry, Board or school programs or initiatives.

34.16 Cross-curricular heads will be for a one (1) year term with an option to renew for an additional one (1) year. The nature of responsibility may change from year to year, with input from the incumbent. If the school decides to change the responsibilities, the Principal will consult with S.A.A.C. to attempt to reach a consensus. If there is no consensus, the Superintendent of Education and the Bargaining Unit representative will be asked to assist. Should there remain a dispute at the end of this review, then the matter will be referred to the Joint Staffing Committee for further discussion. If no agreement is reached in this forum, then the decision of the Director of Education or designate will be binding.

ARTICLE 34: CROSS CURRICULAR AND CURRICULUM HEADSHIPS
(CONTINUED)

- 34.17 A school will have a maximum of three (3) cross-curricular headships except where the ADE is less than 800, where only two (2) cross-curricular headships are permitted.
- 34.18 An individual must hold a specialist qualification in any area to be eligible to hold a cross-curricular headship.
- 34.19 If there is a demonstrated need for a change in the Cross Curricular and Curriculum Headship structure during the term of a headship, the Principal will consult with S.A.A.C. to attempt to reach a consensus. If there is no consensus, the Superintendent of Education and the Bargaining Unit representative will be asked to assist. Should there remain a dispute at the end of this review, then the matter will be referred to the Joint Staffing Committee for further discussion. If no agreement is reached in this forum, then the decision of the Director of Education or designate will be binding.
- 34.20 If an incumbent is temporarily unavailable for 20 consecutive instructional days or more (for teacher funded leave, secondment or to take a position as an instructional coach, for example) then the position in its entirety will be filled by an acting headship for the duration of the head's absence as outlined in Article 16.05 c) of the Collective Agreement. The filling of a vacancy for a period of less than twenty (20) days is at the discretion of the Board.
- 34.21 All vacant headships in established schools will constitute the first posting of vacancy in the staffing process with the exception of new school openings.
- 34.22 In the event a Department Head is on a modified work schedule due to an accommodation plan as set out in Article 25.07 (a), the full amount of the headship allowance will be paid for the term of the accommodation.

Peel District School Board
Employee Funded Leaves - Application

Appendix A
Form 5(b)
Secondary

Name _____ Emp. No. _____
School _____
Home Address _____
Department _____ Number in Dept. (including Head) _____
Date of Appointment to Peel _____
Have you previously been granted a Leave? No _____ Yes _____
Type _____ Year _____

I have read the terms and conditions of the Peel District School Board's Teacher Funded Leave Plan and hereby agree to enter the Plan under the following terms and conditions.

1. I wish to enroll in the (check one)
_____ Sabbatical Leave with Salary Holdback Plan
_____ Deferred Salary Leave
Payments into plan commencing: _____
2. I shall take my leave from the Peel District School Board
from _____ to _____
3. I agree to have the Peel District School Board make appropriate deductions from my gross salary including any allowance on each pay date as specified in the Collective Agreement and to have the Board apply this amount toward the financing of my leave under this Plan.
4. It is understood by both the Board and the Teacher that the terms of the Teacher Funded Leave Plan will remain in force as it pertains to said Teacher until the Teacher returns to regular duty.
5. In accordance with Article 12.12, I appoint _____
_____ as my beneficiary.
6. I further agree to the terms and conditions as set out in the Collective Agreement.
7. I acknowledge that according to the Income Tax Act I am required to pay income tax on the interest generated in the fund.
8. The implications that may result from the choice of plan selected are the responsibility of the participant. These include the choice of period of time selected, as well as pension and income tax implications.

I agree to the terms of the leaves policy in that this leave will not be to pursue employment that is in direct conflict with the interests of the Peel District School Board or public education.

Date Teacher's Signature

Superintendent/Director of Human Resources Witness (to Teacher's Signature)

Application is to be received in the Human Resources Department by January 31st.

February 28, 2001

Re: Non-Owned Automobile Liability Insurance Coverage

This letter is written to clarify certain points regarding the Board's Non-Owned Automobile Liability Insurance Coverage.

This coverage provides for a limit of liability of \$15,000,000 (fifteen million dollars) in the event that any employee, volunteer, student or trustee of the Peel District School Board is involved in an accident where the Third Party sues the driver as well as the School Board. The owner's vehicle liability insurance is always the primary coverage.

Coverage includes approved trips established in accordance with the Peel District School Board regulations while acting as an employee, volunteer, student or trustee, and is not restricted to regular school hours.

Approved trips are trips approved by a senior official, e.g., Vice Principal, Principal, Superintendent of Schools, in accordance with the regulations established by the Peel District School Board. In an emergency situation, e.g., transporting an injured student for medical attention, where it may not be possible to obtain such approval, the insurer would not invalidate a claim.

Yours truly,

Ms. Rani K. Dhaliwal
Controller, Finance & Administration

**PEEL DISTRICT
SCHOOL BOARD**

**POLEEN GREWAL
ASSOCIATE DIRECTOR
INSTRUCTIONAL SUPPORT SERVICES**

**ANDREW SOBOLEWSKI
PRESIDENT
OSSTF**

DISTRICT 19

September 1, 2020

To: Secondary Principals and Vice Principals
OSSTF Branch Presidents

c: Superintendents of Education – Secondary

Re: Early Progress Reports

This memo represents a reminder regarding early progress reports:

- All schools must produce a web-based " Early Progress Report"
- All students will receive an Early Progress Report
- Reports should only contain information on learning skills
- A comment is mandatory for students who are performing at Level 1 or 2 and for students who are disengaged for a variety of reasons;
- The n/a designation will only be used in those rare cases where there is insufficient information upon which to base an assessment
- Reports should be issued in mid-October and mid-March for semestered schools and mid-October only for non-semestered schools.

Effective Practice:

- Principals engage teachers in collaborative discussion around the importance of assessment for learning and the need to align practices across the board
- Principals will create opportunities, where appropriate, to provide training in the use of the early progress report
- Timelines for completion of the web-based report are developed that are reasonable in terms of teachers having sufficient data to make informed decisions for reporting and in terms of having adequate time to complete the reports to meet deadlines
- Access to school computers is made convenient for teachers through the opening of school labs during the day and outside of the school day as needed
- Schools communicate the intent of the early progress report to both students and parents as assessment for learning.

APPENDIX "D" – LETTERS OF INTENT

LETTER OF INTENT #1

RE: BARGAINING UNIT MEETINGS

The Board acknowledges that past practice has allowed Branch Affiliates to hold meetings at the worksite, at reasonable times and reasonable locations, subject to the permission and discretion of the Board, and will permit this practice to continue. Any problems experienced by the Bargaining Unit or the Board in this regard may be referred to the Liaison Committee.

APPENDIX "D" – LETTERS OF INTENT (CONTINUED)

LETTER OF INTENT #2

RE: COMMUNICATION OF CHANGES IN BOARD POLICY

At recent collective bargaining negotiations, the parties discussed the need to communicate changes in policy of the Board which will directly affect Teachers, pursuant to Article 9.05 of the Collective Agreement. The parties agreed to refer to the Liaison Committee the issue of the process to be followed in communicating such policy changes.

APPENDIX "D" – LETTERS OF INTENT (CONTINUED)

LETTER OF INTENT #3

RE: EXTRA CURRICULAR ACTIVITIES

The Board values the voluntary work of the Teachers in extra-curricular activities with students and is committed to providing an environment in which their voluntary contribution can enhance students' school life.

APPENDIX "D" – LETTERS OF INTENT (CONTINUED)

LETTER OF INTENT #4

RE: UNION AFFILIATION OF SPECIAL EDUCATION TEACHERS

Effective September 2006, the parties agree to implement the ruling of the Ontario Labour Relations Board dated October 28, 2003 involving Kawartha Pine Ridge DSB, with respect to the union affiliation of Teachers employed to teach special education needs students of secondary school age at the Applewood Acres and Parkholme school and satellite locations. ETFO members moving into OSSTF positions shall maintain their current seniority/start date held with the Peel District School Board. The Board will honour the Teachers' QECO rating for purposes of grid placement until August 31, 2010 by which time the Teachers will be required to present an OSSTF Certification Rating Statement for the purpose of salary categorization effective September 1, 2010.

APPENDIX "D" – LETTERS OF INTENT (CONTINUED)

LETTER OF INTENT #5

RE: INTERNAL JOB APPLICATIONS

At recent collective bargaining negotiations, the parties agreed that in the event that the technology becomes available and is utilized for the purpose of internal job postings, the parties will meet to determine information that will be shared with the Bargaining Unit with regards to applicants, shortlisting, and successful candidates.

APPENDIX "D" – LETTERS OF INTENT (CONTINUED)

LETTER OF INTENT #6

RE: E-LEARNING

At recent collective bargaining negotiations the Parties agree to establish a committee of up to three (3) representatives of the Board and three (3) representatives of the Union to discuss the implementation of the new E-Learning class sizes. The committee shall also consider issues including but not limited to:

- JSC review of E-Learning class sizes
- Staffing of E-Learning sections
- E-Learning teacher needs such as hardware, software, etc.

APPENDIX "D" – LETTERS OF INTENT (CONTINUED)

LETTER OF INTENT #7

RE: LIAISON COMMITTEE

At recent collective bargaining negotiations, the parties agreed to refer the following issues to the Liaison Committee for discussion:

- Pilot project re: lunch scheduling for 21/22 school year
- OSSTF PD Day options
- Salary Schedule (number of pays per year)
- DD classes – composition and staffing of classes
- Concerns regarding AP, IB and SHSM including but not limited to assignment of IB, AP and SHSM courses and associated training
- A review of current staffing processes
- Hiring process for alternative credit granting programs run outside school day

APPENDIX "D" – LETTERS OF INTENT (CONTINUED)

LETTER OF INTENT #8

RE: LEAVES OF ABSENCE

At recent collective bargaining negotiations, the Board and the Union discussed the use of Family Responsibility Days and Personal Discretionary Days. It was agreed that the Parties would meet to discuss potential options for expanding the criteria. This matter has been referred to the Liaison Committee for discussion.

APPENDIX "D" – LETTERS OF INTENT (CONTINUED)

LETTER OF INTENT #9

RE: EMPLOYEE WELLNESS

At recent collective bargaining negotiations, the Board and the Union discussed the ongoing impacts on employee health and wellness. It was agreed that the Parties would continue to discuss this issue through the Liaison Committee and the Board's Wellness Committee, including ongoing discussions about the National Standard of Canada for Psychological Health and Safety in the Workplace.

APPENDIX "D" – LETTERS OF INTENT (CONTINUED)

LETTER OF INTENT #10

RE: EQUITY INITIATIVES

In support of providing information and input to the Board's Equity initiatives, the opportunity for meetings will be arranged for OSSTF representatives and the incoming Superintendent of Equity. OSSTF shall support the Board's equity initiatives through participation on any equity committees that may be established for this purpose.

APPENDIX "E" – LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING #1

RE: ROY MCMURTRY SCHOOL

The Board agrees that any changes regarding Roy McMurtry School which will directly impact the working conditions of Teachers, shall be communicated to the President of the Bargaining Unit by the applicable member of the Senior Administration or designate. The Board agrees to consider the input from the Bargaining Unit prior to a final decision being made by the Board. The final decision of the Board will be communicated to the President of the Bargaining Unit or designate.

APPENDIX "E" – LETTERS OF UNDERSTANDING (CONTINUED)

LETTER OF UNDERSTANDING #2

RE: SCHOOL CLOSURES

In the event of an announcement of a secondary school closure the President of the Bargaining Unit will be notified and the parties will establish a committee comprised of equal representation of up to three (3) members of the Bargaining Unit and up to three (3) representatives of the Board to develop a staffing protocol. Any agreed protocol shall include, but not be limited to the following:

- a) No Teacher shall, by reason of school closure, be deprived of the Teacher's rights to placement in a position elsewhere in the system according to Seniority (Article 17) and Transfer and Surplus (Article 16).
- b) The impact on Positions of Responsibility.
- c) The feasibility and timing of a dedicated posting round for those teachers who are declared excess from the closing school in advance of the regular posting process.

LETTER OF AGREEMENT

Between:
Peel District School Board
(hereinafter called “the Board”)
- and –

Ontario Secondary School Teachers Federation, District 19
(hereinafter called “the Union”)

Re: Co-ordinators

The Board and the Union agree that Co-ordinators shall work twelve (12) months a year with five (5) weeks’ vacation each year. Effective September 1, 2021, vacation entitlement shall increase to six (6) weeks each year. The scheduling of vacations is subject to the approval of the immediate supervisor and such approval shall not be unreasonable withheld. Unused vacation shall not be carried over from year to year nor paid out at the end of the year. In addition, Co-ordinators shall not be required to work during the Winter Break and March Break.

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A COLLECTIVE AGREEMENT

between

**THE HALTON DISTRICT SCHOOL BOARD
(hereinafter referred to as the “Board”)**

and

**THE ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION
representing
THE SECONDARY OCCASIONAL TEACHERS
DISTRICT 20 – HALTON
(hereinafter referred to as the “Bargaining Unit”)**

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
- i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.

- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

C3.2 The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).

C3.3 “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.

C3.4 “Employee” shall be defined as per the *Employment Standards Act*.

C3.5 “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

C4.1 OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

C4.2 The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.

C4.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.

b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.

c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.

d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.

b) The Committee shall meet at the request of one of the central parties.

c) The central parties shall each have the following rights:

i. To file a dispute as a grievance with the Committee.

ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.

iii. To withdraw a grievance.

iv. To mutually agree to refer a grievance to the local grievance procedure.

v. To mutually agree to voluntary mediation.

vi. To refer a grievance to final and binding arbitration at any time.

d) The Crown shall have the following rights:

i. To give or withhold approval to any proposed settlement between the central parties.

ii. To participate in voluntary mediation.

iii. To intervene in any matter referred to arbitration.

e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.

f) It shall be the responsibility of each central party to inform their respective local parties of the Committee’s disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.

g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

a) Any central provision of the collective agreement alleged to have been violated.

b) The provision of any statute, regulation, policy, guideline, or directive at issue.

c) A detailed statement of any relevant facts.

d) The remedy requested.

C5.4 Referral to the Committee:

a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.

b) The Central Parties may engage in informal discussions of the disputed matter.

c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.

d) The Committee shall complete its review within 10 days of the grievance being filed.

e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.

f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

a) The central parties may, on mutual agreement, request the assistance of a mediator.

b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.

c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

a) Arbitration shall be by a single arbitrator.

b) The central parties shall select a mutually agreed upon arbitrator.

c) The central parties may refer multiple grievances to a single arbitrator.

d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.

e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.

c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.

d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:

- i. September 1, 2019: \$5709/FTE
- ii. September 1, 2020: \$5937/FTE
- iii. September 1, 2021: \$6174/FTE

b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:

- i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
- ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
- iii. The Crown shall make only one payment under b).
- iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan

administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.

b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.

ii. In addition, increases shall be provided in each of the following years:

September 1, 2019: 4%

September 1, 2020: 4%

September 1, 2021: 4%

iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.

b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will cooperate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.

f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.

i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the

appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.

d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.

b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.

c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.

d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.

e) Nothing in this article affects existing local entitlements to Federation Leave

C14.00 E-LEARNING

a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.

b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.

c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.

d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:

i. Near North District School Board

ii. Avon Maitland District School Board

iii. Hamilton-Wentworth District School Board

iv. Huron Perth Catholic District School Board

v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional	
Please check one:	
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.	
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3	
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.	
First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____
Date of Assessment: dd mm yyyy	

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: <i>Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>)				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately:		Have you discussed return to work with your patient?		
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Recommendations for work hours and start date (if applicable):		Start Date: dd mm yyyy		
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours				
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____

Telephone Number:	
Fax Number:	
Signature:	

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.

- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.

iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. Utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. Provide teachers with the appropriate claims applications in the event of disability
- V. Support, complete and submit the employer statement in the LTD claim process;
- VI. Support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. Provide the group policy/plan document to Employers and teachers;
- III. Provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. Communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. Provide access to teachers on the LTD coverage information;
- VI. Develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. Provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. Participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF-provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;

- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.

2.1.2 The appointed independent experts will:

- a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
- b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
- c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.

2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.

2.1.4 All voting requires a simple majority to carry.

2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:

3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.

3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

3.1.4 No individuals who retire after the Board participation date are eligible.

3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.

3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.

3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

4.1.1 The Government of Ontario will provide:

- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
- b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
- d. The Trust shall retain rights to the data and the copy of the software systems.

4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.

4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.

4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.

4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

- a. If available, the paid premiums or contributions or claims costs of each group; or
- b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees’ Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) “Total cost” means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier’s most recent yearly statement and, if any, premium costs on other school

authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.

- ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.

- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.1.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.

5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.

5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:

- a. Validation of the sustainability of the respective Plan Design;
- b. Establishing member contribution or premium requirements, and member deductibles;
- c. Identifying efficiencies that can be achieved;
- d. Adopting an Investment Policy; and
- e. Adopting a Funding Policy.

5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:

- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
- b. Fund claims stabilization or other reserves;
- c. Improve plan design;
- d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
- e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;

- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period. Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;
 - 1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDLP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
 - 2. A SEB plan with existing superior entitlements;
 - 3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

"Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

PART B

ARTICLE L1 – PURPOSE

1.01 It is the intent of the parties and the purpose of this agreement to maintain mutually satisfactory relationships by setting forth certain terms and conditions of employment bargained by the local parties and to provide a procedure for the equitable settlement of grievances between the parties related to Part B of this agreement.

1.02 The parties recognize that the provisions of this Agreement are subject to, and accordingly modified by, applicable legislation.

ARTICLE L2 – SCOPE AND RECOGNITION

2.01 The employer being the Halton District School Board (hereinafter referred to as the “Board”) recognizes the Ontario Secondary School Teachers’ Federation O.S.S.T.F. – Halton District 20 (hereinafter referred to as the “Bargaining Unit”) as the bargaining agent for all Occasional Teachers, as defined by the Education Act, employed by the Board in its secondary panel.

2.02 The Bargaining Unit will inform the Board from time to time of the persons authorized to act on behalf of the Bargaining Unit.

2.03 During the effective period of this Agreement, its terms, except for error or omission, shall be applicable to all Members of the Bargaining Unit of Secondary Occasional Teachers employed by the Halton District School Board.

2.05 The Parties recognize the right of each party to obtain assistance from advisors, agents or counsel to assist the party in matters pertaining to the negotiation of this Agreement. Each party shall be responsible for all fees and expenses incurred to provide for the service of its representatives.

2.06 An Occasional Teacher may be a Member of more than one Union and/or Bargaining Unit.

2.07 The parties agree that Letters of Agreement attached to this Collective Agreement form an integral part of the Agreement.

ARTICLE L3 - TERM OF AGREEMENT

3.01 This Agreement shall supersede all previous agreements. It shall form the basis for computing all salaries and other conditions defined herein.

3.02 As per Part A, Article C2.1 of this Agreement, this Agreement shall be in effect from September 1, 2019 and shall continue in force up to and including August 31, 2022 and shall continue automatically thereafter for annual periods of one year unless either Central party notifies the other that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with Part A, Article C2.3 of this Agreement.

3.03 If either Central party gives notice of its desire to negotiate amendments in accordance with 3.02, the Local parties shall meet in accordance with Section 32(2) of the School Boards Collective Bargaining Act.

3.04 In accordance with the School Boards Collective Bargaining Act, the local terms of this agreement may be amended at any time during the life of the agreement upon mutual written consent of the parties.

ARTICLE L4 - IMPLEMENTATION

4.01 The salary paid to an Occasional Teacher by the Board that is covered by this Collective Agreement, shall be, except for error, or omission, in accordance with the terms and conditions of this Collective Agreement and any other payments or arrangements shall be deemed to be contrary to this Agreement.

ARTICLE L5 - MANAGEMENT RIGHTS

5.01 Save and except to the extent specifically modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively with the Board and its administration.

5.02 Without limiting the generality of the foregoing, the Board's rights shall include:

- a) the right to hire, assign, evaluate, promote, demote, retire and transfer employees, including the exercise of judgement as to requirements and qualifications;
- b) the right to determine the services and courses to be provided and to alter, eliminate, establish or change services, courses and objectives;
- c) the right to plan and control the teaching and other programs and activities of the Board; the right to determine: programs to be offered by the schools; job content and functions to be performed; the number of Occasional Teachers to be employed; the number of students to be allocated to a program; class size; subjects to be taught; the designation or establishment of departments or areas of study; the hours of school; the school year and the holidays to be observed, and such other aspects of the Board's jurisdiction as are outlined in the legislation and regulations pertaining to education in the Province of Ontario.
- d) the right to make, change, and enforce reasonable rules and regulations governing the expectations of Occasional Teachers. The Board shall notify the President of the Occasional Teacher Bargaining Unit prior to effecting any major change in administrative procedures affecting Occasional Teachers.

5.03 No Occasional Teacher shall be disciplined by way of demotion, dismissal, transfer, suspension or have salary withheld without just cause. The Occasional Teacher will be informed of such action in writing, by registered mail, with a copy to the Bargaining Unit President, in an expeditious manner. It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the dismissal of probationary Occasional Teachers.

5.04 The parties agree that:

- a) no employee shall in any manner be discriminated against or coerced, restrained, or influenced on account of membership or non-membership in any labour organizations;
- b) there shall be no discrimination or harassment practised, by either party, by reason of an employee's membership or activity in the union;
- c) The Board agrees that it will abide by the Ontario Human Rights Code.

The Board agrees that none of its rights or functions will be exercised in a manner that is discriminatory, vexatious or that is contrary to the provisions of this Collective Agreement or the prevailing statutes governing education and labour in the province of Ontario.

ARTICLE L6 – DEFINITIONS

6.01 "Board" shall mean the Halton District School Board and its predecessor board(s).

6.02 "Long Term Occasional Teacher" means an Occasional Teacher who is employed for more than ten (10) consecutive instructional days as a replacement for one teacher.

6.03 "Member" means a Member of the Secondary Occasional Teachers' Bargaining Unit employed by the Board.

6.04 "Occasional Teacher" shall mean an "occasional teacher" as defined in the Education Act as amended from time to time and is employed by the Halton District School Board in the Secondary teaching panel.

6.05 “Occasional Teacher Roster” means a list of all teachers qualified to teach in Ontario and who are Occasional Teachers in good standing with the Ontario College of Teachers, including those on Letters of Permission, who have been accepted by the Board to teach as Occasional Teachers in the secondary panel.

6.06 “Probationary Period” means

- i. That a newly hired Occasional Teacher will work a probationary period equivalent to ninety (90) full instructional days or a probationary period equivalent to thirty (30) full instructional days with a satisfactory evaluation.
- ii. Following the expiration of the ninety (90) day probationary period, the Occasional Teacher will notify Human Resources to have their status changed to non-probationary. Once verified, their status would be retroactive to the ninety first (91st) day; or
- iii. After the Occasional Teacher has completed a probationary period equivalent to thirty (30) full instructional days and has received a satisfactory evaluation from an Administrator, the Occasional Teacher will submit the satisfactory evaluation to the Manager of Human Resources to have their status changed to non-probationary. Once verified, their status would be retroactive to the thirty first (31st) day.

6.07 “Secondary Teachers” (TBU) shall mean the Secondary Teachers, other than Occasional Teachers, employed by the board in its secondary panel.

6.08 “Short Term Occasional Teacher” means an Occasional Teacher other than an Occasional Teacher on a Long Term Occasional Teacher contract.

6.09 “Bargaining Unit” (OTBU) means the Members of the Secondary Occasional Teachers’ Bargaining Unit, Ontario Secondary School Teachers’ Federation District 20, who are employed by the Halton District School Board to replace an absent Teacher.

ARTICLE L7 – OCCASIONAL TEACHER LIST

7.01 Only those Occasional Teachers whose names are on the Occasional Teachers' Roster shall be called for Short Term and Long Term Occasional Teaching assignments. Should the Board be unable to fill a position from the Occasional Teachers' Roster, the Board may use uncertified Occasional Teachers to fill such vacancies in accordance with the Education Act.

7.02 The Board may, from time to time, add to the Secondary Occasional Teachers’ Roster. The Board will inform the Union about the planned number of new hires.

The Bargaining Unit shall receive a list of the names, including Occasional Teachers on long term occasional contracts, monthly.

7.03.01 The Bargaining Unit President shall be provided with the following information monthly for each Occasional Teacher:

- a) Name, home address, primary telephone number, and seniority date;
- b) start date and term of appointment, where it is known for long term occasional teachers;

7.03.02 Upon written request, no more than once per semester, the Board will provide the Bargaining Unit President with a list of new hires and their Ontario College of Teachers qualifications as recorded in the Human Resources system.

7.03.03 By the end of September and end of February, the Board will provide the Bargaining Unit President with a copy of the up-to-date list of Secondary Occasional Teachers, which will include their name, seniority date, category rating, step placement, and the number of days worked.

7.04 The Board will review the composition of the Occasional Teacher roster at the completion of each school year.

7.05 a) In addition to clause 13.01, an Occasional Teacher's name shall be removed from the list if the teacher:

i) is dismissed in accordance with Clause 5.03;

ii) resigns, or retires;

iii) becomes a full-time contract teacher;

iv) is terminated pursuant to the Education Act and the Regulations;

v) is deemed unqualified by the College of Teachers or is no longer in good standing with the Ontario College of Teachers;

vi) is offered and does not accept a minimum of ten (10) days within the previous school year, unless the Occasional Teacher is on an approved leave of absence for the full school year.

b) Prior to the removal of an Occasional Teacher's name from the Roster in accordance with Article 7.05 a) vi, the Board will inform the Occasional Teacher by July 15, stating the reasons for the removal. The President of the Bargaining Unit will receive a list of those names removed referred to in 7.05 a) iii, iv, v, and vi.

c) Prior to a teacher's name being removed from the calling list of a secondary school, the Board will inform the Occasional Teacher, in writing, with a copy to the Bargaining Unit President, of the reasons for removal.

d) Notwithstanding Article 7.05 a) vi), a Secondary Occasional Teacher who is elected as the Bargaining Unit President or appointed to a mandatory Board committee will maintain their eligibility for the Secondary Occasional Teaching Roster during the term of their election/appointment.

7.06 a) An Occasional Teacher shall sign into the Employee Self Serve (ESS) to change their name, address or telephone number. Changes in ESS will be reviewed and entered into the system by the Human Resources Department. A name change will take effect in the system when the Human Resources Department has received all supporting documentation.

b) It is the Occasional Teacher's responsibility to ensure that their account in the Halton Absence and Reporting System is correct and that their profile is up to date including, but not limited to, their classifications and schedule. An Occasional Teacher will ensure that their account in the Halton Absence and Reporting System has been updated to reflect their availability dates after returning from a leave of absence.

7.07 Should a period of ninety-five (95) consecutive instructional days elapse without the Occasional Teacher being called out for employment, the Occasional Teacher's name shall remain on the Board Roster of Secondary Occasional Teachers unless removed in accordance with Clause 7.05. Notwithstanding the foregoing, the Occasional Teacher shall not be considered to be a member of the Bargaining Unit following the elapse of ninety-five (95) consecutive instructional days unless or until called out for employment as an Occasional Teacher by the Board.

7.08 i) An Occasional Teacher who is on a Board approved leave of absence shall be indicated as "inactive" on the Occasional Teachers' roster. The Occasional Teacher is responsible for creating their unavailability dates on the Halton Absence Reporting System for the duration of the leave.

ii) Upon conclusion of the leave, it is the responsibility of the Occasional Teachers to inform the Board in writing of their availability and willingness to teach on an Occasional Basis. After receiving notice, the Board shall reactivate such Occasional Teachers on the roster.

ARTICLE L8 – BARGAINING UNIT DUES, ASSESSMENTS AND LOCAL LEVIES

8.01 On each pay date on which an Occasional Teacher is paid, the Board shall deduct from each Occasional Teacher the O.S.S.T.F. dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by O.S.S.T.F. and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

8.02.1 The O.S.S.T.F. provincial dues deducted in 8.01 shall be remitted to the Treasurer of O.S.S.T.F., 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, the number of days worked, salary for the period, and the amounts deducted.

8.02.2 The local Bargaining unit fee deduction in 8.01 shall be remitted to the Bargaining Unit no later than the 15th of the month following the date on which the deductions were made.

8.03 O.S.S.T.F. and/or the Bargaining Unit agrees to defend and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making such a mandatory deduction for the O.S.S.T.F. dues, assessments and local levies as specified above.

8.04 The amount to be deducted will be communicated in writing to the Board by July 1st each year for deductions commencing September 1st of the following school year.

8.05 The Board shall provide to the Bargaining Unit, by September 15th each year, a letter stating the total number of Secondary Long Term Occasional teaching days and the total number of Secondary Short Term Occasional Teaching days, for the previous school year.

ARTICLE L9 - RATES OF PAY

9.01 i) The Board shall pay to Short Term Occasional Teachers in respect of each day of employment as an Occasional Teacher with the Board, the following rate of pay prorated for part day assignments:

ii) The Salary Grid is inclusive of all vacation and statutory holiday payments required under the Employment Standards Act, as amended from time to time.

Secondary Daily Certified Teacher Rate

September 1, 2019 to August 31, 2020	\$241.83
September 1, 2020 to August 31, 2021	\$244.25
September 1, 2021 to August 31, 2022	\$246.69

Secondary Temporary Instructor Rate

September 1, 2019 to August 31, 2020	\$168.90
September 1, 2020 to August 31, 2021	\$170.59
September 1, 2021 to August 31, 2022	\$172.30

Secondary Daily Letter of Permission Rate

September 1, 2019 to August 31, 2020	\$209.54
September 1, 2020 to August 31, 2021	\$211.64
September 1, 2021 to August 31, 2022	\$213.76

iii) The Salary Grid for the Secondary Occasional Teachers would take effect beginning on the 11th (eleventh) consecutive instructional day of the assignment for the Long Term Occasional Teacher and will be made retroactive to the first day of the assignment. If the Occasional Teacher has signed a long term contract from the beginning of their assignment, they would be paid on the Secondary Teacher's grid from the first day of that assignment.

iv) A Short Term Occasional Teacher shall be paid accordingly to 18.03.01

9.02 Long Term Secondary Occasional Teachers

a) A Long Term Secondary Occasional Teacher as defined in Article 6 shall be paid in accordance with the applicable Salary Grid for the Board's Secondary Teachers for the term of his/her assignment.

b) The Salary Grid is inclusive of all vacation and statutory holiday payments required under the Employment Standards Act, as amended from time to time.

c) Changes in qualifications which result in a Teacher being placed in a higher category shall be effective on or retroactive to September 1, provided:

i) the qualifications are recognized by the Ontario College of Teachers and obtained on or before September 1; and

ii) provided the Manager of Human Resources receives written confirmation before December 31 of that year that the individual has completed the application process; and

iii) provided the Manager of Human Resources receives written documentation of qualifications on or before May 31 of the subsequent year.

All conditions must be fulfilled by the Teacher for a higher category placement to become effective.

d) Changes in qualifications which result in a Teacher being placed in a higher category shall be effective on or retroactive to January 1, provided:

i) the qualifications are recognized by the Ontario College of Teachers and obtained after September 1 of the preceding year but on or before January 31; and

ii) provided the Manager of Human Resources receives confirmation before March 31 that the individual has completed the application process; and

iii) provided the Manager of Human Resources receives written documentation of qualifications on or before August 31.

All conditions must be fulfilled by the Teacher for a higher category placement to become effective.

9.03 Long Term Occasional Teachers shall be paid a per diem rate based upon the number of days actually worked in the month.

9.04 Related Experience

a) An Occasional Teacher shall be paid for related experience that has been approved by the Executive Officer of Human Resources.

b) In the application of related experience credit for grid placement, only full years of related experience shall be considered and these shall be determined at the time of initial LTO hiring only.

9.04.01 Trade Experience will be recognized on the salary schedule as follows:

a) For every one (1) year of approved trade or vocational experience, one (1) year on the salary grid, shall be recognized, to a maximum of six (6) grid steps. No teacher's salary will exceed the maximum of the Teacher's salary group as a result of the recognition of related experience. To be eligible for this grid placement, a Teacher must be teaching a reasonable amount of time in the trade or vocational subject(s) where the Teacher's valid vocational or occupational (practical) certificate is granted. Music, Art, and Family Studies are excluded from consideration for related experience.

b) No type of part-time related trade experience shall be recognized for salary purposes. Each part-year period of related working experience shall be at least four (4) full working months of a working year before it may be credited.

c) The experience is directly related to the subject discipline in which the Occasional Teacher is qualified.

d) The experience must be in excess of that required for admission to the Ontario Faculties of Education.

e) The related work experience has taken place within the twelve (12) year period immediately prior to the commencement of teaching.

9.04.02 Teachers of technical subjects in the regulated trades:

The teacher must provide the following documents to Human Resources:

- (i) a copy of their “Certificate of Qualification” showing the date of issue;
- (ii) a copy of the “Statement of Acceptability” issued by the Technical and Industrial Arts Department of a Faculty of Education, showing the number of years of acceptable work experience.

The experience paid will be for the number of years of acceptable experience following the date shown on the Certificate of Qualification subject to clause (1) above

OR, if a “Statement of Acceptability” is not provided by the University:

- (iii) Verification of all related experience in the form of letters from previous employers which confirm the date of hire, date of termination and a description of the work and responsibility involved. Affidavits verifying this information will only be accepted if the employee cannot obtain letters from employers. The number of years of acceptable related experience less the number of years required for submission to the Faculty of Education will be considered in the calculation of related trade experience.

9.04.03 Teachers of technical subjects in the unregulated trades:

The teacher must supply Human Resources with the following document(s):

- (i) a copy of the “Statement of Acceptability” as stated in (2)(ii) above.

The experience paid will be the number of years listed as “surplus of acceptable experience to that required” subject to clause (1) above.

OR, if a “Statement of Acceptability” is not provided by the University:

- (ii) Verification of all related experience in the form of letters from previous employers which confirm the date of hire, date of termination and a description of the work and responsibility involved. Affidavits verifying this information will only be accepted if the employee cannot obtain letters from employers. The number of years of acceptable related experience less the number of years required for submission to the Faculty of Education will be considered in the calculation of related trade experience.

** For both 2) and 3) admission to a Faculty of Education requires 2 –5 years of full-time wage-earning experience. These required number of years are subtracted from the total eligible work experience years. Five years of wage-earning is generally standard use for admission, if less years are used, the teacher will have to provide a letter from the university.

- d) Related experience for Business (Accounting, Marketing, Computer Studies) will be recognized for newly hired Teachers on the salary schedules as follows:

For every one (1) year of approved Business experience, one (1) year on the salary grid shall be recognized to a maximum of six (6) grid steps. No Teacher’s salary will exceed the maximum of the Teacher’s salary category as a result of the recognition of related experience.

The experience must be acquired after graduation from a Canadian University or its foreign equivalent and the Teacher is qualified and the experience is directly related to the subject(s) to be taught.

Music, Art and Family Studies are excluded from consideration of related experience.

9.05 It is the responsibility of the Occasional Teacher to notify in writing, the Payroll Department, three (3) weeks in advance of the pay date, if there is a change in the financial institution and/or account number. Failure to supply the Payroll Department with this information will result in delays in payment of wages owing.

9.06.1 Occasional Teachers shall be paid on a bi-weekly basis by direct deposit into the bank, trust company or credit union account designated by the Teacher.

9.06.2 The pay dates for the upcoming year will be posted to the Board's website no later than August 15th each year.

Short Term Occasional Teachers

9.07 For Short Term Occasional Teachers, the pay stub shall indicate the period for which the teacher is being paid, the dates worked and the amount paid per assignment, and shall be made available electronically through the Employees Self Service (ESS) website.

9.08 The Record of Employment Certificate for Short Term Occasional Teachers will be issued within ten (10) days of the request on myHDSB to the Payroll Department.

Long Term Occasional Teachers will receive the Record of Employment Certificates at the conclusion of their assignment, at the end of the school year, and ten (10) working days following the last school day in June, Winter Break, and Spring Break.

9.09 The parties agree that for the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, that Occasional Teachers working a full time assignment shall be deemed to have worked at least eight (8) hours each work day they are employed. Part-time Occasional Teachers working a part of a day shall be deemed to have worked hours per day that are pro-rated accordingly.

ARTICLE L10 - NO DISCRIMINATION

10.01 The parties agree that:

- a) no employee shall in any manner be discriminated against or coerced, restrained, or influenced on account of membership or non-membership in any labour organization;
- b) there shall be no discrimination or harassment practised, by either party, by reason of an employee's membership or activity in the Union;
- c) there shall be no discrimination practised by either party, by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap.

ARTICLE L11 – DISCIPLINE AND DISMISSAL

11.01 Before a formal meeting to discuss a negative evaluative report, discipline, negative performance, or conduct the Occasional Teacher will be informed of the right and be encouraged to have an OSSTF Union representative present at such a meeting.

11.02 Prior to dismissal, there shall be a meeting offered between the teacher and a board representative to discuss the matter in the presence of and with the assistance of Union representation as determined by the local Bargaining Unit President.

11.03 Where an Occasional Teacher has received a termination notice, the Bargaining Unit may file a grievance at Step 2 within ten (10) instructional days of written notice of termination. The notice of termination (in the case of an individual termination) will be sent by registered mail to the Occasional Teacher's home. A copy of the termination notice will be sent to the Bargaining Unit President.

ARTICLE L12 – LEAVE FOR BARGAINING UNIT BUSINESS

12.01 a) The Board shall pay the Bargaining Unit President or designate to attend any meetings called by the Board where the meeting is during the instructional day and the attendance of the Bargaining Unit President or designate is required and is confirmed in advance by the Executive Officer of Human Resources. When such a meeting is called the President or designate will be paid for the number of hours required to attend the meetings, as approved by the Executive Officer of Human Resources. It is understood that this article does not apply to meetings scheduled specifically for the Union representation of Occasional Teachers at the school or Board level.

When committees are established, the parties will agree in advance if there will be reimbursement of the Bargaining Union President or designate.

b) In the event that the Bargaining Union President is in a Long Term assignment, attendance at the above meetings shall not be deemed as an interruption, nor will the time be deducted from the first ten (10) days of the Long Term Assignment.

12.02 The Board may grant the release from teaching duties to a maximum of five (5) consecutive instructional days at any one time, for a Long Term Occasional Teacher for Bargaining Unit business. Such request will be made in writing, in advance, to the Executive Officer of Human Resources, by the President of the Bargaining Unit or designate. The Bargaining Unit shall reimburse the Board based on the Short Term Occasional Teacher's daily rate of pay (prorated for any part days) for the number of days (or part days) that the Long Term Occasional Teacher is on leave. The Long Term Occasional Teacher shall continue to accumulate credit for teaching experience for the period of the leave.

ARTICLE L13 - PROBATIONARY PERIOD

13.01 A newly hired Occasional Teacher shall be considered on probation until the completion of the specified probationary period in clause 6.06. During an Occasional Teacher's probationary period, the Board may dismiss the Occasional Teacher subject to 5.03 and 11.02 and remove the Occasional Teacher from the Occasional Teacher Roster.

ARTICLE L14 - SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS

14.01 All absences must be reported through the Principal to the Executive Officer of Human Resources. Absences for personal illness or injury for a period not exceeding five (5) days may be certified by the school Principal unless the Executive Officer of Human Resources asks specifically for certification by a qualified medical or dental practitioner.

For absences over five (5) days, a certificate from a qualified medical or dental practitioner may be requested. For absence exceeding one (1) month, the Executive Officer of Human Resources may request a medical certificate from a qualified medical or dental practitioner appointed by the Board. If the Board asks for a medical certificate to be provided, the Occasional Teacher will be reimbursed for the cost of the required certificate.

ARTICLE L15– MISCELLANEOUS LEAVES

15.01 Unless otherwise stated, all leaves granted in this Article are without loss of salary.

15.02 Bereavement Leave

Bereavement Leave shall be granted by the Executive Officer of Human Resources without loss of salary for up to four (4) days to a Long Term Occasional Teacher on assignment with the Board at the time of the death of a member of the Long Term Occasional Teacher's immediate family or immediate family by marriage, in order for the Occasional Teacher to make arrangements for and attend the funeral of such family member. Immediate family shall mean parents, guardians, spouse, children, brothers, sisters, grandparents, stepfather, stepmother, stepbrother, stepsister and stepchild. Immediate family by marriage shall mean parents-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law. Spouse includes a common-law and/or same sex partner.

In all other cases one (1) unpaid day shall be allowed for the purpose of attending a funeral, subject to approval of the Principal.

15.03 Jury Duty or Subpoena

During the period of their assignment, a Long Term Occasional Teacher absent from duty by reason of being summoned to serve as a juror or witness, or being subpoenaed, in any proceedings to which the Long Term Occasional Teacher is not a party or one of the persons charged, is entitled to salary, provided that the Long Term Occasional Teacher pays to the Board any fee, exclusive of travelling allowance, and living expenses, that the Long Term Occasional Teacher receives in such capacity.

15.04 Religious Holy Days

Subject to the approval of the Executive Officer of Human Resources, or designate, a Long Term Occasional Teacher may be granted up to a maximum of three (3) days paid leave within any one full school year, for officially recognized religious holy days that fall within the term of their assignment. In addition, a maximum of six (6) days without pay may be granted within any one full school year for officially recognized religious holy days that are within the term of their assignment.

15.05 Quarantine

During the period of his/her assignment, Long Term Occasional Teachers are entitled to an absence from duty in any case where, because of exposure to communicable disease the teacher is quarantined or otherwise prevented by order of the public medical health authorities pursuant to the Public Health Act, from attending upon the teacher's duties.

15.06 Parenting/Adoptive Leave

During the period of their assignment, a leave of one (1) day with pay may be granted to a Long Term Occasional Teacher, subject to the approval of the Manager of Human Resources, on the occasion of the birth/adoption of the Occasional Teacher's child.

15.07 Voluntary Leave

An Occasional Teacher who has completed one (1) year of employment with the Board, may request, in writing, a leave of absence of up to one year. Requests for a voluntary leave of absence, should be submitted to the Manager of Human Resources prior to May 1 in the year prior to the school year in which the leave will begin. Requests received after this date due to extenuating circumstances will be considered on an individual basis.

There is no entitlement to salary nor shall the time on leave count towards any recognition for experience or salary. The employee is responsible for deactivating their name from the absentee reporting and replacement information system (i.e. Smartfind) for the duration of the leave, in accordance with Article 7.08.

Full year leaves will be exempt from the ten (10) full day working days minimum.

Requests from Occasional Teachers in their first year of employment with the Board will be accepted for leaves that will commence in their second year of employment with the Board.

15.08 It is the Occasional Teacher's responsibility to inform the board in writing of availability to work at the end of the leave period. The Occasional Teacher will reactivate their name on the Halton Absence and Reporting system in accordance with Article 7.08.

15.09 Compassionate Leave

A leave of this nature will usually cover extraordinary circumstances that are beyond the individual Occasional Teacher's control, which merit individual attention, such as extended bereavement or emergency illness of any immediate member of the family as identified in Clause 15.02, and is subject to the approval of the Executive Officer of Human Resources.

15.10 Academic Leave

A teacher on a long term occasional contract shall be granted a one (1) day leave without loss of pay or sick leave credits when writing an academic, trade or professional examination during the school day.

15.11 Graduation Leave

A teacher on a long term occasional contract shall be granted a one (1) day leave without loss of pay or sick leave credits when attending the teacher's post-secondary graduation or that of a spouse, son, daughter, step-child, parent, or step-parent.

ARTICLE L16 – PREGNANCY/PARENTING/ADOPTIVE LEAVE

16.01 A Long Term Occasional Teacher is entitled to pregnancy and parenting leave in accordance with the Employment Standards Act for the period of time that the pregnancy / parenting leave falls within their long term assignment.

- a) The Employer shall provide for non-probationary and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;

ARTICLE L17 – JOB VACANCIES

17.01 The vacancy shall be posted on the Board's electronic recruitment service. A copy of the posting shall be forwarded to the President of the Bargaining Unit.

17.02 It is understood that the appointment of Occasional Teachers to Long Term assignments that occur as a result of a sudden illness or absence of a Secondary teacher will not necessarily be posted.

ARTICLE L18 – WORKING CONDITION

18.01 In-School Information

The Board shall provide the following in-school information to Short Term Occasional Teachers:

- a timetable for the Short Term Occasional Teacher's assignment (including supervision periods);

- a schedule identifying period times;
- lesson plans or classroom instructions for students, and any required support materials
- to the extent possible, special instructions for exceptional students (eg. learning, deportment)
- an up-to-date class list, inclusive of a list of students with health or other concerns pertinent to the teaching assignment
- a floor plan of the school;
- a seating plan, if available;
- an outline of the school day including opening exercises and school procedures;
- all emergency procedures;
- information regarding the Code of Conduct;
- information regarding access to equipment and sources of assistance;
- access (eg keys, codes) to the rooms in which the Occasional Teacher will be teaching

The Occasional Teacher shall return the provided keys and all other materials to the school at the end of their teaching assignment.

- 18.02 a) An Occasional Teacher shall not be considered late for a teaching assignment as a result of a late request for such assignment provided that the Occasional Teacher arrives on or before the time mutually agreed upon by the Board representative and the Occasional Teacher.
- b) SmartFind Express assignments will be cancelled with a minimum of three (3) hours notice to the Occasional Teacher.
- c) An Occasional Teacher who accepts a job and is in receipt of a job number who reports to a school to find the job cancelled shall remain at the school and be paid for two-thirds (2/3) of the day.
- d) There will be no payment for time not worked.

18.03 The Board agrees that the responsibility of the Occasional Teacher is to fulfil the timetable of the Secondary Teacher(s) being replaced on that day, according to the needs of the school.

18.03.01 A Short-Term Occasional Teacher shall be paid accordingly to the following workload assignments when replacing the same teacher for less than three (3) consecutive days:

- a) one period and no other assigned duties equals one-third day
- b) two periods and no more than one-half period of other professional duties scheduled in an adjoining period equals two-thirds of a day
- c) three periods and no more than one-half period of other professional duties equals a full day.

18.04 The Short Term Occasional Teacher shall provide a summary report by class, to be left in the area designated by the school, for the teachers being replaced.

18.05 Lunch Period

Each Occasional Teacher is entitled to a lunch period of a minimum of 40 uninterrupted consecutive minutes between classes, unless otherwise agreed to by the Principal or designate and the teacher.

18.06 Respectful Workplace

The Board and the Bargaining Unit agree that allegations of harassment will be investigated in accordance with the *Respectful Workplace Free of Discrimination and Harassment* and the *Workplace Investigations Process* Administrative Procedures.

18.07 Inclement Weather

- i) Long Term Occasional Teachers:

- i) Weather conditions preventing a Long Term Occasional Teacher from attending work shall not interrupt the continuity of Long Term Occasional Teaching Assignments.
- ii) If a Long Term Occasional Teacher cannot attend due to inclement weather where the Board has not closed the school to staff, payment for that day will be at the discretion of the Board.
- iii) There will be no pay deductions for Long Term Occasional Teachers if the Board has closed the school(s) to staff due to inclement weather during the term of the Long Term Occasional Teacher's assignment.

ii) Short Term Occasional Teachers:

- i) If Occasional Teachers have accepted and received a job number to work on a day when the schools are closed to staff due to inclement weather, the Occasional Teacher will be paid for that day if the job was active at the time the closure was declared.
- ii) If there is a second consecutive day or more of school closure for staff due to inclement weather, the Short Term Occasional Teacher will not be paid.

18.08 Early Dismissal

In the event of the early dismissal of students resulting from emergency conditions, an occasional teacher shall be paid for the remainder of their assignment for that day.

18.09 Mileage

An Occasional Teacher covering for an Itinerant Teacher or a Occasional Teacher who is assigned duties by the Board at two (2) or more locations in the same day shall be paid a travel allowance for mileage between the schools, according to the Board's mileage policy, as amended from time to time.

18.10 For a Short Term Occasional teacher who is replacing the same teacher three or more consecutive days, a day shall be defined as 3 periods and any other professional duties (pro-rated for part-time teachers) as appears on the timetable of the teacher being replaced and the teacher shall be paid the equivalent salary for actual time worked.

ARTICLE L19 – UNION RIGHTS

19.01 The Bargaining Unit shall notify the Board, in writing, of the names of the persons elected to office in the Bargaining Unit and/or as required for union business.

19.02 The Board shall provide the Union with access to the Board's courier services at no cost.

19.03 The Board shall provide bulletin board space for the use of the Union at an appropriate location in each workplace upon which the Union shall have the right to post notices relating to matters of interest to the Union and the Occasional Teachers.

19.04 The Union shall have access to its members for Union business at all schools and workplaces provided that this does not interrupt the instructional day and they sign in using the appropriate school visitor sign in process.

19.05 The Board shall provide the Union access to meeting rooms, at no cost, for Union activities outside the school day, provided this does not interrupt the instructional program, school or rental functions of the Board.

19.06 The President of the Bargaining Unit, or designate, will have Union access to Apply to Education.

ARTICLE L20 - STRIKES AND LOCKOUTS

20.01 The Board agrees that there shall be no lockout of Occasional Teachers and the Bargaining Unit agrees that there shall be no strike during the life of this Agreement. Lockout and strike shall be as defined in the Ontario Labour Relations Act, as amended from time to time.

20.02 In the event of a strike by other employees of the Board, the Occasional Teachers shall carry on with their assigned professional duties to the best of their ability.

ARTICLE L21 - HEALTH & SAFETY

21.01 The Board shall make reasonable provisions for a safe and healthful environment for Occasional Teachers. Both parties will co-operate with regard to the duties and obligations under the Occupational Health and Safety Act and its accompanying regulations.

21.02 An Occasional Teacher is not in breach of employment if the Occasional Teachers refuses to enter a school that is closed by the Medical Health Officer.

21.03 All Occasional Teachers will be required to complete the Board's mandatory online training modules. Short Term Occasional Teachers who do not hold a Long Term Occasional Contract at any time during the school year and work a minimum of one assignment will be compensated with a one time payment in the amount of one-third ($\frac{1}{3}$) of the Secondary Daily Certified Teacher Rate.

ARTICLE L22 – GRIEVANCE PROCEDURE

22.01 Definitions

A "grievance" shall mean a complaint in writing relating to the interpretation, application, administration, or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitrable. The procedures as outlined shall be used.

"Days" shall mean instructional days unless otherwise indicated.

22.02 The authorized representatives of the parties, for the purposes of this Article, shall be: for the Bargaining Unit, the Bargaining Unit President or designate as identified in writing; for the Board, the Director or designate as identified in writing. The Board or Bargaining Unit shall identify, in writing, its authorized representative upon request by either party.

22.03 Unless otherwise stipulated herein, or by mutual consent in writing of the parties, a grievance must proceed through all the steps of the grievance procedure before it may be referred to arbitration.

INDIVIDUAL GRIEVANCE

Informal Step

22.04 It is understood that there is no grievance until the Occasional Teacher has first given the immediate supervisor (e.g. Principal) an opportunity to adjust the complaint. An Occasional Teacher may initiate a discussion with the immediate supervisor within ten (10) days from the time when the circumstances giving rise to the grievance were known or should have been known to the Occasional Teacher. An Occasional Teacher may request Bargaining Unit assistance at the meeting with the immediate supervisor. The immediate supervisor's response to the Occasional Teacher shall be given in writing within ten (10) days following the aforementioned discussion between the Occasional Teacher and immediate supervisor.

22.05 Step 1

Failing resolution of the complaint within ten (10) days of the immediate supervisor's reply to the complaint, the Bargaining Unit may submit the grievance to the Executive Officer of Human Resources or designate. The Executive Officer of Human Resources or designate shall have ten (10) days from receipt of the grievance in which to reply in writing. The Bargaining Unit shall have ten (10) days from receipt of the reply from the Executive Officer of Human Resources or designate to submit the grievance to Step 2. Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the Bargaining Unit representative and the Executive Officer of Human Resources, or designate.

22.06 The grievance shall stipulate the name of the grievor; shall identify the grievor's work location, shall state the facts giving rise to the grievance, including the date on which the incident giving rise to the grievance occurred; shall identify the section or sections of the Agreement claimed violated; shall state the relief requested. The grievance shall be signed by an authorized representative of the Bargaining Unit.

22.07 Step 2

Failing resolution of the grievance within ten (10) days of the Executive Officer of Human Resources' or designate's reply to the grievance, the Bargaining Unit may submit the grievance to the Director. The Director shall have ten (10) days from receipt of the grievance in which to reply in writing. The Bargaining Unit shall have twenty (20) days from receipt of the Director's reply to submit the grievance to arbitration. Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the Bargaining Unit representative and the Director.

22.08 The Bargaining Unit may process or continue to process a grievance through the grievance/arbitration procedure on behalf of a grievor's estate with the written consent of the estate.

22.09 The Bargaining Unit may process or continue to process a grievance through the grievance/arbitration procedure on behalf of a retired Occasional Teacher with the written consent of that Teacher.

Bargaining Unit Policy Grievance and Board Policy Grievance

22.10 The Bargaining Unit or the Board may initiate a policy grievance in accordance with Article 22.01. The grievance shall state the facts giving rise to the grievance, including: the date on which the incident giving rise to the grievance occurred; shall identify the section or sections of the Agreement claimed violated; shall state the relief requested. In the case of a Bargaining Unit policy grievance, the grievance shall be signed by the President of the Bargaining Unit and, in the case of a Board policy grievance, the grievance shall be signed by the Director of Education.

22.11 A policy grievance must be initiated within twenty (20) days from the time the circumstances giving rise to the grievance were known or should have been known. In the case of a Bargaining Unit policy grievance, the grievance shall proceed immediately to the Director; in the case of a grievance initiated by the Board, it shall be forwarded to the President of the Bargaining Unit for resolution.

22.12 The reply of the Director, in the case of a Bargaining Unit policy grievance, or the reply of the President of the Bargaining Unit or designate, in the case of a Board policy grievance, shall be made, in writing, within twenty (20) days of receipt of the grievance.

22.13 Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the Director, or designate, and the President of the Bargaining Unit, or designate, prior to the reply to the policy grievance.

22.14 Failing settlement, the grievance may be referred to arbitration by either party within twenty (20) days of the receipt of the reply, in accordance with the criteria and timelines in Article 22.18.

Grievance Mediation

22.15 At any stage in the grievance procedure, the parties by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

22.16 The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

22.17 The expenses for the Mediator shall be shared equally by both parties.

Arbitration

22.18 The grievance may be referred to arbitration, only after all steps in the grievance procedure have been exhausted, unless a step has been waived by mutual consent of both parties in writing, through their authorized representatives. The party seeking arbitration shall notify the other party, in writing, of its desire to submit the grievance to arbitration within

twenty (20) days of the reply of the Director or the Bargaining Unit President. The notification shall contain the name of the party's appointee to the Board of Arbitration. The recipient party shall, within ten (10) days of receipt of such notification, advise the other party of its appointee to the Board of Arbitration.

22.19 The two (2) appointees shall, within fifteen (15) days of the appointment of the second of them, or at some time mutually agreed upon, appoint a third person, who shall be the Chair. If the recipient party fails to name an appointee, or if the appointees fail to agree upon a Chair within the time limit, the appointment of the Chair shall be made by the Ministry of Labour upon the request of either party.

The Board of Arbitration shall hear and determine the grievance and shall issue a binding decision upon the parties and upon any Occasional Teacher affected by it. The decision of a majority shall be the decision of the Board of Arbitration and, if there is no majority, the decision of the Chair shall govern.

22.20 No person shall be appointed as Arbitrator who has been involved in the negotiation of this Agreement or in attempts to settle this grievance.

22.21 Each of the parties will bear the expenses of their appointee and the parties will share equally the expenses of the Chair. All costs related to witnesses called by a party will be paid for by that party.

22.22 The Board of Arbitration shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement.

22.23 The grievance shall be submitted to a mutually agreed upon single arbitrator. Should they be unable to agree on a single Arbitrator, the parties may jointly request the Ministry of Labour to make an appointment.

22.24 Time limits in this Article are mandatory, unless extended by the mutual consent, in writing, of the authorized representatives of both parties. Any grievance not processed in accordance with the grievance procedure outlined in this article, including a grievance which is not initiated or processed to the next higher step or to arbitration within the time limits specified in the procedure, shall be deemed to be abandoned.

22.25 The Board considers the processing of a grievance as the normal exercise of a Occasional Teacher's rights. Documentation, indicating an Occasional Teachers's involvement in a grievance or arbitration, shall not be included in the Occasional Teacher's file held by the Board or agent of the Board.

22.26 An Occasional Teacher's attendance, required by the Board, at the grievance meeting at any stage of the Grievance Procedure, including Arbitration, shall be without loss of pay, if the Occasional Teacher was scheduled to work on that day, unless the teacher has been suspended without pay, employment has been terminated or in some respect the teacher was not entitled to receive pay for the day of the meeting. Normally such meetings will be held outside of the instructional day.

22.27 It is understood that nothing in this Article precludes the Bargaining Unit or Occasional Teacher from addressing letters of inquiry to the Board through the Director.

ARTICLE L23 - PROFESSIONAL ACTIVITY/DEVELOPMENT

23.01 A Professional Activity Day shall not interrupt the continuity of a Long Term Occasional assignment.

23.02 A Long Term Occasional Teacher who is scheduled to work when there is a Professional Development Day, Professional Activity Day or an Early Learning Day as designated by the Board will be paid for the day and will be required to participate in the scheduled professional activity sessions.

23.03 Occasional Teachers may, upon request to the Principal, have access to the Board's in-service/professional activity/development programs on a voluntary basis, without pay. The Occasional Teacher shall pay the costs of the program, if any.

ARTICLE L24 –PERSONNEL FILES

24.01 The personnel file for the Occasional Teacher will be maintained in the Human Resources Department. An Occasional Teacher may have access to the file with one instructional day's notice to the Manager of Human Resources and shall receive photocopies of any documents in Occasional Teacher's personnel file, as requested.

24.02 With one instructional day's written notice to the Manager of Human Resources, where a Occasional Teacher authorizes, in writing, access to the Occasional Teacher's personnel file by the President of the Bargaining Unit or O.S.S.T.F. Occasional Teacher designate acting on behalf of the Occasional Teacher, the Board shall provide such access, as well as copies of materials therein authorized and requested.

24.03 Copies of documentation respecting the performance or conduct of an Occasional Teacher shall be given to the Occasional Teacher.

24.04 An Occasional Teacher shall be entitled to provide a written response for inclusion in the Occasional Teachers personnel file, with a copy to the Principal/Vice Principal, in cases dealing with disagreement regarding information contained within the personnel file.

24.05 An Occasional Teacher shall be provided with a copy of any written report directly pertaining to that Occasional Teacher as outlined in 24.06.

24.06 A disciplinary, negative or adverse report will be kept on file in the Human Resources Department.

24.07 A disciplinary, negative or adverse report may be removed from the Occasional Teacher's file at the discretion of the Executive Officer of Human Resources. The Occasional Teacher shall have the right to request the removal of any disciplinary, negative or adverse report from his/her file after one year by appealing to the Executive Officer of Human Resources. If a disciplinary, negative or adverse report is removed from the Occasional Teacher's file, it will be confirmed in writing to the Occasional Teacher with a copy of the letter to the Bargaining Unit President. If a disciplinary, negative or adverse report is not removed from the Occasional Teacher's file, the Occasional Teacher will be provided with a written detailed rationale for this decision and a copy of the letter will be sent to the Bargaining Unit President.

ARTICLE L25 – ACCESS TO INFORMATION

25.01 Upon written request, the Union shall be provided with copies of data relevant to the negotiation and administration of this agreement including, but not limited to, the following:

- a) listings of all employees covered by this agreement;
- b) the current website links at which the following can be accessed:
 - i) a statement of the current operating budget
 - ii) a statement of the current operating expenditures
 - iii) the general legislative grant technical paper (if available) and the detailed calculation for funding of the Halton District School Board
- c) a listing of Occasional Teachers on approved leaves of absence and the duration of the leaves;
- d) the total compensation for Short Term Occasional days and Long Term Occasional days for the preceding school year and the current year to date.
- e) names and duration of LTO contracts

25.02 The Union understands that the Board will respond to its written request in Clause 25.01 as quickly as possible and, whenever possible, within five (5) instructional days.

Access to Board Minutes

25.03 The Board shall provide to the Bargaining Unit President the current website links to Board meeting agendas and minutes.

ARTICLE L26 – CERTIFICATION AND GROUP PLACEMENT - LONG TERM OCCASIONAL TEACHERS

26.01 All qualified, newly hired Long Term Occasional Teachers shall be placed:

- i. at 0 years experience and/or
- ii. in Category 1

where no documentation of proof is provided. When documentary proof of experience and/or qualifications is provided, the Occasional Teacher shall be placed in the appropriate salary schedule position. All documentary proof is to be filed with the Manager of Human Resources. The salary schedule placement shall be retroactive to the first day of employment, once the Occasional Teacher has submitted the required documentation.

Documentary proof for experience and category placement is required to be submitted within 120 calendar days of the start of the long term occasional contract. Retroactive changes are only processed if the required documentation is submitted to Human Resources within one hundred and twenty (120) days of the start of employment.

It is understood that if the Occasional Teacher is having difficulty in obtaining the appropriate documentation,, within the duration of their contract,the Occasional Teacher will notify Human Resources, including proof of submission of the request to the issuing party of such difficulty.

Documentation provided beyond this time frame will be processed effective the date received in Human Resources. The maximum retroactive adjustment payment will be from the school year in which the documentation was received.

26.02 The Executive Officer of Human Resources shall have the authority to evaluate the qualifications and professional training of Occasional Teachers who are granted a Letter of Standing or who hold teaching certificates not specifically referred to in the category system and to recommend placement in the proper category.

26.03 Occasional Teachers will be paid in the category as determined by the parameters stated in Part A, Article C6.00 of this Collective Agreement.

26.04 Only teaching experience on a continuous basis during the regular school year, September to June, in a publicly supported school or, at the discretion of the Director of Education, in a privately supported school, shall be considered.

Teaching experience as a Long Term Occasional teacher shall be included in the calculation of teaching experience. Teaching experience earned after September 1, 2000 as a certified teacher teaching in the Halton Adult and Continuing Education program offered during the day (Form 3), will be included in the calculation of teaching experience. Not more than one year of experience will be credited for the purpose of 26.04 for Form 3 teaching experience, or a combination of experience which includes Form 3 experience, for a given school year. The Executive Officer of Human Resources shall decide in any case of dispute.

Effective September 1, 2020, daily secondary occasional teaching will be recognized for grid placement. The calculation of such experience will be limited to daily occasional teaching experience only, earned commencing September 1, 2020. Experience will be credited at the rate of 1/194 for each equivalent two (2) full occasional teaching days taught.

26.05 Occasional Teachers with part years of teaching experience equal to 0.5 years or greater, shall have their experience rounded up to the next full year for increment purposes. Occasional Teachers with part years of teaching experience equal to less than 0.5 years shall not receive increment until accumulated experience equals 0.5 years or greater.

26.06 Additional prior experience documents submitted after the one hundred and twenty (120) day period which result in an Occasional Teacher being placed in a higher step shall be effective on or retroactive to the date of receipt of the documents, provided the experience is recognized in accordance with Article 26.04. The Executive Officer of Human Resources shall decide in any case of dispute.

ARTICLE L27 – TERMINATION OF LONG TERM ASSIGNMENT

27.01 a) In the event that the assignment of a Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Occasional Teacher will be given five (5) teaching days notice or five (5) day's pay in lieu of notice.

b) In the event that a Long Term Occasional Teacher cannot complete the LTO assignment, the Teacher will provide no less than five (5) teaching days' written notice to the Principal/Vice Principal and the Manager of Human Resources.

The Teacher may not terminate a Long Term Occasional contract for the purpose of accepting another Long Term Occasional contract.

27.02 It is also understood that any Long Term Occasional Teacher may terminate their contract to accept a probationary contract with the Board.

ARTICLE L28 - CORRESPONDENCE

28.01 All correspondence between the Parties arising out of this collective agreement shall pass to and from the Director of Education or designate, and from the President of the Bargaining Unit or designate.

ARTICLE L29 - PRINTING OF COLLECTIVE AGREEMENT

29.01 The Board and the Bargaining Unit shall share equally the cost of printing the Collective Agreement. The number of copies of the Collective Agreement to be printed shall be mutually agreed to by the Bargaining Unit and Board. It is the intent of the parties that each Occasional Teacher will have access to an electronic copy of the Collective Agreement.

29.02 The Board agrees to provide newly hired Occasional Teachers with a copy of the Collective Agreement, the name of the Bargaining Unit President, and the address and telephone number of the District 20 office.

ARTICLE L30 – EMPLOYEE RELATIONS

30.00 There shall be an Employee Relations Committee consisting of up to three (3) members appointed by the Board and up to three (3) members appointed by the Bargaining Unit.

30.01 The Committee shall meet, at least once each semester, or, more often, at the request of the Bargaining Unit Executive or the Board to discuss matters of common concern.

30.02 Agenda items will be provided at least three (3) days in advance of the agreed upon meeting date.

**Letter of Agreement
between
The Halton District School Board
(hereinafter referred to as the “Board”)
and
The Ontario Secondary School Teachers’ Federation
representing
The Secondary Occasional Teachers
District 20 - Halton
(hereinafter referred to as the “Bargaining Unit”)**

UNCERTIFIED TEACHERS

It is agreed by the Halton District School Board and O.S.S.T.F. that the Board will voluntarily recognize O.S.S.T.F. as the bargaining agent for all uncertified teachers hired in the secondary panel to teach in circumstances where an occasional teacher would be employed. It is understood that such teachers shall not be added to the Occasional Teacher List provided for in Article 7 of the Occasional Teacher Collective Agreement.

Such teachers shall be paid in accordance with the rates set out in Article 9 of the collective agreement.

Dated at Burlington this 29th day of June 2020.

FOR THE HALTON DISTRICT SCHOOL BOARD	FOR THE BARGAINING UNIT
Sari Taha General Manager, Human Resources	Debora Bachewich President, O.S.S.T.F. Occasional Teachers
Deb DeBoer Manager of Human Resources	Tom Beer Chief Negotiator, O.S.S.T.F. Occasional Teachers
Julie Hunt-Gibbons Superintendent of Education	Malcolm Macaulay Grievance Officer, O.S.S.T.F. Occasional Teachers
Claire Proteau Principal	Shannon McAleer Member, Collective Bargaining Committee, O.S.S.T.F. Occasional Teachers
Jason Alexander Specialist, Labour Relations and Workplace Investigations	
Rachael Boag Staffing and Recruiting Officer	
Justyna Ruffolo Human Resources Analyst	

**Letter of Agreement
between
The Halton District School Board
(hereinafter referred to as the “Board”)
and
The Ontario Secondary School Teachers’ Federation
representing
The Secondary Occasional Teachers
District 20 - Halton
(hereinafter referred to as the “Bargaining Unit”)**

PAYMENT OF UNION EXECUTIVE MEMBERS

The parties agree that the Board will administer payroll for up to ten (10) members of the Union Executive on a monthly basis. The Union will reimburse the Board for the full cost of salary, vacation, benefits and all statutory benefits. A list of Union Executive Members will be provided to the Board no later than September 1st of each school year. Any additions, deletions or changes to the list of members to be paid will be communicated in writing to the Human Resources Manager of Operations.

Dated at Burlington this 29th day of June 2020.

FOR THE HALTON DISTRICT SCHOOL BOARD		FOR THE BARGAINING UNIT
Sari Taha General Manager, Human Resources		Debora Bachewich President, O.S.S.T.F. Occasional Teachers
Deb DeBoer Manager of Human Resources		Tom Beer Chief Negotiator, O.S.S.T.F. Occasional Teachers
Julie Hunt-Gibbons Superintendent of Education		Malcolm Macaulay Grievance Officer, O.S.S.T.F. Occasional Teachers
Claire Proteau Principal		Shannon McAleer Member, Collective Bargaining Committee, O.S.S.T.F. Occasional Teachers
Jason Alexander Specialist, Labour Relations and Workplace Investigations		
Rachael Boag Staffing and Recruiting Officer		
Justyna Ruffolo Human Resources Analyst		

LETTER OF AGREEMENT
Between
The Halton District School Board
(hereinafter referred to as the “Board”)
and
The Ontario Secondary School Teachers’ Federation
representing
The Secondary Occasional Teachers
District 20 - Halton
(hereinafter referred to as the “Bargaining Unit”)

INVESTIGATION – Long Term Occasional Teacher

Where an Occasional Teacher is on a Long Term Occasional Teaching assignment and has been suspended with pay during an investigation (ie. Children’s Aid Society), the Occasional Teacher will continue to receive pay until the investigation is completed, or the end date of the Long Term Occasional contract has been reached.

INVESTIGATION – Short Term Occasional Teacher

In a case of a Short Term Occasional Teacher who has been suspended due to an investigation (eg. Children’s Aid Society) the Occasional Teacher will continue to receive pay until the investigation is completed if they are assigned home during the school year. The board will determine the average number of days worked for the previous three (3) consecutive months worked to determine what the Occasional Teacher should be entitled to.

(eg. If the Occasional Teacher has worked 10 days an average per month they would receive 10 days pay if assigned home for a month or a prorated amount if less than one (1) month).

Dated at Burlington this 29th day of June 2020.

FOR THE HALTON DISTRICT SCHOOL BOARD		FOR THE BARGAINING UNIT
Sari Taha General Manager, Human Resources		Debora Bachewich President, O.S.S.T.F. Occasional Teachers
Deb DeBoer Manager of Human Resources		Tom Beer Chief Negotiator, O.S.S.T.F. Occasional Teachers
Julie Hunt-Gibbons Superintendent of Education		Malcolm Macaulay Grievance Officer, O.S.S.T.F. Occasional Teachers
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Justyna Ruffolo Human Resources Analyst		

The Halton District School Board
(hereinafter referred to as the “Board”)
And
The Ontario Secondary School Teachers’ Federation representing the
Secondary Occasional Teachers, District 20 - Halton
(hereinafter referred to as the “Union”)

RE: Short Term Occasional In- School Arrival Handbook

The Board and the union agree to establish a joint committee to meet and finalize a Short Term Occasional In-School Arrival Handbook.

The Parties agree to begin meeting no later than November 1, 2020 and to complete the handbook no later than April 30, 2021 with implementation for September 2021.

Dated at Burlington, Ontario this 29th day of June , 2020.

FOR THE HALTON DISTRICT SCHOOL BOARD		FOR THE BARGAINING UNIT
Sari Taha General Manager, Human Resources		Debora Bachewich President, O.S.S.T.F. Occasional Teachers
Deb DeBoer Manager of Human Resources		Tom Beer Chief Negotiator, O.S.S.T.F. Occasional Teachers
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**Letter of Agreement
Between**

The Halton District School Board
(hereinafter referred to as the “Board”)
And
The Ontario Secondary School Teachers’ Federation representing the
Secondary Occasional Teachers, District 20 - Halton
(hereinafter referred to as the “Union”)

RE: Short Term Occasional Vacancies

The Board and union agree to establish a joint committee to meet and discuss issues related to pre-arranging short term occasional jobs and the reassignment of short-term occasional teachers into alternative schedules from the original accepted SmartFind Express assignment.

The Parties agree to begin meeting no later than November 1, 2020 and make recommendations to the Executive Officer of Human Resources no later than April 30, 2021.

Dated at Burlington, Ontario this 29th day of June , 2020.

FOR THE HALTON DISTRICT SCHOOL BOARD		FOR THE BARGAINING UNIT
Sari Taha General Manager, Human Resources		Debora Bachewich President, O.S.S.T.F. Occasional Teachers
Deb DeBoer Manager of Human Resources		Tom Beer Chief Negotiator, O.S.S.T.F. Occasional Teachers
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Justyna Ruffolo Human Resources Analyst		

Appendix C Long Term Occasional Pay Grid

Long Term Occasional Teachers shall be paid according to the following schedules for the period commencing September 1, 2019 to August 31, 2020:

<u>Years of Experience</u>	<u>Cat 1/A1</u>	<u>Cat 2/A2</u>	<u>Cat 3/A3</u>	<u>Cat 4/A4</u>
	\$	\$	\$	\$
0	47,230	50,758	54,281	57,801
1	50,758	54,281	57,801	61,328
2	54,281	57,801	61,328	64,858
3	57,801	61,328	64,858	68,374
4	61,328	64,858	68,374	71,895
5	64,858	68,374	71,895	75,422
6	68,374	71,895	75,422	78,951
7	71,895	75,422	78,951	82,469
8	75,422	78,951	82,469	85,994
9	79,636	82,469	85,994	89,518
10		86,743	89,518	93,038
11			93,846	96,567
12				100,961

Long Term Occasional Teachers shall be paid according to the following schedules for the period commencing September 1, 2020 to August 31, 2021

<u>Years of Experience</u>	<u>Cat 1/A1</u>	<u>Cat 2/A2</u>	<u>Cat 3/A3</u>	<u>Cat 4/A4</u>
	\$	\$	\$	\$
0	47,702	51,266	54,824	58,379
1	51,266	54,824	58,379	61,941
2	54,824	58,379	61,941	65,507
3	58,379	61,941	65,507	69,058
4	61,941	65,507	69,058	72,614
5	65,507	69,058	72,614	76,176
6	69,058	72,614	76,176	79,741
7	72,614	76,176	79,741	83,294
8	76,176	79,741	83,294	86,854
9	80,432	83,294	86,854	90,413
10		87,610	90,413	93,968
11			94,784	97,533
12				101,971

Long Term Occasional Teachers shall be paid according to the following schedules for the period commencing September 1, 2021 to August 31, 2022

<u>Years of Experience</u>	<u>Cat 1/A1</u>	<u>Cat 2/A2</u>	<u>Cat 3/A3</u>	<u>Cat 4/A4</u>
	\$	\$	\$	\$
0	48,179	51,779	55,372	58,963
1	51,779	55,372	58,963	62,560
2	55,372	58,963	62,560	66,162
3	58,963	62,560	66,162	69,749
4	62,560	66,162	69,749	73,340
5	66,162	69,749	73,340	76,938
6	69,749	73,340	76,938	80,538
7	73,340	76,938	80,538	84,127
8	76,938	80,538	84,127	87,723
9	81,236	84,127	87,723	91,317
10		88,486	91,317	94,908
11			95,732	98,508
12				102,991

A COLLECTIVE AGREEMENT
between
THE HALTON DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION
representing
THE SECONDARY TEACHERS,
DISTRICT 20 HALTON

Effective September 1, 2019
(unless otherwise indicated herein)

PART A: CENTRAL TERM

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:

- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.

c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.

- ii. To participate in voluntary mediation.
- iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:

- 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
- iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits

administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDLP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDLP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.

- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.

- e) Nothing in this article affects existing local entitlements to Federation Leave

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:
1. Health Care Professional: The following information should be completed by the Health Care Professional	
Please check one:	
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.	
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3	
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.	
First Day of Absence: _____	General Nature of Illness (<i>please do not include diagnosis</i>): _____
Date of Assessment: dd mm yyyy	
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.	
PHYSICAL (if applicable)	
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):
Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):
Use of hand(s): Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>): Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):	

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: <i>Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>)				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy		
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

LETTER OF AGREEMENT #1

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;

- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF-provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit

charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.

- d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
 - d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
 - e. An amount of \$300 per FTE, in addition to (d) will be provided.

- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,
 then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.1.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan (“OTIP”) for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group’s last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees’ Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
 - a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;

- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;

2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

PART B-1

ARTICLE 01 - PURPOSE

01.00.00

The purpose of Part B of this agreement is to set forth agreement reached between the parties with respect to issues bargained by the local parties, including but not limited to a redress procedure to resolve disputes related to Part B of this Agreement.

01.01.00

The parties hereto recognize that the provisions of this Agreement are subject to, and accordingly modified by, applicable legislation.

ARTICLE 02 - SCOPE AND RECOGNITION

02.00.00

- a) During the effective period of this Agreement, its terms, except for error, or omission, shall be applicable to all Teachers of the Union who are Teachers employed by the Halton District School Board.
- b) The terms and conditions of employment for Teachers employed in Continuing Education are contained in Part B2.
- c) Effective September 1, 1988 the terms and conditions of the Collective Agreement between the Board and the Union shall apply to the Teachers at Syl Apps Centre. Exceptions to these terms and conditions will be staff allocation and workload provisions, which are subject to annual approval by the Ministry of Education and Training for the Programs in Care, Treatment and Corrections Agreement.

02.01.00

The Board recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the bargaining agent authorized to negotiate on behalf of its Teachers, employed by the Halton District School Board and assigned as Teachers, other than occasional Teachers, to one or more schools, or to perform duties in respect of such schools all or most of the time.

02.01.01

The Board recognizes the Union Negotiating Committee as the group authorized to represent or to negotiate on behalf of the Union.

02.01.02

The Board recognizes the right of the Union to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

02.02.00

The Union recognizes the Negotiating Committee of the Board as the group authorized to represent the Board and to negotiate on its behalf.

02.02.01

The Union recognizes the right of the Board to authorize the Ontario Public School Boards' Association or Teacher Association, or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

02.03.00

Each party will inform the other party, in writing, of the names of the members of its Negotiating Committee, who are elected and/or appointed.

02.04.00

The parties agree that Letters of Agreement and Appendices attached to this Collective Agreement form an integral part of the Agreement.

ARTICLE 03 - DURATION

03.00.00

This Agreement shall supersede all previous agreements. It shall form the basis for computing all salaries and other conditions defined herein.

03.01.00

As per Part A, Article C2.1 of this Agreement, this Agreement shall be in effect from September 1, 2019 and shall continue in force up to and including August 31, 2022 and shall continue automatically thereafter for annual periods of one year unless either Central party notifies the other that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with Part A, Article C2.3 of this Agreement.

03.02.00

If either Central party gives notice of its desire to negotiate amendments in accordance with 03.01.00, the Local parties shall meet in accordance with Section 32(2) of the School Boards Collective Bargaining Act.

03.03.00

In accordance with the School Boards Collective Bargaining Act, the local terms of this agreement may be amended at any time during the life of the agreement upon mutual written consent of the parties.

ARTICLE 04 - IMPLEMENTATION

04.00.00

The salary, benefits and allowances paid to a Teacher by the Board, shall be, except for error, or omission, in accordance with the terms and conditions of this Collective Agreement and any other payments or arrangements shall be deemed to be contrary to this Agreement.

04.01.00

The Union recognizes the right of the Board to create new positions and/or titles not included in this Agreement under the following conditions:

04.01.01

the Board, upon creation of any new Union position or title not included in this Agreement and before the hiring of any Teacher to fill such position or assume such new title, shall notify, in writing, the Negotiating Chairperson of the Union within ten (10) instructional days of the meeting of the Board which approved such position;

04.01.02

the Board and Union shall negotiate the salary and allowances therefore of any new position or title as referred to in 04.01.00. Such salary and allowances shall be retroactive to the date of appointment of the Teacher;

04.01.03

when the salary and/or allowances for a new position have been agreed to as in 04.01.02, this Agreement shall be amended in accordance with 03.03.00;

04.01.04

in reference to 04.01.02, in the event that the parties cannot agree to the amount of salary and responsibility allowance, the matter shall be referred to a Board of Arbitration or, if the parties agree, to a single Arbitrator:

04.01.05

the determination of the salary and/or allowance(s) by the Board of Arbitration or, if selected, the single Arbitrator, is binding upon the parties and immediately becomes part of this Agreement.

ARTICLE 05 - MANAGEMENT RIGHTS

05.00.00

Save and except to the extent specifically modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively with the Board and its administration.

05.01.00

Without limiting the generality of the foregoing, the Board's rights shall include:

05.01.01

the right to hire, assign, evaluate, promote, demote and transfer employees, including the exercise of judgment as to requirements and qualifications;

05.01.02

the right to select individuals for positions excluded from the Union;

05.01.03

the right to dismiss Teachers subject to their rights as Teachers under the Education Act; to terminate redundant Teachers; to discipline for reason of contravention of the Education Act, or the Regulations;

05.01.04

the right to determine the services and courses to be provided and to alter, eliminate, establish or change services, courses and objectives;

05.01.05

the right to plan and control the teaching and other programs and activities of the Board; the right to determine: programs to be offered by the schools; job content and functions to be performed; the number of Teachers to be employed; the number of students to be allocated to a program; class size; subjects to be taught; the designation or establishment of departments or areas of study; the selection of individuals to positions of responsibility; the hours of school; the school year and the holidays to be observed; and such other aspects of the Board's jurisdiction as are outlined in the legislation and regulations pertaining to education in the Province of Ontario;

05.01.06

the right to make, change, and enforce reasonable rules and regulations governing the expectations of Teachers within the Education Act and the Regulations;

05.01.07

the right to dismiss a Teacher during the Teacher's probationary period with the Board, subject to 05.02.00.

05.02.00

No Teacher shall be disciplined by way of demotion, transfer, suspension, discharge, or withholding of salary without just cause.

05.02.01

The Board agrees that none of its rights or functions will be exercised in a manner that is discriminatory, vexatious or that is contrary to the provisions of this Collective Agreement or the prevailing statutes governing education and labour in the province of Ontario. The Board agrees that it will abide by the Ontario Human Rights Code and Board policies and procedures.

ARTICLE 06 - DEFINITIONS

06.00.00

Except where otherwise stated, the terms employed in this Agreement shall have the same meaning as defined by or used in the Education Act and its Regulations and any amendments thereto and in the Labour Relations Act.

06.01.00 - Acting Position

Means a Teacher holding a position of responsibility with full authority and allowance which an incumbent has vacated for a specific period of time.

06.02.00 - Branch President

Means a Teacher designated by Branch Teachers in accordance with OSSTF District 20 procedures to perform the duties as the Secondary Union representative for that Branch.

06.03.00 - Communications Centre Assistant

Means a Teacher engaged full-time in teaching, charged with special responsibilities according to the role definition and as required by the Principal as designated by the Board.

06.04.00 - Daily Rate

The Teacher's "daily rate" shall be computed by dividing the Teacher's total annual salary by the number of school days in that school year.

06.05.00 - Day

Unless otherwise indicated, means a working day (including instructional days, professional activity/development days, and exam days).

06.06.00 - Displacement

For the purposes of Article 19, displacement means the process by which a Teacher declared surplus to a school may replace a less senior Teacher.

06.07.00 - ELHT

Means the OSSTF Employee Life and Health Trust Benefit.

06.08.00 – Excess

Means a Teacher projected to be beyond the needs of the school board with rights of recall as defined in 19.06.01 or eventual declaration of redundancy (termination of employment) as defined in 19.04.01, 19.04.02, 19.04.03.

06.09.00 – Head

Means a Teacher charged with leadership responsibilities for a group of subjects, or areas of study or other curriculum based program and school wide responsibilities, and holding qualifications in one or more of these subjects/areas.

06.10.00 - Instructional Program Leader

Means a Teacher engaged full-time, holding a certificate accepted by the Ontario Ministry of Education and Training as qualification for the position and charged with the professional leadership, coordination, supervision and delivery of program and services in an area or subject of instruction within or across the curriculum.

06.11.00 – Redundant

Means in excess of the requirements of the Board, as defined in 19.04.00 - Step 4.

06.12.00 - Salary Year

The Salary Year shall be from September 1 through August 31 of the succeeding year.

06.13.00 - School Year

The length of the School Year shall be equal to the minimum number of days required under the Education Act, Ontario Regulation 304. The Board will notify and consult with the Bargaining Unit regarding any changes to the School Year and the implementation of such change as defined in Ontario Regulation 304.

06.14.00 - Spouse

For the purpose of this agreement also includes a common-law and/or same-sex partner.

06.15.00 - Successfully Taught

For the purpose of 19.01.02, “Successfully Taught” means no adverse evaluation, or adverse documentation regarding the Teacher’s performance in the subject area has been placed in the Teacher’s file.

06.16.00 - Surplus

Means a Teacher projected to be beyond the needs of the school or regional program, as defined in 19.01.00 - Step 1.

06.17.00 - Teacher

Means a Teacher employed by the Halton District School Board to teach in day school or the continuing education credit program, including temporary Teachers as defined by the Education Act, and Instructional Program Leaders. Teacher does not include a supervisory officer, a principal, a vice-principal, an instructor in a Teacher-training institution or an occasional Teacher.

06.18.00 - Union

“Union” means the Ontario Secondary School Teachers’ Federation, Teacher Bargaining Unit, District 20, Halton.

ARTICLE 07 - APPOINTMENTS

07.00.00 - Appointments and Assignments

07.00.01

An Acceptance of Position Form will be signed in accordance with the terms and conditions of the Collective Agreement by each Teacher employed by the Board before the Teacher enters upon duties.

If, as a result of extenuating circumstances, the Teacher signs the Acceptance of Position Form after commencing duties with the Board, the date of Acceptance will be deemed to be the first day that the Teacher commenced the teaching duties covered by the Acceptance of Position Form.

07.01.00 - Period of Probation

07.01.01

A newly hired Teacher shall serve a probationary period of not more than one school year. Absence of twenty (20) consecutive working days or greater may result in the equivalent time being added to the probationary period. In addition, the Board may extend a probationary period with written agreement of the Union.

Upon successful completion of the probationary period, the Executive Officer of Human Resources shall confirm the appointment as permanent.

07.02.00 - Voluntary Transfers

07.02.01

Teachers seeking a voluntary transfer must inform the Manager of Human Resources using the established voluntary transfer process by March 1 of any given year to take effect the following September.

07.02.02

The application form used for voluntary transfer shall specify to which school or schools and/or geographic area the Teacher wishes to transfer, the subjects the Teacher is willing to teach, and the qualifications held by the Teacher.

07.02.03

Applications for voluntary transfers will be considered by the Manager of Human Resources during the staffing process and in the placement order as described in Article 19.

07.02.04

If a Teacher requesting a voluntary transfer cannot be placed in accordance with 07.02.03, by July 15, the application for transfer will be deemed to have been withdrawn.

07.02.05

Notwithstanding 07.02.03, no Teacher will be given a transfer if that transfer would result in a Teacher, who otherwise would have a position, becoming redundant.

07.02.06

Notwithstanding 07.02.03, no Teacher will be given a transfer if that transfer would result in a Teacher who otherwise would have a position in the Teacher's present school becoming surplus to such school.

07.03.00 - Administrative Transfer

07.03.01

Any transfer, initiated by the Board, of a Teacher from one secondary school to another secondary school with the exception of a voluntary transfer or a transfer made under the provisions of Articles 17 and 19, shall be considered an Administrative Transfer.

07.03.02

Wherever possible, Administrative Transfers shall be made by mutual agreement between the Union and the Board, but the Board shall have the right, after consultation with the Teacher and the Union President, indicating the reasons for the transfer, to assign the Teacher to such a position as the Board feels necessary to meet the needs of the system. This clause shall not supersede any other clause in this Agreement.

07.03.03

When an Administrative Transfer is to take place, the Board shall notify the Teacher in writing within two (2) weeks of the decision. Such notification shall indicate:

- a) the name of the school to which the Teacher is transferred;
- b) the Department(s) to which the Teacher will be assigned;
- c) wherever possible, the expected teaching duties the Teacher will be assigned.

Administrative Transfers during the Staffing Process

07.03.04

The terms for Administrative Transfer described in 07.03.05 and 07.03.06 apply to the process of staffing the schools for the subsequent September and do not apply to the potential condition of surplus when staffing adjustments are made during the school year.

07.03.05

If the Board initiates an Administrative Transfer as part of the process of staffing schools for the subsequent September, every effort will be made to complete the Administrative Transfer process by June 15 of each school year. Such an Administrative Transfer after June 15 but prior to September 1 will require the written consent of the Teacher.

07.03.06

Where a Teacher who has completed the probationary period is to be administratively transferred by the Board from a school in one municipality to a school in another municipality, as part of the process of staffing the schools for the subsequent September, the Board agrees to notify the Teacher in writing on or before May 1 immediately prior to the school year for which the transfer is effective. Such an Administrative Transfer after May 1 but prior to September 1 will require the written consent of the Teacher.

ARTICLE 08 - CERTIFICATION AND CATEGORY PLACEMENT

08.00.00

All qualified, newly hired Teachers shall be placed:

- a. at 0 years experience
and/or
- b. in Category 1

where no documentation of proof is provided. When documentary proof of experience and/or qualifications is provided, the Teacher shall be placed in the appropriate salary schedule position. All documentary proof is to be filed with the Manager of Human Resources. The salary schedule placement shall be retroactive to the first day of employment, once the Teacher has submitted the required documentation.

08.00.01

In the event that complete documentation for both experience and qualifications, as indicated in 08.00.00, are not provided to the Manager of Human Resources within one hundred and twenty (120) days, the Teacher's salary will be adjusted to Category 1, 0 years experience until documentation is complete. A retroactive adjustment will be made once the Teacher has submitted the required documentation. The maximum amount of retroactive adjustment payment will be for the school year in which the documentation is received. However, in situations where documentation is delayed through no fault of the Teacher, retroactive adjustment payment will be from the school year in which the documentation would normally have been received. It is understood that if the Teacher is having difficulty in obtaining the appropriate documentation, the Teacher will file with the Board within the school year a letter stating such difficulty.

08.01.00

The Teacher shall assume responsibility for advising the Manager of Human Resources of any change in status which would result in a change in such placement or a change in salary. The Teacher shall also assume responsibility for advising the Manager of Human Resources of the successful completion of post-graduate degrees. The placement of teaching staff within the categories of the salary schedule shall be under the authority of the Director of Education, through the Executive Officer of Human Resources.

08.02.00

The Executive Officer of Human Resources shall have the authority to evaluate the qualifications and professional training of Teachers who are granted a Letter of Standing or who hold teaching certificates not specifically referred to in the category system and to recommend placement in the proper category.

08.03.00

Changes in qualifications which result in a Teacher being placed in a higher category shall be effective on or retroactive to September 1, provided the qualifications are obtained on or before September 1 and provided the Manager of Human Resources receives written notification before December 31 of that year and provided the Manager of Human Resources receives written documentation of qualifications on or before May 31 of the subsequent year. All conditions must be fulfilled by the Teacher for a higher category placement to become effective.

08.03.01

Changes in qualifications which result in a Teacher being placed in a higher category shall be effective on or retroactive to January 1, provided the qualifications are obtained after September 1 of the preceding year but on or before January 31 and provided the Manager of Human Resources receives written notification before March 31 and provided the Manager of Human Resources receives written documentation of qualifications on or before August 31. All conditions must be fulfilled by the Teacher for a higher category placement to become effective.

08.03.02

The procedures and practices in 08.03.00 and 08.03.01 apply to Teachers who receive a recognized post-graduate degree for which compensation is sought.

08.04.00

Teachers will be paid in the category as determined by the parameters stated in Part A, Article C6.00 of this Collective Agreement.

08.05.00 - Teaching Experience to Qualify for the Annual Increment and Payment of Increment

08.05.01

The anniversary date for all Teachers shall be September 1.

08.05.02

Only teaching experience on a continuous basis during the regular school year, September to June, in a publicly supported school or, at the discretion of the Director of Education, in a privately supported school shall be considered. Teaching experience as a Long Term Occasional Teacher shall be included in the calculation of teaching experience. Any teaching experience as a Short Term Occasional Teacher shall not be considered. Teaching experience earned after September 1, 2000 as a certified Teacher teaching in the Halton Adult, Alternative and Continuing Education program offered during the day (Form 3), will be included in the calculation of teaching experience.

The Board will grant teaching experience, for grid placement purposes only, for teaching experience earned while a certified Teacher (Form 3) in the Halton District School Board Adult, Alternative and Continuing Education Day School programs during the period September 1, 1996 to August 31, 2000. The calculation of experience for the period September 1, 1996 to August 31, 2000 will be effective for grid placement as of September 1, 2003. Application must be made to the Manager of Human Resources (Secondary) by June 30, 2003 for calculation of this experience to be effective September 1, 2003.

Not more than one year of experience will be credited for the purpose of 08.05.02 for Form 3 teaching experience, or a combination of experience which includes Form 3 experience, for a given school year. The Executive Officer of Human Resources shall decide in any case of dispute.

08.05.03

Teachers with part years of teaching experience equal to 0.5 years or greater, shall have their experience rounded up to the next full year for increment purposes. Teachers with part years of teaching experience equal to less than 0.5 years shall not receive increment until accumulated experience equals 0.5 years or greater.

08.05.04

Any Teacher who is absent from work under Article 14 and is actually drawing pay while on sick leave shall continue to accumulate teaching experience for increment purposes.

ARTICLE 09 - PAYMENT OF SALARY - SCHEDULE AND CALCULATION

09.00.00

Teachers will be paid their salary on an even, bi-weekly twelve (12) month pay schedule.

The Board shall deposit the Teacher's earnings at a bank/financial institution designated by the Teacher.

09.01.00 Pay Adjustments

The salary for any Teacher shall be calculated as follows:

- a) The salary per day worked shall be equal to the Teacher's annual salary divided by the number of school days in the school year.

- b) The salary entitlement in any given pay period will be the Teacher's daily rate, as calculated in a) multiplied by the number of working days in the pay period, as determined by the approved school-year calendar.
- c) The salary paid in any given pay period will be the Teachers' annual salary divided by the number of actual pay periods.
- d) When the salary entitlement is greater than the actual salary paid, the difference will be credited to the Teacher's summer deferral account.
- e) When the salary entitlement is less than the actual salary paid, the difference will be deducted from the Teacher's summer deferral account.
- f) The summer deferral will be paid to each Teacher in equal amounts during the pay periods in July and August.

In the event of a pay deduct, 1/194 (in a year with 194 school days) of the Teacher's salary will be deducted for each unpaid day, with no adjustments to summer deferral.

09.02.00 – Sample Calculation

Teacher's annual salary = \$77,600.00

Teacher's daily rate = $\$77,600 / 194 = \400.00 (in a year with 194 schools days)

Teacher's actual bi-weekly salary = $\$77,600 / 26 = \$2,984.62$ (in a year with 26 pay periods)

Teacher's bi-weekly salary entitlement = # of working days in pay period x daily rate

In a pay period with ten working days:

- Entitlement = $\$400 \times 10 = \$4,000$
- Actual salary = \$2,984.62
- Summer deferral = $\$4,000 - \$2,984.62 = \$1,015.38$ (credited to summer deferral account)

In a pay period with five working days:

- Entitlement = $\$400 \times 5 = \$2,000$
- Actual salary = \$2,984.62
- Summer deferral = $\$2,000 - \$2,984.62 = -\$984.62$ (deducted from summer deferral account)

09.03.00

For a Teacher leaving the employ of the Board on a date other than August 31, the difference between the salary received and the salary owed shall be included in the final pay the Teacher receives based upon the pay period entitlements as calculated in 09.01.00. In the event of a Teacher's death, the salary owing shall be paid to the estate.

09.04.00

Teachers going on approved leaves of absence that extend beyond the end of the school year shall receive any salary owed on their final pay, including deferred salary amounts.

09.05.00

The Board shall inform all Teachers electronically of any special changes which are system-wide in application, stating reasons and effect in the amount of their bi-weekly pays.

09.06.00

Deductions for employee benefits shall be made in accordance with the ELHT. Deductions for Union dues shall be made in accordance with Part B-1, Article 29 of this Agreement.

ARTICLE 10 – COMPENSATION

10.00.00

Teachers shall be paid according to their position, experience, and qualifications on the schedules and allowances outlined in this Article.

10.00.01

Any period of service on probation shall not prevent, cancel or retard increases in salary as provided in the salary schedule.

10.00.02

All allowances for experience shall be calculated in accordance with the salary schedule in effect at the time and in accordance with this Collective Agreement.

10.00.03

Allowance for teaching experience shall be limited to the maximum of the appropriate Category.

10.01.00

Teachers shall be paid according to the following schedules for the period commencing September 1, 2019 to August 31, 2020:

<u>Years of Experience</u>	<u>Cat 1/A1</u>	<u>Cat 2/A2</u>	<u>Cat 3/A3</u>	<u>Cat 4/A4</u>
	\$	\$	\$	\$
0	47,230	50,758	54,281	57,801
1	50,758	54,281	57,801	61,328
2	54,281	57,801	61,328	64,858
3	57,801	61,328	64,858	68,374
4	61,328	64,858	68,374	71,895
5	64,858	68,374	71,895	75,422
6	68,374	71,895	75,422	78,951
7	71,895	75,422	78,951	82,469
8	75,422	78,951	82,469	85,994
9	79,636	82,469	85,994	89,518
10		86,743	89,518	93,038
11			93,846	96,567
12				100,961

Teachers shall be paid according to the following schedules for the period commencing September 1, 2020 to January 31, 2021

<u>Years of Experience</u>	<u>Cat 1/A1</u>	<u>Cat 2/A2</u>	<u>Cat 3/A3</u>	<u>Cat 4/A4</u>
	\$	\$	\$	\$
0	47,702	51,266	54,824	58,379
1	51,266	54,824	58,379	61,941
2	54,824	58,379	61,941	65,507
3	58,379	61,941	65,507	69,058
4	61,941	65,507	69,058	72,614
5	65,507	69,058	72,614	76,176
6	69,058	72,614	76,176	79,741
7	72,614	76,176	79,741	83,294
8	76,176	79,741	83,294	86,854
9	80,432	83,294	86,854	90,413
10		87,610	90,413	93,968
11			94,784	97,533
12				101,971

Teachers shall be paid according to the following schedules for the period commencing September 1, 2021 to August 31, 2022

<u>Years of Experience</u>	<u>Cat 1/A1</u>	<u>Cat 2/A2</u>	<u>Cat 3/A3</u>	<u>Cat 4/A4</u>
	\$	\$	\$	\$
0	48,179	51,779	55,372	58,963
1	51,779	55,372	58,963	62,560
2	55,372	58,963	62,560	66,162
3	58,963	62,560	66,162	69,749
4	62,560	66,162	69,749	73,340
5	66,162	69,749	73,340	76,938
6	69,749	73,340	76,938	80,538
7	73,340	76,938	80,538	84,127
8	76,938	80,538	84,127	87,723
9	81,236	84,127	87,723	91,317
10		88,486	91,317	94,908
11			95,732	98,508
12				102,991

10.03.00- Instructional Program Leader

Instructional Program Leader positions will be posted as Instructional Program Leader and will be posted for a three (3) year term, with the option for renewal with mutual consent for an additional two (2) years. No further renewals will be granted at the end of the first renewal period. An incumbent IPL may reapply for the position at the end of the five (5)-year term.

Instructional Program Leaders shall be paid according to their placement in 10.01.00 plus an allowance of:

September 1, 2019	\$8,564
September 1, 2020	\$8,650
September 1, 2021	\$8,737

10.03.01

An Instructional Program Leader who is declared surplus prior to the end of their term will be subject to the regular staffing process and timelines outlined in Article 19.

10.03.02

Should an Instructional Program Leader be declared surplus before the end of their term, the amount of phase-out allowance paid to the Member shall be one-half ($\frac{1}{2}$) of the former allowance during the first year that the Member did not retain the position.

No further allowance shall be paid to the Member for any future years of the surplus position.

The provisions contained in 10.03.02 shall not apply to any Member:

- i) who has been demoted from the Instructional Program Leaders Position.
- ii) who has requested on the Member's own behalf a transfer from such position.
- iii) who is completing an acting appointment to an Instructional Program Leader position.

10.04.00 – Related Experience

10.04.01

A Teacher shall be paid for related experience that has been approved by the Executive Officer of Human Resources.

10.04.02

1) Trade Experience experience will be recognized on the salary schedule as follows:

- a) For every one (1) year of approved trade or vocational experience, one (1) year on the salary grid, shall be recognized, to a maximum of six (6) grid steps. No teacher's salary will exceed the maximum of the Teacher's salary group as a result of the recognition of related experience. To be eligible for this grid placement, a Teacher must be teaching a reasonable amount of time in the trade or vocational subject(s) where the Teacher's valid vocational or occupational (practical) certificate is granted. Music, Art, and Family Studies are excluded from consideration for related experience.
- b) No type of part-time related trade experience shall be recognized for salary purposes. Each part-year period of related working experience shall be at least four (4) full working months of a working year before it may be credited.
- c) The experience is directly related to the subject discipline in which the member is qualified.

- d) The experience must be in excess of that required for admission to the Ontario Faculties of Education.
- e) The related work experience has taken place within the twelve (12) year period immediately prior to the commencement of teaching.

2) Teachers of technical subjects in the regulated trades:

The teacher must provide the following documents to Human Resources:

- (i) a copy of their “Certificate of Qualification” showing the date of issue;
- (ii) a copy of the “Statement of Acceptability” issued by the Technical and Industrial Arts Department of a Faculty of Education, showing the number of years of acceptable work experience.

The experience paid will be for the number of years of acceptable experience following the date shown on the Certificate of Qualification subject to clause (1) above

OR, if a “Statement of Acceptability” is not provided by the University:

- (iii) Verification of all related experience in the form of letters from previous employers which confirm the date of hire, date of termination and a description of the work and responsibility involved. Affidavits verifying this information will only be accepted if the Teacher cannot obtain letters from employers. The number of years of acceptable related experience less the number of years required for submission to the Faculty of Education will be considered in the calculation of related trade experience.

3) Teachers of technical subjects in the unregulated trades:

The teacher must supply Human Resources with the following document(s):

- (i) a copy of the “Statement of Acceptability” as stated in (2)(ii) above.

The experience paid will be the number of years listed as “surplus of acceptable experience to that required” subject to clause (1) above.

OR, if a “Statement of Acceptability” is not provided by the University:

(ii) Verification of all related experience in the form of letters from previous employers which confirm the date of hire, date of termination and a description of the work and responsibility involved. Affidavits verifying this information will only be accepted if the employee cannot obtain letters from employers. The number of years of acceptable related experience less the number of years required for submission to the Faculty of Education will be considered in the calculation of related trade experience.

** For both 2) and 3) admission to a Faculty of Education requires 2 –5 years of full-time wage-earning experience. These required number of years are subtracted from the total eligible work experience years. Five years of wage-earning is generally standard use for admission, if less years used, the teacher will have to provide a letter from the university.

Business Related Experience

Related experience for Business (Accounting, Marketing, Computer Studies) will be recognized for newly hired Teachers on the salary schedules as follows:

For every one (1) year of approved Business experience, one (1) year on the salary grid shall be recognized to a maximum of six (6) grid steps. No Teacher’s salary will exceed the maximum of the Teacher’s salary group as a result of the recognition of related experience.

The experience must be acquired after graduation from a Canadian University or its foreign equivalent and the Teacher is qualified and the experience is directly related to the subject(s) to be taught.

Music, Art and Family Studies are excluded from consideration of related experience.

10.04.03

The application of related experience credit for grid placement shall be determined at the time of initial hiring only.

10.05.00 - Post-Graduate Degree Allowance

Members holding a recognized post-graduate degree shall be paid an allowance of

September 1, 2019	\$1,287
September 1, 2020	\$1,300
September 1, 2021	\$1,313

Masters or PhD Degrees considered extra to the requirements for a category change and not used in the evaluation process will be considered for a postgraduate degree allowance.

10.06.00 - Department Head

The Positions of Responsibility within the school shall refer to the following, each of which has a fixed allowance as indicated:

Head	September 1, 2019	\$6,004
	September 1, 2020	\$6,064
	September 1, 2021	\$6,125

10.07.00

The Department Head structure will be as follows:

- a) All school-based positions of responsibility shall be subject/curriculum based, will contain one or more subject areas and will include school wide responsibilities.
- b) Subject Based Departments may be established in the following subject areas:
The Arts, Business Studies, Canadian and World Studies, Classical Studies & International Languages, Computer Studies, Cooperative Education, English, English as a Second Language and English Literacy Development, First Nations, Metis, and Inuit Studies, French as a Second Language, Guidance and Careers, Health and Physical Education, Mathematics, Science, Social Sciences and Humanities, Technological Education and Special Education.

10.07.01

Department Head positions shall be allocated annually in each secondary school based on the following generators:

<u>Average Daily Enrolment</u>	<u>No. of Heads</u>
Up to 900	5
901-1050	6
1051-1200	7
1200+	8

10.07.02

In the event of school closure, the total amount allocated system-wide for headship allowances shall remain constant until the end of the current school year, unless mutually agreed in writing by the parties.

10.07.03

All school plans regarding the school-based position of responsibility structure, and any subsequent modification thereof, must be approved by the Joint Staffing Advisory Committee.

Headship modifications that involve only a change in school-wide responsibilities do not require SAC approval.

10.07.04

A Teacher in the role of Department Head will be entitled to and assigned six (6) sections.

10.07.05

A Teacher in the role of Department Head can give notice to relinquish their headship by March 1 to take effect the following September.

10.07.06

A Teacher who has provided notice to relinquish the role of Department Head will be included in the school staffing process for the following September and will be subject to the regular staffing process and timelines outlined in Article 19.

10.07.07

Department Head positions that become vacant after March 31 for the upcoming school year will be filled with an acting Department Head for the year.

10.08.00 - Communication Centre Assistants

Communication Centre Assistants shall be paid according to their placement in Clause 10.01.00 plus an allowance of:

September 1, 2019	\$6,004
September 1, 2020	\$6,064
September 1, 2021	\$6,125

10.08.01

A Teacher in the role of Communications Centre Assistant can give notice to relinquish his or her position by March 1 to take effect the following September.

10.08.02

A Teacher who has provided notice to relinquish the role of Communications Centre Assistant will be included in the school staffing process the following September and will be subject to the regular staffing process and timelines outlined in Article 19.

10.08.03

Communications Centre Assistant positions that become vacant after March 31 for the upcoming school year will be filled with an acting Communications Centre Assistant for the year.

ARTICLE 11 - EMPLOYEE BENEFITS

11.01.00 – Employer Health Tax

The Board shall pay for and administer the Employer Health Tax.

11.02.00 - Long Term Disability Income Protection Insurance Plan

11.02.01

The Board shall administer but shall not contribute to the premiums for the Long Term Disability Income Protection Insurance Plan in effect between the Union and the carrier designated by the Union, as per Part A, Article C7.11 and Part A, Letter of Agreement #9 of this Collective Agreement.

11.02.02

A Teacher receiving benefits from this Long Term Disability Income Protection Plan shall:

- a) remain an employee of the Board for a period of two (2) years plus an extension of:
 - i. up to three (3) years provided the Teacher's physician provides, annually, to the Executive Officer of Human Resources, in writing, a prognosis that the physician believes the Teacher may return to teaching within three (3) years;
 - ii. up to three (3) years, provided the Teacher's physician provides annually, to the Executive Officer of Human Resources, in writing, a prognosis that the physician believes the Teacher will be able to work at some other occupation within three (3) years;
 - iii. an unspecified amount of time beyond that provided in (i.) above if approved by the Executive Officer of Human Resources;
- b) continue to accumulate actual teaching experience for seniority;
- c) continue to accumulate actual teaching experience for increment to a maximum of one year;
- d) have the Teacher's retirement gratuity payment based on the August 31, 2012 Retirement Gratuity Calculation;
- e) provide proof of medical fitness before returning to work. The Executive Officer of Human Resources may require confirmation by a Board appointed medical practitioner, if required.

Eligibility to continue participation in the insured employee benefit plans is determined by the ELHT.

11.03.00

Teachers on an unpaid leave of absence may elect to continue participation in the Benefits Plan in accordance to the ELHT.

ARTICLE 12 - UNION OFFICE - OPERATION AND LEAVE

12.00.00

Annually, upon notification, the Board shall grant a full year's leave of absence for conducting Union business to each Teacher recommended by the Council of OSSTF, District 20 to a maximum of three (3) full-time equivalent Teachers.

In case of illness, at the request of the District, another Teacher shall be released from teaching duties for the duration of the illness, subject to 12.01.00.

12.00.01

In addition, leave(s) of absence equal to two (2) full-time equivalent Teachers for each year shall be granted provided the Union notifies the Board no later than March 1st for a leave to commence September 1st or November 30th for a leave to commence February 1st. Leaves will not be granted for less than a semester. In the event such request cannot be made by March 1st, the Union will provide names to the Board as soon as possible after such appointment.

12.01.00

Any Teacher on leave under Article 12 shall be granted such leave without loss of salary, fringe benefits, sick leave or any other benefits that would accrue to the Teacher under the Articles of this Agreement provided the Union reimburses the Board for all costs arising for the replacement Teachers.

The salary portion of the costs of the replacement Teachers appointed under Article 12.00.00 shall be calculated at Category II Step 0.

The salary portion of the costs of the replacement Teacher(s) appointed under Article 12.00.01 shall be calculated at the actual placement of the Teacher on the salary grid.

12.02.00

Should any Teacher seek and win election to the Provincial Executive of OSSTF, such Teacher shall be granted a leave of absence, upon request, without pay by the Board during said term of office.

12.03.00

All parties concerned agree that the best interest of the students, Teachers and the system should be observed in arranging the dates for the commencement and termination of any leave granted under 12.00.00 and 12.02.00.

12.03.01

A Teacher on leave under Article 12 shall be granted actual teaching experience with the Board for seniority purposes within the meaning of Article 19 and for increment purposes within the meaning of Article 8.

12.04.00

For joint employer/employee committees, the Board shall grant paid release time for Teachers to participate if the meeting is held during work hours.

ARTICLE 13 - RETIREMENT GRATUITY PLAN

Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:

13.00.00 – Eligibility

13.01.00

A Teacher must have completed both a minimum of ten (10) years of continuous service and the equivalent of ten (10) years teaching experience with the Halton District School Board immediately preceding the Teacher's retirement to become eligible for a retirement gratuity. The Halton District School Board includes all former school boards which constituted the Halton County Board of Education on January 1, 1969, and the Halton Board of Education.

13.01.01

To be eligible for a retirement gratuity a Teacher must also be retiring from the profession by reason of ill health as defined in The Ontario Teachers' Pension Plan or age as outlined in The Ontario Teachers' Pension Plan.

13.01.02

The Board reserves the right to withhold the payment of the retirement gratuity in the case of any Teacher who is discharged or caused to resign for reasons which the Board may deem to have moral, legal, or professional implications.

13.02.00 - Amount of Gratuity

13.02.01

The amount of gratuity paid to an eligible Teacher shall not exceed six (6) months' salary computed on the Teacher's salary in effect immediately prior to their retirement, prorated for part-time staff.

13.02.02

A Teacher who is eligible for a retirement gratuity shall be entitled to a retirement gratuity, if the credit in the Teacher's accumulated sick leave is sufficient, of 25% of the Teacher's salary in effect immediately prior to their retirement. This percentage shall increase each consecutive year thereafter by 5% as demonstrated in the chart below, until a maximum of 50% of the Teacher's salary in effect immediately prior to their retirement, is reached.

Years of Service	Percentage
10	25%
11	30%
12	35%
13	40%
14	45%
15 or more	50%

13.02.03

The amount of the gratuity paid to an eligible Teacher shall be calculated as follows:

(25 to 50% as determined in 13.02.02)

X (salary in effect immediately prior to their retirement)

X accumulated sick leave to maximum of 200 days

200 days

13.03.00 – Method of Payment

13.03.01

The gratuity shall be paid to the retiring Teacher in no more than two (2) payments, either immediately on retirement (June 30th retirement – See 13.03.02 below) and/or in January of the year following retirement. Each retiring Teacher shall advise the Manager of Human Resources in writing at least four (4) weeks prior to the retirement date as to the method of payment desired.

13.03.02

Teachers retiring as of June 30 in a school year will remain on the payroll for July and August and will not receive the payment for Retirement Gratuity until after August 31st but no later than September 10th providing the Teacher has completed all relevant documentation and forwarded it to the Payroll/Benefits Department in a timely manner.

13.03.03

The gratuity may be paid, in whole or in part, at the Teacher's direction and on the Teacher's behalf into a Registered Retirement Savings Plan.

13.03.04

In the event that a retired Teacher dies before having received the full retirement gratuity, the balance of the gratuity shall be paid to the surviving spouse of the Teacher or to the Teacher's estate.

13.03.05

On the death of a Teacher before retirement who is eligible under Clause 13.01.00, a death benefit of an amount equal to the retirement allowance at the time of death of such Teacher shall be paid to the surviving spouse of the Teacher or to the Teacher's estate.

13.03.06

For the purpose of this article, the definition of Spouse includes widow, widower, same-sex partner or common-law partner.

ARTICLE 14 - SICK LEAVE PLAN

14.00.00 – Eligibility

The sick leave plan shall be in accordance with the terms and conditions of Article C9.00 – Sick Leave in Part A of this Agreement.

14.01.00 – Administration of the Plan

A record of a Teacher's attendance will be available on the employee portal.

14.02.00 - Board Authority

In the case of a dispute with respect to credits or deductions the Board shall make a decision subsequent to prior consultation between the Teacher concerned and the Executive Officer of Human Resources. The application of this clause is grievable by the Teacher.

14.03.00

For the purpose of supporting Teachers, the Board will provide to the Union on a monthly basis a list of Teachers, not on approved leave, who have had a continuous absence for reason of illness of fifteen (15) or more days.

14.04.00 - Reporting and Certification of Absences

All absences must be reported through the Principal to the Secretary of the Board. Absences for personal illness or injury for a period not exceeding three (3) days may be certified by the school Principal unless the Secretary of the Board asks specifically, in writing, in a particular instance, for certification by a qualified medical or dental practitioner. For absences over three (3) days a certificate from a qualified medical or dental practitioner may be requested. For absence exceeding one (1) month, the Executive Officer of Human Resources may request a medical certificate from a medical practitioner appointed by the Board. If the Board asks for a medical certificate to be provided, the Teacher will be reimbursed for a reasonable cost of providing the required certificate.

14.05.00 - Workplace Safety and Insurance Benefits (WSIB) Top Up Benefits

Each Teacher who is injured in the course of employment shall have Workplace Safety and Insurance benefits supplemented as stated in Part A, Article C7.10 of this Collective Agreement.

ARTICLE 15 - MISCELLANEOUS LEAVES OF ABSENCE

15.00.00

Unless otherwise stated, all leaves granted in this Article are without loss of salary or benefits.

15.01.00 - Bereavement

A maximum of four (4) days' leave of absence without deduction shall be granted to a Teacher in the case of the death of an immediate member of the family, or an immediate relative by marriage. An "immediate member of the family" is defined as father, mother, sister, brother, daughter, son, grandparent, grandchild, spouse, step-father, step-mother, step-sister, step-brother, and step-child. An "immediate relative by marriage" is defined as: mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law and son-in-law.

In all other cases a limit of one (1) day shall be allowed for the purpose of attending a funeral, subject to the approval of the Principal/Superintendent. Spouse includes a common-law and/or same-sex partner.

15.01.01

Except in extenuating circumstances that are approved by Human Resources, all leaves defined in 15.01.00 will be taken either at the time of death or within a reasonable period after the time of death.

15.02.00 – Quarantine

Every Teacher is entitled to absence from duty in any case where, because of exposure to communicable disease, the Teacher is quarantined or otherwise prevented by the order of the public medical health authorities, pursuant to the Public Health Act, from attending upon the Teacher's duties.

15.03.00 - Jury Duty and Subpoena

A Teacher absent from duty by reason of being summoned to serve as a juror or witness, or being subpoenaed, in any proceedings to which the Teacher is not a party or one of the persons charged, is entitled to salary, provided that the Teacher pays to the Board any fee, exclusive of travelling allowances, and living expenses, that the Teacher receives in such capacity.

A Teacher absent from duty due to the requirement to attend a hearing by the Ontario College of Teachers to give evidence in any proceeding to which the Teacher is not a party or one of the persons charged, is entitled to salary.

15.04.00 - Compassionate Leave

A leave of this nature will usually cover extraordinary circumstances that are beyond the individual Teacher's control, which merit individual attention, such as extended bereavement or emergency illness of any immediate member of the family as identified in Clause 15.01.00, and is subject to the approval of the Manager of Human Resources.

15.04.01

A compassionate leave may be granted subject to the approval of the Manager of Human Resources to permit a Teacher to attend to the immediate needs of the mother or child due to illness associated with the birth, or the adoption of children with health needs.

15.04.02 - Emergency Family Illness

In an emergency situation with notification to the Principal, a Teacher may be granted a leave of absence for one day per school year, for a sudden illness of an "immediate member of the family" as identified in Clause 15.01.00

15.05.00 - School Business

Any absence relating to school business and approved by the Board shall not be chargeable to sick leave account.

15.06.00- Examination

A Teacher shall be granted a leave of absence by the Manager of Human Resources when the Teacher is writing an academic, trade, trade or professional examination or defending a post-graduate thesis.

It is understood that such leave is granted only for examinations that are scheduled during the Teachers' regular working hours.

15.06.01- Post Secondary Graduation

A Teacher shall be granted a leave of absence by the Executive Officer of Human Resources when the Teacher is attending the Teacher's post-secondary graduation or that of a spouse, son, daughter, step-son, step-daughter, or parent, or step-parent.

15.07.00 - Education Leave

The Manager of Human Resources may grant early leave in May or June for such purposes as are of a distinctly educational nature and of benefit to the educational system. In these cases, the Teacher shall exercise all diligence in making travel arrangements which reduce to a minimum the absence from school duties. Such leaves of absence shall be without salary when:

- a) the Teacher is in receipt of remuneration or honorarium for the course or activity to be attended, or
- b) the course taken has a bearing on salary classification, or
- c) the Teacher's absence requires the engagement of an occasional Teacher, or
- d) a Teacher enrolls in a course in pedagogy, if, in the Executive Officer of Human Resources' opinion, the operation of the school will not be detrimentally affected.

15.08.00 - Professional Development

The Board may grant to any Teacher leave from duty without loss of pay, for all absences recommended under the terms of the Professional Development Fund. The Teacher shall consult with the Principal to make appropriate arrangements for such leave.

15.09.00 - Speaking Engagements/Third Party Requests

Subject to the approval of the Manager of Human Resources, a leave of absence may be granted with pay for a Teacher to speak at a conference, seminar, or workshop provided a copy of the letter requesting the Teacher to participate is forwarded through the Principal to the Manager of Human Resources.

The Board must receive written confirmation that all costs incurred for the Occasional Teacher replacing said Teacher will be reimbursed prior to the approval being granted.

15.10.00 - Religious Holy Days

Subject to the approval of the Manager of Human Resources, a Teacher may be granted up to a maximum of three (3) days per school year with pay for officially recognized religious holy days.

A maximum of six (6) additional days without pay may be granted for officially recognized religious holy days.

15.11.00 – Personal Days

Subject to a minimum notice of three (3) working days being given to the Teacher's Principal, a Teacher is entitled to a leave of absence for personal reasons as follows:

- a) One (1) day with pay in any one (1) school year.
- b) Up to a maximum of two (2) additional days without pay in any one (1) school year.

The Board agrees to consider, for extenuating circumstances, extensions of the Personal Leave Days as defined under Article 15.11.00 b), to a maximum of five (5) days without pay in each school year for personal reasons.

15.11.01

Personal Days will not be approved by the Principal on professional activity/development days, exam days (if Teacher is scheduled for an exam or exam supervision), or to extend a vacation period (i.e. Summer Break, Thanksgiving, Winter Break, Family Day, Spring Break, Easter, Victoria Day).

15.11.02

A Principal may deny a request for a personal day when it is determined that absences on the specific date pose a program or operational challenge.

15.11.03

Where a request is denied in 15.11.01 and 15.11.02, a Teacher may appeal to the Manager of Human Resources for special consideration for unusual circumstances.

15.12.00 - Provincial/National/International Event

Subject to a minimum notice of ten (10) working days being given to the Teacher's Principal, a Teacher may be granted, with the approval of the Manager of Human Resources, a leave of absence to participate in a significant provincial, national or international event.

The Board must receive written confirmation that all costs incurred for the Occasional Teacher replacing said Teacher will be reimbursed prior to the approval being granted.

A maximum of ten (10) days will be granted under 15.12.00 in any one school year. Where a request would result in more than ten (10) days being granted in any one school year, a Teacher may appeal to the Manager of Human Resources for special consideration for unusual circumstances.

15.13.00 - Leaves of Absence

On the recommendation of the Manager of Human Resources, the Board may grant, to any Teacher who has completed three (3) years' employment with the Board, a leave of absence from duty without pay for not more than two (2) years, subject to the following conditions:

a) Requests for a leave of absence, including the reason for requesting the leave, should be submitted, in writing, to the Manager of Human Resources prior to March 1 in the year prior to the school year in which the leave will begin. Requests received after this date due to extenuating circumstances will be considered on an individual basis. Benefit availability during this time is at the discretion of the ELHT.

Requests from Teachers in their third year of employment with the Board will be accepted for leaves that will commence in their fourth year of employment with the Board. It is understood that leaves will commence at the beginning of a semester.

b) Upon being granted the leave, the Teacher will sign a statement indicating acceptance of the terms and conditions of the leave.

c)

- i) Each Teacher returning from a leave of absence of two years or less shall be assigned back to the school which the Teacher left.
- ii) Each Teacher returning from a leave of absence of more than two (2) consecutive years shall be assigned back to the educational area which the Teacher left (East, West, or North), subject to the availability of a suitable vacancy in their respective area.
- iii) The position of such Teacher with respect to a surplus declaration in the school from which they left, or redundancy in the system, shall be governed by the provisions determining surplus and/or redundancy which are in effect.

A Teacher returning from a statutory maternity/adoptive/parenting leave in conjunction with a personal leave will be assigned back to their originating school, subject to Article 19.

15.13.01

A Teacher who is on loan or exchange may request an extension of up to one (1) year of the period of loan or exchange. The request for extension shall be submitted in writing to the Manager of Human Resources prior to March 1.

15.13.02

In the final year of a leave of absence granted under 15.13.00, the Teacher shall notify the Board by March 1, in writing, confirming the Teacher's intention to return the following year.

15.14.00

Teaching experience will be granted (subject to the conditions governing teaching experience in 08.05.00 to 08.05.04) to Teachers on a leave of absence who are undertaking teaching work recognized by the Director (e.g., D.N.D., Ministry Exchange, C.U.S.O.) or who are on a leave of absence where the Board is reimbursed for the Teacher's salary and Board share of benefits (e.g., Union business).

Teaching experience will not otherwise be accumulated during an absence without pay. Continuous service, however, is not broken during any leave of absence.

15.15.00 - Teacher Exchange

The Board agrees to provide the opportunity for Teachers of the Bargaining Unit who have completed three (3) years' employment with the Board to participate in Teacher exchanges with Teachers from other Ontario school boards, from other provinces, and from other countries, subject to the Board's approval of the person with whom the Teacher is to be exchanged.

Teachers on Exchange shall be subject to the conditions in Articles 15.13.00, 15.13.01, 15.13.02, 15.14.00 and 19.08.04.

15.16.00 - Deferred Leave

Teachers will have access to a deferred leave plan process established through Board policy. Details may be obtained by contacting the office of the Executive Officer of Human Resources.

ARTICLE 16 - PARENTING LEAVES

16.00.00 - Pregnancy Leave

The Board shall, upon the written request of the Teacher and receipt from a legally qualified medical practitioner stating that the Teacher named therein is pregnant and specifying the date upon which delivery will occur in the medical practitioner's or mid-wife's opinion, grant or cause to be granted to the Teacher a Pregnancy/Parental Leave (leave of absence without pay) in compliance with the Employments Standards Act.

16.00.01

Actual teaching experience shall be granted for a leave of absence taken under clause 16.01.00, 16.02.00 and 16.04.00.

Subject to the approval of the Manager of Human Resources, credit for actual teaching experience, beyond Pregnancy Leave and Parental Leave, of up to five (5) additional weeks shall be granted to a Teacher where the Teacher returns to active employment at a natural break in the school year. The extension will commence on the first working day following the end of the Pregnancy Leave and Parental Leave.

For the purpose of Article 16.00.01, 'natural break' shall refer to any of the following:

1. The first working day in September;
2. The first working day following the deadline for mark entry for Semester 1, Term 1;
3. The first working day for Semester 2;
4. The first working day following March Break;
5. The first working day following the deadline for mark entry for Semester 2, Term 1;
6. The last working day of school in June.

Should the five-week extension not bring the Teacher to a natural break in the school year, the Teacher may request a leave of absence for personal family reasons until the end of the semester or the end of the school year, as identified in Article 16.03.00.

A Teacher whose five-week extension ends in July or August shall return on the first working day in September.

Eligibility for benefit coverage for the summer months will be in accordance to the ELHT.

16.01.00

Pregnancy and Parental Leave shall be governed by the Employment Standards Act and any amendments thereto. A Teacher on Pregnancy Leave and/or on a Parental Leave identified under the Employment Standards Act, shall accumulate actual teaching experience for increment and seniority but not salary or allowance during such leave.

16.02.00 - Adoptive Leave

Leave for the purpose of adoption shall be available to a Teacher in accordance with the Employment Standards Act. Advance notification of at least three (3) months shall be given to the Board of intent to adopt, on the understanding that it may be necessary for the Teacher to commence leave immediately after the child becomes available. Written notification shall be given to the immediate supervisor of the exact dates of the leave when they are known. A Teacher while on Adoptive Leave and/or Parental Leave shall accumulate actual teaching experience for increment and seniority but not salary or allowances.

16.03.00

The Board shall, on the written request of the Teacher, grant, in addition to the Pregnancy Leave, Adoptive Leave and/or Parental Leave in 16.01.00 and 16.02.00 above, a leave of absence for personal family reasons for a period not to exceed one (1) year provided that the date of termination of the leave coincides with a natural break in the school year. Extension beyond the leave in 16.01.00 and 16.02.00 shall be without payment of salary, allowance, fringe benefits and accumulation of credit for actual teaching experience. The Teacher shall accumulate seniority during this leave. Eligibility for benefits will be in accordance with ELHT.

16.04.00

Teachers taking only the Parental Leave, in accordance with the Employment Standards Act, shall accumulate actual teaching experience for increment and seniority but not salary or allowance during such leave.

16.05.00

At the termination of the leave period, the onus shall be on the Teacher to report, in writing, to the Principal, the Teacher's readiness and medical fitness to resume the Teacher's duties.

16.06.00

The Teacher shall return to work after the Pregnancy Leave, Adoptive Leave and/or Parental Leave without loss of seniority or status held at the commencement of the leave subject to the provisions of this Collective Agreement.

16.07.00

The provisions of 16.01.00, 16.02.00 and 16.04.00 will be available to a Teacher who has thirteen (13) weeks or more of continuous service with the Board.

16.08.00

All parties concerned agree that the best interests of the students and the Teacher concerned should be observed in arranging the dates for the commencement and termination of Pregnancy Leave, Adoptive Leave and Parental Leave. The Teacher will notify the Principal in writing as soon as possible, of the intended date for which the leave will commence and will consult with the Principal as to the appropriate return date.

Should the Teacher not take the leave due to medical reasons, the Executive Officer of Human Resources will affect a return to work upon receipt of a medical certificate indicating that the Teacher is medically fit to resume duties.

Should the Teacher require additional time off that precedes or follows their Pregnancy and/or Parental Leave due to medical reasons, it would be the Teacher's responsibility to submit medical documentation to the Board. The Teacher will be able to return to work when new medical documentation is submitted and reviewed, and it is determined that the employee is medically fit to resume duties.

16.09.00

Any Teacher who is granted a leave without pay under Article 16 for less than a full school year shall be paid according to Article 9.

16.10.00

A leave of up to three (3) days with pay, not chargeable to sick leave, may be granted, subject to the approval of the Manager of Human Resources, on the occasion of the birth of a Teacher's child, or in the case of adoption, when the child becomes available.

16.11.00

The top-up for Adoptive Leave will be 95% of regular salary for the two week waiting period.

16.11.01

- a) The Employer shall provide for permanent Teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

ARTICLE 17 - ADVERTISING OF VACANCIES

17.00.00

All vacancies for positions which would employ Teachers and which arise for September 1 and February 1 are advertised within the Board before they are advertised externally. Vacancies which arise for other dates may be advertised internally subject to the approval of the Executive Officer of Human Resources.

It is recognized that between the time a full internal advertisement has taken place in April, subsequent to the declaration of surplus Teachers, and the time all surplus Teachers have been placed, it is not necessary for the Board to advertise each and every position immediately when it becomes available, but that internal transfers and placement of surplus Teachers may precede and influence the number, timing and types of vacancies that are posted internally.

Within the limitations of this Article:

17.01.00

Prior to placement of surplus Teachers, there shall be a minimum of two (2) internal advertisements in April.

17.01.01

Internal advertisements of vacancies shall be posted electronically within the Board prior to external advertising.

17.01.02

All vacancies in positions of responsibility shall be advertised internally, with the exception of vacancies which occur for one semester or less in consultation with the Union President.

17.01.03

After all surplus Teachers have been placed, all teaching positions which will be available for September 1 and/or the beginning of the second semester of the school year shall be advertised internally.

Subject to Teachers having the required qualifications as per Article 19.01.05 to fill the vacancy, no external hiring shall take place until positions have been offered to redundant Teachers. Teachers with less than full-time assignments will be given consideration for top up prior to external hiring.

Subject to the agreement of the Joint Staffing Advisory Committee, vacant positions that arise in January for Semester 2 and during July and August for September 1 are not required to be advertised through an internal ad. During these periods, positions will be filled in the following order: Teachers with first right of refusal, redundant Teachers, Teachers with less than a full-time assignment, Occasional Teachers, external applicants.

Notwithstanding the above, the internal ads will continue as needed for any new full-time vacancies until August 15 for September staffing and until January 15 for Semester 2 staffing.

17.02.00

In exceptional circumstances, involving the needs of individual Teachers and following consultation with the school Principal(s) and the Union President, the Executive Officer of Human Resources may place a Teacher into a vacant teaching position without advertising that position.

ARTICLE 18 - STAFF ALLOCATION AND WORKLOAD PROVISIONS

18.00.00

The Joint Staffing Advisory Committee shall be composed of three (3) members appointed by the Board and three (3) Teachers appointed by the Bargaining Unit. Additional members may attend in an advisory capacity, at the request of either the Board or the Bargaining unit.

18.00.01

The Committee shall:

- a) review by February 28 and again by March 31 the student enrolment projections provided by the Principals and the Planning Department;
- b) verify the system classroom staff full-time equivalent entitlement as well as the system allocation of the guidance, library, and special education sections;
- c) verify the allocation to each school of the proportional share of the system's instructional time for a school year for all of its secondary Teachers;
- d) review by April 30, May 31, June 30 and throughout September and October, fluctuations in student enrolment figures;
- e) review by October 31 and March 31 student enrolment statistics and the class size statistics;

- f) review the distribution of instructional time to teaching staff within schools at least twice during the school year;
- g) designate Committee members to meet with the Principal and appointed Union Branch representatives of any or all schools, if required to review each school's share of the system's instructional time;
- h) review any hold-back of the projected system staff complement. Hold-back shall be distributed no later than November 15;
- i) meet once a month during the school year. Upon the request of either party, a meeting in August will be scheduled to review the school organization including class sizes, and make recommendations where appropriate to the Principal on alternative assignments where class size guidelines have been exceeded;
- j) review the total number of students for each Teacher at the end of the first month in each semester;
- k) determine, as of October 31st and March 31st of each school year, the total pupil Teacher contacts (PTC) for each Teacher for the current year in accordance with the guidelines in Article 18.09.00.

18.00.02

The Joint Staffing Advisory Committee shall review the staffing allocation formula set out in this article.

18.01.00

The Union Branch representatives designated in Article 19.01.06 will act as an advisory body to review the staffing of the school.

18.02.01

- a) In a semestered school, a Teacher shall be assigned no more than the equivalent (pro-rated to the Teacher's assignment) of a maximum of three (3) credit programs per semester, or equivalent for a non-semestered school unless there is written agreement by the Teacher, the Union and the Board. If the scheduling and/or program needs of a school require a Teacher to teach more than three (3) credit programs in a semester, the Principal will communicate this need to the Teacher and to the Branch President. If the Teacher is in agreement, the Principal will advise the Manager of Human Resources, who will communicate this requirement to the Union President. If the Teacher does not agree to teach more than three (3) credit programs in a semester, then the Principal will rearrange the teaching assignment to eliminate the requirement to teach more than three (3) credit programs in a semester.
- b) A full-time classroom Teacher shall be assigned six (6) sections.
- c) Each secondary school shall be allocated six (6) sections to be used in the Library.
- d) Guidance, Library, Special Education and Co-op Teachers shall be allocated to schools on the basis of six (6) sections per FTE and used in these areas.
- e) The minimum FTE for Special Education Resource Teachers and non-credit Special Education programs for the system shall be based on the Ministry of Education funding for Special Education programs and services.

18.03.00

In addition to the six (6) teaching periods per school year, all Teachers will be assigned Additional Professional Assignments (APA's). APA's will include a combination of: on-call assignments; student supervision; student mentorship and/or Teacher mentorship to maximize the expertise of Teachers in support of student learning.

- a) Each full-time Teacher will be responsible for up to fifty (50) half periods of Additional Professional Assignments per year. A maximum of twenty-four (24) may be used for on-calls. The remainder may be used for supervision and Teacher/ student mentoring.
- b) On-call assignments shall be equitably distributed among all teachers.

- c) Co-operative Education Teachers will be granted credit for two (2) APA assignments in each of the two (2) pre-placement weeks in which the Teacher is assigned to two (2) or more co-operative education classes in a semester. In addition, Co-operative Education Teachers will be given credit for two (2) APA assignments for the five (5) in-class days occurring in a semester.
- d) A supervision assignment may include study hall, classroom supervision, lunch duty and/or other supervision of students including bus supervision, as determined by the Principal in consultation with the in-school representatives outlined in 19.01.06 who will contact the District Office.
 - i. Supervisions and on-calls and mentoring will be assigned so that a Teacher does not receive more than one such assignment in a day, unless otherwise agreed to by the Teacher.
 - ii Supervision and on-calls and mentoring may be a half-period or a quarter period. These will be assigned so that a Teacher does not receive more than two (2) half-periods in a week, or not more than three (3) quarter periods in a week or not more than one (1) half and one (1) quarter periods in a week.

Effective September 1, 2003:

The Principal, with the written agreement of the Teacher, may schedule supervision, on-calls and mentoring assignments in blocks of time. Over the course of the semester, the Teacher will have worked not more than the required number of half periods as outlined in 18.03.00 a).

- e) Supervision shall be assigned in an equitable manner to all Teachers.
- f) The Board will endeavour to assign part-time Teachers supervisions and on-calls that are contiguous to their Regular teaching assignment unless the Teacher and Principal mutually agree otherwise.
- j) The Joint Staffing Advisory Committee will monitor the implementation and on-going application of 18.03.00.

18.04.00

Each Teacher shall be entitled to a lunch period of a minimum of forty (40) consecutive minutes between classes, free of assigned duties.

18.05.00

Wherever possible the Board shall endeavour to assign Teachers to no more than two (2) periods without a break.

Assignments of three (3) periods without a break at the request of the Teacher will be subject to scheduling needs of the school.

If the scheduling and/or program needs of the school require a Teacher to teach three (3) periods without a break, the Principal will communicate this need to the Teacher and to the Branch President. If the Teacher is in written agreement, the Principal will advise the Manager of Human Resources, who will communicate this requirement to the Union President.

If a Teacher does not agree with the teaching of three (3) periods without a break, then the Principal will rearrange the teaching assignment to eliminate the requirement to teach three (3) periods in a row.

18.06.00

The Board will endeavour to limit the number of course preparations for each Teacher. Each Teacher shall be consulted by the Principal, and in-school representative outlined in 19.01.06 regarding the Teacher's preference for the assignment of half credits.

18.07.00

Duties of part-time Teachers shall be pro-rated in the same ratio that the part-time assignment bears to a full-time assignment.

18.08.00

Teachers who agree through mutual consent to perform assigned duties outside of the designated school year shall receive compensating days equal to the number of days worked, to be scheduled by mutual consent with the Principal during the course of the school year.

18.09.00

The Principal in consultation with the in-school representatives as outlined in 19.01.06, will use the following guidelines to organize classes in the school to be less than or equal to the following class sizes:

Intermediate

Academic-Gr. 9	28
Academic-Gr. 10	29
Applied-Gr. 9, 10	22
Essential and Essential Clustered -Gr. 9	18
Essential and Essential Clustered -Gr.10	20
Open-Gr 9,10	26

Senior

University-Gr. 11,12	30
College/University (M Courses)-Gr. 11, 12	28
College-Gr.11, 12	27
Workplace-Gr. 11, 12	24
Open-Gr. 11,12	26

Technological Studies

Essential Clustered-Gr.9	18
Essential Clustered-Gr. 10	20
Gr. 9,10	20
All Gr. 9-12 Tech Design (TD_), Computer Tech (TE_), Communications Tech (TG_)	26
College/University (M Courses) - Gr. 11,12	22
College- Gr. 11,12	20
Workplace- Gr. 11,12	18
Open- Gr. 11,12	26

Exceptions

Literacy Skills - ELD	21
OLC	24
Workplace Co-op-Gr. 11, 12	21
Co-op- Gr.11,12	26
Physical Education	29

18.10.00

In addition to article 18.09.00, no Technological Studies having a Transportation Technology focus or component shall exceed 20 students and no E-Learning credit course shall exceed 35 students.

18.11.00

As of October 31st and March 31st of each school year the total pupil Teacher contacts (PTC) for each Teacher will be determined in accordance with the guidelines in Article 18.09.00

These calculations will be reported to the Staffing Advisory Committee. Where a Teacher's PTC exceeds the total PTC's as calculated above plus a flexibility factor of 10%, the Staffing Advisory Committee will determine the resolution.

Any teacher whose assignment includes E-Learning will have their total PTC adjusted to be pro-rated to the portion of the teacher's assignment that is not E-Learning.

18.12.00

Unassigned time shall be available to the Teacher for preparation and marking.

18.13.00 – School Year

The length of the school year shall be as defined in 06.13.00.

18.14.00

Administration will not schedule staff meetings during the five (5) days prior to the deadline for data entry for reports.

18.14.01

In addition to the mid-term and the final Ministry reports, only two (2) other reports will be required per semester: a fifth week progress report and a fifteenth week in-danger report. In each case reports will be issued by the Teacher based on the needs of the students in the school as determined by the Principal in consultation with the staff. The chosen reporting method will consist of one (1) of the following: a letter of concern, a markbook printout, a checklist or an in-danger notification.

18.14.02-Teaching Assignment Outside of the Regular School Day

If the scheduling and/or program needs of the school require a Teacher to teach a course outside of the regular school day, the Principal will communicate this need to the Teacher and to the Branch President. If the Teacher is in written agreement, the Principal will advise the Manager of Human Resources, who will communicate this assignment to the Union President. If the Teacher does not agree with the assignment to teach a course outside of the regular school day, then the Principal will rearrange the teaching assignment to eliminate the need to teach outside of the school day.

18.15.00 Supervisions During Exam Periods

During Board designated exam periods, exam supervisions will be assigned equitably among all Teachers. For the purposes of this Article, “an exam supervision” is understood to mean “a scheduled period of time in a designated area in which students are completing work, writing and/or preparing to write an exam”.

18.16.00 Record of Employment

For the purpose of reporting hours worked for Employment Insurance, the Board shall record each full work day as eight (8) hours worked.

ARTICLE 19 - POTENTIALLY REDUNDANT, SURPLUS, EXCESS TO REGION AND REDUNDANT TEACHERS

19.00.00

The possible need to release any Teacher for reasons related to decreases in enrolment, changes in program needs in accordance with the provisions of this Collective Agreement, is recognized by the Board and the Union.

19.00.01

Prior to the surplus declaration process, in the event of school closure/reconfiguration or transfer of program, representatives of the Board and Union will meet and shall establish a mutually agreeable process for declaring surplus in the schools affected.

Should the Ministry of Education funding formula not be received in time to proceed within the dates set out in Article 19, the Board and Union will meet and discuss possible modifications to those dates and establish by mutual agreement any possible changes that may be required.

Where agreement cannot be reached surplus declaration will be governed by the process outlined in Articles 19.01, 19.02, 19.03 and 19.04.

An initial declaration of potential redundancy to the system shall occur prior to Article 19.01.00--Step 1--Surplus to School.

Seniority with the Board, as per Article 19.08.06, shall determine the initial declaration of potential redundancy. No position will be excluded from the declaration of potential redundancy process.

The number of Teachers declared potentially redundant shall be no greater than the number of full-time equivalent Teachers known on the date of the staffing release in March to be employed for the forthcoming September less the number of full-time equivalent Teachers projected to be required for October 31 of the next school year.

Teachers declared potentially redundant to the system in the initial declaration must be notified in writing by the Executive Officer of Human Resources no later than March 31.

19.01.00 - Step 1: Surplus to School

19.01.01

A Teacher may become surplus to a school because of a decline in enrolment at such school, a decline in enrolment in a particular subject area, or elimination of a particular subject from such school's program.

A Teacher may become surplus to a regional program because of a change in program needs or a change in funding.

19.01.02

- a) By November 30, the Board in consultation with the Union, shall have developed lists of Teachers in seniority order by subject based on the following:
 - qualifications according to the Teacher's Ontario Qualifications Record Card supplied by the Ministry of Education and Training and/or the Teacher's Certificate of Qualification supplied by the College of Teachers; and/or
 - evidence of successful teaching of the subject.
- b) Such lists shall be made available to the Teacher in the Teacher's school prior to the last teaching day of December, and if the Teacher believes that the Teacher has been incorrectly placed on the list the Teacher shall so advise the Executive Officer of Human Resources by January 20.
- c) The Union shall be provided with a copy of such lists.

- d) A Teacher who believes the Teacher is qualified to teach subjects other than those specified in Article 19.01.02 must apply to the Joint Staffing Advisory Committee by January 20. The Committee shall decide whether the request shall be granted. The majority decision of the Committee shall be final. If no majority decision is reached, the Executive Officer of Human Resources shall decide and the decision shall be subject to the grievance procedure.

19.01.03

Using the projected number of staff assigned to the school, the principal will, before April 1:

- a) determine the staffing requirements for the school based on the student option selection data for the next school year;
- b) identify by subject those positions which are vacant; and
- c) identify by subject according to lists developed in accordance with Article 19.08.08 those Teachers who are surplus to the staffing requirements of the school on the basis of seniority as defined in Article 19.

19.01.04

A Teacher who holds a continuing position of responsibility shall be excluded from the procedures in Article 19.01.03, but a Teacher who holds an acting position of responsibility shall be excluded from procedures in 19.01.03, only if the acting position is to continue in the next school year.

19.01.05

Prior to any Teacher being identified as surplus to a school, however, every effort shall be made to accommodate the Teacher in another subject in the same school if the Teacher:

- has the necessary qualifications according to Regulation 298; or
- has evidence of successful teaching in the subject; or
- is actively proceeding towards or agrees to proceed towards such qualifications for such date as is approved by the Executive Officer of Human Resources; or
- may be placed in the subject area by written mutual consent in accordance with the Regulations.

19.01.06

The Principal shall keep the Branch President and one (1) additional OSSTF Teacher from the school appointed by the Bargaining Unit, informed throughout the in-school surplus procedures and shall:

- a) review and receive input from the Teachers designated above on the school staff allocation and allocation of instructional time within the school;
- b) review the method of staffing the school during the school year, including surplus and redundancy declarations, transfers and hiring to vacancies.
- c) In addition, the Principal shall also provide the Teachers designated above with copies of:
 - i) the complete school staff list;
 - ii) the program needs of the school for the next year;
 - iii) a staff list indicating subject allocation for each Teacher, or Teacher opening, for the next school year;
 - iv) the list of school needs, and;
 - v) the names of the Teachers who are surplus to the staffing requirements of the school.

19.01.07

The Principal shall meet with the Branch President and one additional Teacher appointed by the Union to review: the list of vacancies, the list of Teachers who will be identified as surplus to the school and the reasons for any surplus declaration where it is deemed that the program needs of the school require the retention of a Teacher with less seniority as defined in Article 19.

Each Principal shall by April 1st of each year, submit to the Board a list, by subject, of Teachers considered surplus to the school, a list of vacant positions in the school, and a staff list indicating the Teachers' subject allocations for the next year. The Union shall be provided with a copy of these lists.

The Principal shall notify a Teacher who is to be potentially declared surplus no later than April 2nd; such notification to be preceded by an interview with the Teacher.

19.01.08

The Executive Officer of Human Resources shall, in consultation with the Principal, identify and notify in writing by April 15th, each Teacher in each school who is expected to be surplus to the staffing requirements of such school for September of the subsequent school year.

19.01.09

Notwithstanding the timelines outlined in Article 22, Teachers who have been declared surplus to a school shall have fifteen (15) days to grieve their surplus declaration.

19.01.10

Teachers who are surplus to their school shall have the opportunity to indicate preferences as to another assignment within the Board if a position is available. Preference forms shall be provided to surplus Teachers on or before April 15. The preference form shall be returned to the Manager of Human Resources (Secondary) and a copy forwarded to the Principal and to the Union office within three (3) school days. Teachers' preferences shall be considered in order of seniority when assignments are made in accordance with Article 19.02.03.

19.02.00 - Step 2: Assignment of Surplus Teachers

19.02.01

The Union shall participate in all Board-wide meetings relating to staffing issues, including but not limited to declaration of surplus and excess to region.

19.02.02

As early as possible, the Board will complete appointments to vacant positions of responsibility or other vacancies.

19.02.03

A Teacher declared surplus to a school shall be assigned according to seniority to teach in a subject, or combination of subjects for which the Teacher is qualified, in accordance with Article 19.01.02.

If no such position is vacant, such assignment shall be made to replace another Teacher if the other Teacher has less seniority and is the least senior Teacher in the Board in that subject, or combination of subjects. Such assignment may displace a Teacher who holds a continuing position of responsibility.

19.02.04

The Teacher who has been displaced by virtue of Article 19.02.03, shall be declared surplus to the school and shall be assigned, if possible, in accordance with Article 19.02.03.

19.02.05

Where any Teacher has been placed in any other secondary school for reasons related to Article 19, such Teacher shall have the right of first refusal of any teaching vacancy:

- a) for which the Teacher is qualified; and
 - i) for Teachers declared surplus during the staffing process for the 2019-2020 school year, a vacancy which may arise and is designated for the beginning of September 2019, February 2020 or September 2020;
 - ii) for Teachers declared surplus during the staffing process for the 2020-2021 school year, a vacancy which may arise and is designated for the beginning of September 2020, February 2021 or September 2021;
 - iii) for Teachers declared surplus during the staffing process for the 2021-2022 school year, a vacancy which may arise and is designated for the beginning of September 2021, February 2021 or September 2022;
- b) and which exists in the secondary school from which the Teacher was transferred.

19.02.06

Where the original placement, as described in 19.02.05, was completed through the request of the Teacher, the Teacher shall not have the right of first refusal of any such vacancy. However, consideration may be granted by the Manager of Human Resources, provided that the Manager of Human Resources has received notification in writing of the Teacher's desire for such consideration within ten (10) days after the date the Teacher obtains the new position requested.

19.03.00 - Step 3: Excess to Region

19.03.01

On or before May 15, Teachers displaced by the surplus procedures shall be advised of their current status:

- a) They are excess to region; or

- b) They remain surplus to the school and have been tentatively assigned to a specific position in another school in the Board. Such assignments may change up to June 30.

19.03.02

When, in the interval between May 1 and June 30, a position becomes available within the Board, that position shall be filled, if possible, by a Teacher who is excess to region. This assignment may change up to June 30.

19.03.03

In the interval between May 1 and June 30, tentative assignments may be changed as an opening occurs such that:

- a) Where possible, a Teacher who was originally declared surplus to that school shall fill the available position.
- b) Teachers' preferences shall be considered in order of seniority.

19.03.04

On or before May 15, the Board shall identify those Teachers who remain excess to region.

19.03.05

If after June 30, a position becomes available in the Board, that specific position shall be filled, if possible, by a Teacher who is excess to region and/or has been declared redundant to the system.

19.04.00 - Step 4: Redundant to System

19.04.01

If sufficient positions will not become available by May 31 to place all surplus Teachers and Teachers declared excess to region, the Executive Officer of Human Resources may declare Teachers redundant to the system.

19.04.02

The number of Teachers declared redundant in 19.04.01 shall be no greater than the number of full-time equivalent Teachers known on the date of the Board's last meeting in May to be employed for the forthcoming September less the number of full-time equivalent Teachers projected to be required for September 30 of the next school year.

19.04.03

The Executive Officer of Human Resources shall transfer those Teachers, who have been declared surplus or excess to region and who have not been placed in alternative teaching positions, into any positions on the regular day school teaching staff which are filled by Teachers with lesser seniority. Teachers who have been declared surplus or excess to region and who thereby displace another Teacher with lesser seniority must be qualified according to Regulation 298, Operation of Schools - General, to fill such teaching positions.

19.04.04

Teachers declared redundant to the system must be so notified in writing by the Executive Officer of Human Resources no later than May 31. The employment of a redundant Teacher may be terminated by the Board and such termination becomes effective August 31 of such year.

19.04.05

All Teachers whose employment has been so terminated will be notified of their termination in writing by the Director of Education and this notification will clearly state that the termination is for reasons of redundancy.

19.04.06

If a Teacher disagrees with the Teacher's listing as surplus, excess or redundant or objects to the Teacher's assignment to another position, the Teacher may discuss the same with the appropriate supervisory officers of the Board, assisted, if the Teacher desires, by a representative of the Union.

19.05.00 - Severance Pay

19.05.01

Teachers who have passed their probationary period with the Board, whose employment is terminated at the end of the school year for reasons of redundancy, shall be eligible for severance pay if no job for which they are qualified in the secondary panel can be made available to them.

Redundant Teachers will be advised of their right to severance in writing, including Article 19.05.04.

19.05.02

Severance pay shall be made at the rate of one/twenty-fifth ($1/25^{\text{th}}$) of annual salary (pro-rated for part-time staff) for each full year of service with the Halton District School Board and its predecessor Board, subject to a maximum of one-third ($1/3$) of annual salary.

19.05.03

Severance pay shall be paid to the Teacher by October 15th in the calendar year in which the Teacher's employment is terminated.

19.05.04

Upon the receipt of severance pay the Teacher's employment with the Halton District School Board is terminated. The Teacher has no right to recall, and the Halton District School Board has no further obligations.

19.06.00 – Recall

19.06.01

All Teachers whose employment has been terminated for reasons of redundancy will be placed in suitable teaching vacancies which may arise, for which they are qualified according to Regulation 298, Operation of Schools - General, by seniority, between the time of their notification of termination and June 30 of the third school year subsequent to the termination for redundancy. Unless a prior arrangement has been made with the Manager of Human Resources (Secondary), this consideration shall cease and the Board shall have no further obligation if such Teacher:

- a) refuses a suitable vacancy offered,...OR

- b) cannot be contacted within three (3) working days of a vacancy arising....OR
- c) has received severance payment under 19.05.00

A Teacher who is recalled from Excess to Region (Step 3) or Redundant to System (Step 4) to a teaching position less than the Teacher's full entitlement shall have the right to return to full entitlement

- i) when permanent sections become available in the Teacher's current school; or
- ii) when a permanent vacancy, at the Teacher's full entitlement and for which the Teacher is qualified, becomes available in another school for the beginning of a semester; or
- iii) during the staffing process for the following school year.

Placement in a permanent teaching vacancy will be in accordance with the Teacher's qualifications as recorded by the Ontario College of Teachers. Evidence of successful teaching in a subject or teaching subjects by mutual consent may be used in addition to qualifications to fully recall a Teacher from Excess to Region or Redundant to System, provided no other Excess/Redundant Teacher has the necessary qualifications according to Regulation 298.

19.06.02

Where a Teacher is recalled and accepts a position to commence no later than October 15, that Teacher forfeits any eligibility for severance pay unless declared redundant subsequently.

19.06.03

Where a Teacher is recalled and accepts a position to commence on or after October 15, that Teacher's future eligibility for severance pay will be determined in accordance with Article 08.05.00 of this Agreement based on service calculated from the most recent date of recall.

19.06.04

The Board shall establish and maintain a recall list of all Teachers who have been declared redundant.

19.06.05

Teachers who are eligible for recall shall file with the Board their most recent address and telephone number and a personal email address if available.

19.06.06

When a position becomes available, the Board shall attempt to contact the Teacher being recalled by telephone and will offer by email.

19.07.00 - Seniority Prior to September 1, 1981

It is understood and agreed that for Teachers all Halton experience (elementary and secondary) including bridging over periods of resignation/reappointments, will count for seniority. Teaching experience for seniority shall be calculated in the same manner as teaching experience for increment.

19.08.00 - Seniority Effective from September 1, 1981

a) Teachers who are hired as Secondary Teachers prior to September 1, 1998

Effective September 1, 1981 seniority shall be defined as length of continuous service with the Halton District School Board and the Halton Board of Education from the date of last appointment to the teaching staff of the Board subject to clauses 19.08.00 to 19.08.06 and 19.08.10. Service credit for seniority shall be calculated and determined on and within each individual year's teaching assignment.

b) Seniority for Teachers who are hired as Secondary Teachers on or after Sept. 1, 1998

Effective September 1, 1998 seniority shall be defined as length of continuous service with the Halton District School Board from the date of last appointment to the secondary staff of the Halton District School Board as a bargaining unit Teacher subject to clauses 19.08.00 to 19.08.06 and 19.08.10.

19.08.01

a) Prior to September 1, 1998:

Seniority for Teachers on part-time assignments of less than half-time shall be determined on a pro rata basis in the same proportion that the Teacher's part-time timetable bears to a full timetable. Seniority for Teachers on a part-time assignment of half-time or greater shall be equal to one (1) full year.

b) Effective September 1, 1998:

Part-time Teachers shall accrue seniority as though they were full-time.

19.08.02

For potential redundancy, surplus, excess to region and redundancy, seniority shall be established in accordance with Article 19.

19.08.03

Except as specified in accordance with 19.08.06, teaching as an Occasional Teacher does not qualify for seniority. Time on leave of absence does not qualify for teaching experience or seniority subject to clause 19.08.04.

19.08.04

For the purposes of determining seniority, a Teacher shall continue to accumulate seniority during:

- 1) an exchange, subject to clause 15.14.00;
- 2) a loan or secondment to any recognized educational authority, subject to clause 15.14.00;
- 3) a Pregnancy, Parental or Adoptive Leave, or leave granted under clause 16.01.00, 16.02.00 and 16.04.00, as per Article 16;
- 4) a leave of absence granted under clauses 15.01.00 to 15.11.00 inclusive;
- 5) a leave granted under Article 12;
- 6) a leave granted under the Deferred Leave Plan with Salary Holdback;
- 7) any non-teaching capacity with the Board in a position covered in the Collective Agreement;
- 8) Prior to September 1, 1998: a transfer to or exchange with a Teacher in the elementary panel;
- 9) the period granted to a Teacher as actual teaching experience by the Executive Officer of Human Resources in accordance with clause 08.05.03;
- 10) the period the Teacher is receiving benefits under the Long Term Disability Income Protection Insurance Plan.

19.08.05

A Teacher shall lose seniority rights if:

- 1) the Teacher is discharged;
- 2) the Teacher quits or resigns;
- 3) the Teacher retires or is retired;
- 4) the Teacher's employment is terminated pursuant to the Education Act and the Regulations;
- 5) the Teacher's employment is terminated pursuant to clause 19.04.05. However, any Teacher recalled shall have their seniority credit reinstated as if there had been no break in service.

19.08.06

Effective September 1, 1998 where two (2) or more Teachers are tied in seniority, the Teacher who is more (or most) senior shall be the Teacher who:

- 1) has the most number of years of actual teaching experience with the Board and its predecessor Board as a secondary Teacher; and where equal
- 2) has with the Board and its predecessor Board, the most actual teaching experience; and where equal
- 3) has the most actual teaching experience in Ontario; and where equal
- 4) has the most actual recognized teaching experience; and where equal
- 5) the remaining Teachers shall, in the presence of the Bargaining Unit President or designate and the Director or designate, draw lots to determine who is more (most) senior.

Teaching experience under 1) and 2) above, will include Long Term Occasional and Form 3 experience recognized under 08.05.02 with the Halton District School Board and its predecessor Board.

19.08.07

Effective December 31, 2000:

For the purposes of 19.08.06, the calculation of actual teaching experience shall include Pregnancy Leave, Adoptive Leave, and Parental Leave. The period granted to a Teacher as actual teaching experience by the Executive Officer of Human Resources in accordance with clause 08.05.03 shall also be included for the purposes of 19.08.06.

19.08.08

The Board shall establish a seniority list, containing the names of all Teachers of the Union as of October 31 of the current school year, and indicating for each Teacher, the current work location, the seniority credit as of August 31 of the current school year, and the ranking within the Teacher's work location in order of seniority. Such list shall be completed and posted electronically no later than March 15.

19.08.09

For the purpose of developing a seniority list, Teachers who are tied in seniority will be given the same ranking. Article 19.08.06 will apply when there is a requirement to break a tie for Teachers to be declared surplus in a given school, for the declaration of excess to region, or for the declaration of redundant Teachers.

19.08.10

An appeal procedure shall be permitted whereby, within fifteen (15) instructional days of the posting of the seniority list in each location where Teachers work, a Teacher who has an objection to their placement on the seniority list shall forward a request in writing to the Executive Officer of Human Resources specifically identifying the reason for and facts involved in the request for a review of their placement on the seniority list. The response to the Teacher will be provided within fifteen (15) instructional days of receipt of the request subject to the Teacher providing the required appropriate documentation substantiating the request. Failing such objection, the said seniority list shall be each Teacher's correct seniority.

19.08.11

Following the appeal procedure in 19.08.10, a Teacher has the right to grieve through Article 22.

ARTICLE 20 - STRIKE/LOCKOUT

20.00.00

There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 21 - STRIKE BY OTHER BOARD EMPLOYEES

21.00.00

In the event of a strike by employees of the Board other than Teachers of the Union, the Board and the Union recognize the following consideration:

21.00.01

Teachers of the Union employed by the Board are bound to honour the terms and conditions of the Collective Agreement subject to the Education Act and Regulations;

21.00.02

in the event of a strike by other Board employees, the Board shall notify the Union President and the Chair of the Council of OSSTF District 20 immediately the situation is evident;

21.00.03

where other Board employees are on strike and picket a school, a Teacher is in breach of employment if the Teacher fails to enter the school and carry on the duties if it is possible for the Teacher to do so without danger to the Teacher's person or property;

21.00.04

a Teacher is not in breach of employment if the Teacher refuses to enter a school that is closed by the Medical Health Officer;

21.00.05

a Teacher shall, if directed, be required to fulfil the Teacher's professional duties, subject to the Acts and Regulations, at another location designated by the Board;

21.00.06

when other Board employees are on strike, a Teacher shall carry on the regular professional duties to the best of the Teacher's ability without assuming functions that are normally discharged by the Board employees on strike;

21.00.07

in cases where the duties required are not those performed specifically by the Teacher, the obligation of a Teacher under Section 264 of the Education Act, shall be deemed to be performed by informing the Board of the non-performance of these duties and the reasons therefore.

ARTICLE 22 - REDRESS PROCEDURE

22.00.00 – Definitions

- a) A “grievance” shall mean a complaint in writing relating to the interpretation, application, administration, or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitrable. The procedures as outlined shall be used.
- b) “Days” shall mean working days unless otherwise indicated.

22.01.00

The authorized representatives of the parties, for the purposes of this Article, shall be: for the Union, the Union President or designate as identified in writing; for the Board, the Director or designate as identified in writing. The Board or Union shall identify, in writing, its authorized representative upon request by either party.

22.02.00

Unless otherwise stipulated herein, or by mutual consent in writing of the parties, a grievance must proceed through all the steps of the grievance procedure before it may be referred to arbitration.

22.03.00 - Individual Grievance

22.03.01 - Informal Step

It is understood that there is no grievance until the Teacher has first given the immediate supervisor (e.g. Principal, in the case of Teachers in schools, or where there is no Principal, the Superintendent) an opportunity to adjust the complaint. A Teacher may initiate a discussion with the immediate supervisor within twenty (20) days from the time when the circumstances giving rise to the grievance were known or should have been known to the Teacher. A Teacher may request Union assistance at the meeting with the immediate supervisor. The immediate supervisor's response to the Teacher shall be given in writing within ten (10) days following the aforementioned discussion between the Teacher and immediate supervisor.

22.03.02 - Step 1

Failing resolution of the complaint within ten (10) days of the immediate supervisor's reply to the complaint, the Union may submit the grievance to the Executive Officer of Human Resources or designate. Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the Union representative and the Executive Officer of Human Resources, or designate within ten (10) working days of the referral to Step 1.

The Executive Officer of Human Resources or designate shall have ten (10) days from receipt of the grievance or the date of the meeting, whichever is later, in which to reply in writing. The Union shall have ten (10) days from receipt of the reply from the Executive Officer of Human Resources or designate to submit the grievance to Step 2.

22.03.03

The grievance shall stipulate the name of the grievor; shall identify the grievor's work location; shall state the facts giving rise to the grievance, including the date on which the incident giving rise to the grievance occurred; shall identify the section or sections of the Agreement claimed violated; shall state the relief requested. The grievance shall be signed by an authorized representative of the Union.

22.03.04 - Step 2

Failing resolution of the grievance within ten (10) days of the Executive Officer of Human Resources' or designate's reply to the grievance, the Union may submit the grievance to the Director. Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the Union representative and the Director of Education, within fifteen (15) working days of the referral to Step 2.

The Director shall have ten (10) days from receipt of the grievance or the date of the meeting, whichever is later, in which to reply in writing. The Union shall have twenty (20) days from receipt of the Director's reply to submit the grievance to arbitration. Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the Union representative and the Director.

22.03.05

The Union may process or continue to process a grievance through the grievance/arbitration procedure on behalf of a grievor's estate with the written consent of the estate.

22.03.06

The Union may process or continue to process a grievance through the grievance/arbitration procedure on behalf of a retired Teacher with the written consent of that Teacher.

22.04.00 - Union Policy Grievance and Board Policy Grievance

22.04.01

The Union or the Board may initiate a policy grievance in accordance with Article 22.00.00. The grievance shall state the facts giving rise to the grievance, including: the date on which the incident giving rise to the grievance occurred; shall identify the section or sections of the Agreement claimed violated; shall state the relief requested. In the case of a Union policy grievance, the grievance shall be signed by the Union President and, in the case of a Board policy grievance, the grievance shall be signed by the Director of Education.

22.04.02

A policy grievance must be initiated within thirty (30) days from the time the circumstances giving rise to the grievance were known or should have been known. In the case of a Union policy grievance, the grievance shall proceed immediately to the Director; in the case of a grievance initiated by the Board, it shall be forwarded to the Union President for resolution.

22.04.03

The reply of the Director, in the case of a Union policy grievance, or the reply of the Union President or designate, in the case of a Board policy grievance, shall be made, in writing, within twenty (20) days of receipt of the grievance.

22.04.04

Where the parties mutually agree, in writing, through their authorized representatives, a meeting shall be held between the Director, or designate, and the Union President, or designate, prior to the reply to the policy grievance.

22.04.05

Failing settlement, the grievance may be referred to arbitration by either party within twenty (20) days of the receipt of the reply, in accordance with the criteria and timelines in Article 22.06.00.

22.05.00 - Grievance Mediation

22.05.01

At any stage in the grievance procedure, the parties by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

22.05.02

The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

22.05.03

The expenses for the Mediator shall be shared equally by both parties.

22.06.00 – Arbitration

22.06.01

The grievance may be referred to arbitration, only after all steps in the grievance procedure have been exhausted, unless a step has been waived by mutual consent of both parties in writing, through their authorized representatives. The party seeking arbitration shall notify the other party, in writing, of its desire to submit the grievance to arbitration within twenty (20) days of the reply of the Director or the Union President. The notification shall contain the name of the party's appointee to the Board of Arbitration. The recipient party shall, within ten (10) days of receipt of such notification, advise the other party of its appointee to the Board of Arbitration.

22.06.02

The two (2) appointees shall, within fifteen (15) days of the appointment of the second of them, or at some time mutually agreed upon, appoint a third person, who shall be the Chair. If the recipient party fails to name an appointee, or if the appointees fail to agree upon a Chair within the time limit, the appointment of the Chair shall be made by the Ministry of Labour upon the request of either party. The Board of Arbitration shall hear and determine the grievance and shall issue a binding decision upon the parties and upon any Teacher affected by it. The decision of a majority shall be the decision of the Board of Arbitration and, if there is no majority, the decision of the Chair shall govern.

22.06.03

No person shall be appointed as Arbitrator who has been involved in the negotiation of this Agreement or in attempts to settle this grievance.

22.06.04

Each of the parties will bear the expenses of their appointee and the parties will share equally the expenses of the Chair. All costs related to witnesses called by a party will be paid for by that party.

22.06.05

The Board of Arbitration shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement.

22.06.06

The parties may agree, in writing, to seek appointment of a single Arbitrator. Should they be unable to agree on a single Arbitrator, the parties may jointly request the Ministry of Labour to make an appointment.

22.07.00 – General

22.07.01

It is understood that nothing in this Article precludes the Union or Teachers from addressing letters of inquiry to the Board through the Director.

22.07.02

Time limits in this Article are mandatory, unless extended by the mutual consent, in writing, of the authorized representatives of both parties, or modified in accordance with Section 48.16 of the Labour Relations Act.

22.07.03

The Board considers the processing of a grievance as the normal exercise of a Teacher's rights. Documentation, indicating a Teacher's involvement in a grievance or arbitration, shall not be included in the Teacher's file held by the Board or agent of the Board.

ARTICLE 23 - STAFF DEVELOPMENT

23.00.00

There shall be a Professional Development Committee composed of three (3) members appointed by the Board and three (3) Teachers appointed by the Bargaining Unit. The Committee shall meet at least twice annually to discuss matters of staff development, including but not limited to the use of professional activity days, the participation of Teachers in professional conferences/workshops, and the effective communication of Board sponsored and Union sponsored staff development.

23.01.00

Out of province attendance at conferences for professional development will be recommended by the appropriate Superintendent and approved by the Director of Education.

ARTICLE 24 - PERFORMANCE REPORTS

24.00.00

A Teacher shall be provided with a copy of any written report directly pertaining to that Teacher.

24.00.01

A Teacher shall sign any such report for the sole purpose of indicating that a copy of the report has been received. Such signature does not suggest agreement or disagreement with the content of the report. A Teacher shall have the right to attach a statement of dissent.

24.00.02

A Teacher shall have access to any of the Teacher's files held by the Board or agent of the Board.

24.00.03

A disciplinary or adverse report may be removed from a Teacher's files at the discretion of the Executive Officer of Human Resources. A Teacher shall have the right to request the removal of any disciplinary or adverse report from a Teacher's file after one year by appealing to the Executive Officer of Human Resources.

24.01.00 –Teacher Performance Appraisal

24.01.01

The Board recognizes that Teacher Performance Appraisal shall be conducted in accordance with the *Education Act* and relevant legislation and in accordance with the Board's policies and procedures.

24.01.02

The Board shall consult with the Union prior to making changes to the Board's policies and procedures with respect to Secondary Teacher Performance Appraisal.

24.01.03

Teachers in Positions of Responsibility shall not conduct Teacher performance appraisals, but this shall not preclude Teachers in Positions of Responsibility from participating in programs of assistance.

24.01.04

With the permission of the Teacher, the Board will notify the Union within five (5) days of when a Teacher receives an unsatisfactory rating in accordance with the Board's procedures.

ARTICLE 25 - ACCESS TO INFORMATION

25.00.00

Upon written request to the Superintendent of Business Services with a copy to the Executive Officer of Human Resources, the Union shall have access to, or be furnished with a copy of the following, assuming the same is reasonably available to the Board.

The Union understands that the Board will respond to their written request as quickly as possible and, whenever possible, within ten (10) working days:

- a) a statement of the current operating expenditures;
- b) a statement of participation in the LTDI plan covered by this Collective Agreement, including a cost analysis thereof;
- c) data respecting salaries, allowances, group classification, teaching experience, qualifications, employment status, and seniority concerning each Teacher covered by this Collective Agreement;
- d) information and data respecting the Teacher complement and pupil enrolment;
- e) the general legislative grant technical paper (if available) and the detailed calculation for funding of the Halton District School Board (if not available on the Ministry website).

25.01.00

Upon written request to the Manager of Human Resources, the Union shall have access to, or be furnished with a copy of the following:

- a. a list of all Teachers by school/worksite, with FTE entitlement for each Teacher;

- b. a list of all Teachers on leave, including but not limited to Teachers on LTDI, WSIB, sick leave, secondment, statutory leave, deferred leave, and personal unpaid leave.

The Union understands that the Board will respond to its request as quickly as possible and, whenever possible, within ten (10) working days.

ARTICLE 26 - PART-TIME TEACHERS

26.00.00

A Teacher on a regular part-time assignment shall be subject to the Articles of this Collective Agreement.

26.01.00

Teachers on a part-time assignment shall receive salary and allowances as indicated in Article 10 of this Agreement prorated to correspond to the ratio that the Teacher's assignment bears to a full-time assignment of 6.0 in accordance with Article 18.02.01 b).

26.01.01

In the event a Teacher has a different assignment for each of two (2) semesters in a given school year, that Teacher's salary will be prorated as in 26.01.00 for each semester.

26.01.02

For Teachers who work only one full semester in a school year, it is understood that one full semester constitutes fifty percent (50%) of the length of the school year as outlined in 06.14.00.

26.02.00

A Teacher employed on a regular part-time assignment shall be eligible for an increment in accordance with clauses 08.05.01 to 08.05.04 inclusive.

26.03.00

A Teacher employed on a regular part-time assignment shall have sick leave determined in accordance with Article C9.00 – Sick Leave.

26.04.00

A Teacher, who has completed three (3) years' employment with the Board may request a leave of absence from their timetable to the Manager of Human Resources with a copy to the Principal to teach a regular part-time assignment subject to the following conditions which must be met:

- 1) such request shall be made prior to March 1 for an assignment commencing the following school year;
- 2) such requests shall specify the period of assignment, not to exceed two (2) years;
- 3) such request is subject to the approval of the Manager of Human Resources.

Requests from Teachers in their third year of employment with the Board will be accepted for leaves to teach a regular part-time assignment in their fourth year of employment.

26.04.01

A Teacher may apply, prior to March 1, for an extension of the Teacher's part-time teaching assignment and such extension shall be subject to the approval of the Manager of Human Resources.

26.04.02

A Teacher who requests and is granted an assignment as a part-time Teacher for a specified period will return to full-time teaching at the end of the period subject to Article 19.

26.04.03

Upon return to full-time teaching at the conclusion of the specified period of part-time teaching, the Teacher shall, for purposes of surplus procedures, be a Teacher of the staff of the school in which the Teacher was teaching part-time.

26.05.00

Teachers not included in 26.05.00 through 26.05.03, currently employed on a part-time basis shall be considered prior to Teachers being newly employed by the Board to fill full-time positions when such positions become available, provided such Teachers have registered their desire with the Manager of Human Resources, with a copy to the Principal, prior to March 1. If more than one (1) Teacher is eligible for such assignment, the Teacher with the greatest seniority as defined in the Collective Agreement shall be assigned to the position.

26.06.00

Part-time Teachers should attend school and staff meetings and professional activity days on a pro-rated basis in accordance with their teaching assignment.

26.07.00

The number of teaching positions to be filled by part-time Teachers in a school or in the system is subject to the determination by and approval of the Manager of Human Resources.

26.08.00

It is understood that, unless specifically identified otherwise, the application of any appropriate Articles for Teachers on part-time assignments is on a prorated basis.

ARTICLE 27 - HEALTH AND SAFETY

27.00.00

The Board shall make reasonable provisions for a safe and healthful environment for Teachers. Both parties will cooperate with regard to the duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

27.00.01

In the event of a medical emergency, a Teacher will assist to the best of their ability to ensure the safety and well-being of the student. No Teacher, however, is required to carry out medical/physical procedures as part of their regular duties.

27.00.02

The Board shall ensure that a copy of the **Occupational Health and Safety Act** and its accompanying relevant regulations shall be accessible on the Board's intranet.

27.00.03

The existence of any unsafe work practices and conditions should be brought to the attention of the School Principal, in accordance with Board policy.

27.00.04

The Board shall determine the required protective equipment necessary to ensure the health and safety of the Teacher. Such equipment will be provided at no cost to the Teacher.

The Teacher shall wear the personal protective devices provided by the Board.

27.01.00

The Board shall not require a Teacher to transport students.

ARTICLE 28 - DUES DEDUCTIONS

28.00.00

On each pay date on which a Teacher is paid, the Board shall deduct from each Teacher the OSSTF dues and any dues chargeable by the Union or an equivalent amount. The amounts shall be determined by OSSTF and/or the Union in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

28.00.01

The OSSTF provincial dues deducted in 28.00.00 shall be remitted to the Treasurer of OSSTF, 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.

28.00.02

Dues specified by the Union in 28.00.00 shall be deducted and remitted to the District 20 Treasurer no later than the fifteenth (15th) of the month after which the deductions were made, according to Article 28 of this Agreement. Such remittance shall be accompanied by a list of employees and the amounts deducted and will identify the amounts from each Union.

28.01.00

The Board shall deduct from the first salary instalment received by a Teacher in a school year, an amount of money as determined by the Union for the OSSTF District 20 Annual Local Levy.

28.01.01

The Union shall notify the Board, in writing, over the signature of the Union President of District 20, of the amount of the deduction. Notification must be given no less than thirty (30) days prior to the date of the salary instalment from which the deduction is to be made.

28.01.02

The amount to be deducted shall be a uniform dollar amount. There shall be only one (1) deduction per Teacher per school year.

28.02.00

Provincial OSSTF and/or the Union, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by Provincial OSSTF and/or the Union.

ARTICLE 29 - UNION RIGHTS

29.00.00

The Board shall provide a bulletin board for the use of the Union at an appropriate location in each workplace upon which the Union shall have the right to post notices relating to matters of interest to the Union and the Teachers.

29.01.00

The Board agrees to provide new employees with the name of the Union President, and the address and telephone number of the District 20 office and to direct new employees to contact the District 20 office for information on how to access the Collective Agreement.

The Board and the Union shall share equally the cost of the printing of sufficient copies of the Collective Agreement.

The Board agrees to share an electronic copy of the Collective Agreement to all Teachers.

29.02.00

- a) The Union shall have access to its Teachers for Union business at all schools and workplaces provided that this does not interrupt the instructional day.
- b) The Board shall provide the Union access to meeting rooms, at no cost, for Union activities outside the school day, provided this does not interrupt the instructional program, school or rental functions of the Board.

29.03.00

The Board shall provide the Union with the following information relating to the employees within the Union on a current basis:

- a) job postings, job appointments, promotions, and transfers;
- b) hirings, resignations, retirements, and deaths.

29.04.00

The Board agrees that the Union should continue to have the use of the Board courier system, at no cost, to communicate with its Teachers.

29.05.00

Before a formal meeting to discuss a negative evaluative report, discipline, negative performance or conduct, the Teacher will be informed of the right and encouraged to have an OSSTF or Union representative present at such a meeting.

ARTICLE 30 - ADMINISTRATIVE POSITIONS

30.01.00 - Acting Administrative Teacher

The Parties agree that an employee who is a Teacher may substitute for an absent Vice-Principal for a period of not less than a day, but not more than twenty (20) consecutive instructional days or forty (40) instructional days in a school year.

30.01.01

The Acting Administrative Teacher shall be paid the following salary if the Teacher replaces an absent Vice-Principal for a period that exceeds three (3) consecutive instructional days, the salary will then be retroactive to the first instructional day the Teacher substituted for the absent Vice-Principal:

- a) The calculation for any additional salary will be based on the annual salary of Step 0 of the Vice-Principals' Salary Schedule, divided by the number of school days in that school year, times the number of instructional days in the position. This salary shall be in lieu of the employee's regular salary and allowances, unless the regular salary of the Teacher is greater.
- b) There will be no additional compensation to the Teacher's regular salary and allowance, if the duration of the assignment is for three (3) consecutive instructional days, or less.

30.01.02

The employee will continue to be subject to all terms and conditions of this Collective Agreement, including but not limited to the payment and deduction of Union dues.

30.01.03

A Teacher who is an Acting Administrative Teacher may resume the Teacher's regular Union duties subject to two (2) instructional days written notice to the appropriate Supervisor.

30.01.04

A Teacher shall receive two (2) instructional days notice, whenever possible, of the request that the Teacher substitute as an Acting Administrative Teacher for an absent Vice-Principal.

30.01.05

A Teacher shall have the right to refuse the request to substitute for an absent Vice-Principal.

30.01.06

The use of a Teacher as an Acting Administrative Teacher shall not result in any supervisions or other additional duties for Teachers.

30.02.00 - Acting Vice-Principal

When a Vice-Principal will be absent from the school for a period of more than twenty (20) consecutive instructional days but less than one school year, the Board may appoint a Teacher as an Acting Vice-Principal to fulfil the duties of the absent administrator.

30.02.05

Nothing in this Article prevents the Teacher from resuming the Teacher's regular duties subject to two (2) weeks written notice to the appropriate supervisor.

30.03.00

Teachers serving as an Acting Administrative Teacher or as an Acting Vice-Principal shall not discipline or evaluate other Teachers.

30.04.00

The Board and the Union agree that a probationary Vice-Principal, who was a Teacher immediately prior to the appointment as Vice-Principal may elect to enter a vacant teaching position within one school year of the appointment to Vice-Principal provided that there are no Teachers on the recall list, eligible for recall to the vacancy. Such election may be exercised by an individual one time only.

30.04.01

Upon return to the Union, the former Vice-Principal shall be credited with seniority previously earned as a Teacher and shall receive no seniority credit for time spent as a Vice-Principal. The Teacher's seniority date shall be adjusted to reflect the Teacher's seniority.

30.05.00 - Teacher in Charge

A Teacher may substitute for an absent Principal/Vice-Principal for up to and including a day, as Teacher in Charge.

30.05.01

A Teacher shall have the right to refuse to act as Teacher in Charge.

30.05.02

A Teacher acting as a Teacher in Charge shall not evaluate or discipline another Staff member.

30.05.03

A Teacher shall not receive credit for Additional Professional Assignments (18.03.00) when acting as Teacher in Charge.

30.05.04

A Teacher acting as Teacher in Charge shall be indemnified in accord with the Letter of Agreement Re: Teaching in Charge (June 28, 2011)

ARTICLE 31 - EMPLOYEE TERMINATION OF EMPLOYMENT

31.00.00

A Teacher shall notify the Board, in writing, of the Teacher's intent to resign/retire by November 30th for a resignation/retirement to take effect December 31st or January 31st, and by April 30th for a June 30th resignation/retirement.

31.01.00

Nothing herein prevents a Teacher and the Board from mutually agreeing to the employee's resignation at any other time. The Board shall not unreasonably refuse to accept a resignation/retirement.

ARTICLE 32 - EMPLOYEE RELATIONS

32.00.00

There shall be an Employee Relations Committee consisting of up to three (3) members appointed by the Board and up to three (3) Teachers appointed by the Union.

32.00.01

The Committee shall meet, as required, at the request of the Union Executive or the Board to discuss matters of common concern.

ARTICLE 33 - CRIMINAL BACKGROUND CHECKS

33.00.01

The Board shall ensure that all records and information (including offence declaration and CPIC records) obtained pursuant to Regulation 521/2001 of the Education Act or any subsequent regulation or law are stored in a secure location and in a completely confidential manner.

33.00.02

Access to such records and information shall be strictly limited to the Executive Officer of Human Resources and those persons named by the Director of Education. The Executive Officer of Human Resources shall advise the Union President of the names of those so designated. Such personnel shall not be Teachers.

33.00.03

The Board shall not release any information about a Teacher obtained pursuant to Regulation 521/2001 of the Education Act, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.

ARTICLE 34 - MEDICAL DOCUMENTATION

34.00.01

The Board shall ensure that all medical information requested regarding a Teacher is stored in a secure location and is managed in a completely confidential manner.

34.00.02

Access to such records and content of medical information collected by the Board shall be strictly limited to the Health and Wellness and Health and Safety Departments personnel or designate as required who have signed confidentiality agreements. Such personnel shall not be Teachers.

ARTICLE 35 - E-LEARNING

35.00.01

Credits delivered by electronic methods in secondary day schools will be delivered in accordance with the requirements of the Education Act.

PART B-2

1.0 - SCOPE

1.0

The provisions of Part B-2 shall constitute the entire Agreement of the parties in regard to Continuing Education Teachers.

2.0 - DEFINITION

Continuing Education Teacher as referred to in Part B-2 shall mean a Teacher as defined in the Education Act and Regulations employed to teach a continuing education course or class established in accordance with the Regulations for which a valid certificate of qualification or a Letter of Standing as a Teacher is required by the Regulations.

3.0 - QUALIFICATIONS

Teachers covered by Part B-2 of this Collective Agreement teaching Continuing Education credit courses or holding the position of Supervisor and Assistant Supervisor (credit courses) shall be certified Teachers.

4.0 - GENERAL PROVISIONS

4.1

The terms and conditions set out in Part B-1 of this Collective Agreement shall not be applicable to Continuing Education Teachers save and except those articles specifically referred to below or as specifically set out in Part B-2.

Article 01	Purpose
Article 02	Scope and Recognition
Article 03	Duration
Article 05	Management Rights
Article 20	Strike/Lockout
Article 21	Strike by Other Board Employees
Article 22	Redress Procedure
Article 24	Performance Reports
Article 26	Access to Information
Article 27	Health and Safety
Article 30	Union Dues
Article 31	Union Rights

4.2

The Board shall give the Union a copy of the list of Teachers currently teaching Continuing Education credit courses, as at October 15, March 15 and the third (3rd) day of summer school. These lists shall provide the following information for each Continuing Education Teacher: name, work location, courses currently teaching, address, and telephone number.

4.3

The Board agrees to provide new employees with the name of the Union President, and the address and telephone number of the District 20 office, and to direct new employees to contact the District 20 office for information on how to access the Collective Agreement.

The Board and the Union shall share equally the cost of the printing of sufficient copies of the Collective Agreement.

The Board agrees to share an electronic copy of the Collective Agreement to all Teachers.

5.0 - COMPENSATION

5.1

The hourly rate of pay set out below is paid only on classroom Teacher hours. However, the payment to the Teacher based on such hours is payment also for the performance by the Teacher of duties related to teaching functions such as marking, evaluation, completing reports, student interviews, preparation and all such other activities necessarily related to the effective teaching of continuing education pupils.

TEACHER

	<u>Sept. 1 2019</u>	<u>Sept. 1 2020</u>	<u>Sept 1, 2020</u>
Hourly Rates of Pay	\$ 51.75	\$ 52.27	\$ 52.79

SUPERVISOR-CREDIT COURSES

For those hired on new contracts:

Supervisor (Credit Courses)	September 1, 2019	\$6,004
	September 1, 2020	\$6,064
	September 1, 2021	\$6,125

5.2

All the above rates include vacation pay under the Employment Standards Act.

5.3

The salary and allowances agreed upon or understood between the Board and a Teacher shall be, except for error, or omission, the salary and allowances provided for in Part B-2 and any other payments or arrangements shall be deemed to be contrary to this Agreement.

5.4

If a new position is created, the provisions provided for in the clauses 04.01.00 to 04.01.05 of the Collective Agreement shall apply.

6.0 - SICK LEAVE

6.1 - Administration

Subject to the authority of the Board, the Administration of the plan shall be vested in the Secretary of the Board. The Board shall keep a record of the credits and deductions for each Teacher.

6.2

The sick-leave plan shall be in accordance with the terms and conditions of Article C9.00-Sick Leave in Part A of this Agreement, and specifically in accordance with Article C9.1.f).

7.0 - LEAVES OF ABSENCE

7.1

Continuing Education Teachers above shall be entitled to the following leave provisions:

a) Bereavement Leave

A Continuing Education Teacher shall be entitled to a leave of absence with pay on a maximum of one (1) day in each contract term for bereavement leave.

b) Parenting Leave

Pregnancy/Adoptive without pay for Continuing Education Teachers shall be in accordance with the terms of the Employment Standards Act.

c) Compassionate Leave

A leave of this nature will usually cover extraordinary circumstances that are beyond the individual Teacher's control, which merit individual attention, such as extended bereavement and is subject to the approval of the Executive Officer of Human Resources.

d) Religious Holy Days

A Continuing Education Teacher may be granted up to a maximum of three (3) days per school year with pay for officially recognized religious holy days.

A maximum of six (6) additional days without pay may be granted for officially recognized religious holy days.

7.3 – Professional Development

A Continuing Education Teacher may attend without pay, scheduled Professional Development Days arranged by the Board. Requests should be made in writing to the Principal of Gary Allan High School.

7.4 – In-Service

A Continuing Education Teacher shall, upon request, have access to the Board's in-service programs on a voluntary basis without pay.

8.0 - POSTINGS

8.1

All vacant teaching positions and Positions of Responsibility in Continuing Education within the District shall be posted electronically in the Halton District School Board for three (3) working days.

9.0 - EMPLOYMENT TERM

It is agreed that the employment of the Continuing Education Teacher is conclusively deemed to have been terminated by mutual agreement of the Board and the Teacher upon the completion of the course or program which the Teacher was employed to teach or on the date of the cancellation of the program which the Teacher was employed to teach.

Letter of Agreement
between
The Halton District School Board
(hereinafter referred to as the “Board”)
and
The Ontario Secondary School Teachers’ Union representing the
Secondary Teachers, District 20 - Halton
composed of Teachers employed by the Board
(hereinafter referred to as the “Union”)

Board-Wide Positions of Responsibility

1. The parties agree that OSSTF Teachers who are currently incumbents in Instructional Program Leader roles shall continue to be OSSTF Teachers for the time they continue to hold the position.
2. New Instructional Program Leader positions and/or similar positions of responsibility, shall be designated by panel when they are posted/advertised.
3. In the event that a position is determined to be cross-panel, the Board agrees to post the position to both panels and to advise the union prior to the release of the posting

Dated at Burlington, Ontario, the 23rd day of June 2020.

For the Halton District School Board

For the TBU, District 20, OSSTF

Deb DeBoer		Cindy Gage
Jacquie Newton		Jim Young
Tara Connor		Stephanie Briggs
Mark Duley		Kelly McCarthy
Andrew Davidson		Ramiel Nassara
Rachael Boag		Steven Spisak
Alexandra Mackie		Rod Whate

Letter of Agreement
between
The Halton District School Board
(hereinafter referred to as the “Board”)
and
The Ontario Secondary School Teachers’ Union representing the
Secondary Teachers, District 20 - Halton
composed of Teachers employed by the Board
(hereinafter referred to as the “Union”)

Acton, Aldershot and Burlington Central High Schools

It is the intention of the parties that Secondary Teachers will not be required to teach students in the elementary panel at Acton, Aldershot and Burlington Central High Schools.

Dated at Burlington, Ontario, the 23rd day of June 2020.

For the Halton District School Board

For the TBU, District 20, OSSTF

Deb DeBoer		Cindy Gage
Jacquie Newton		Jim Young
Tara Connor		Stephanie Briggs
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Letter of Agreement
Between
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Gary Allan High School- Day School

1. Without Prejudice or Precedent

It is understood by the Union and the Board that protocols developed specifically for Gary Allan High School (GAHS), an adult and alternative high school, are not transferable or applicable to any other secondary school in the Halton District School Board without the written agreement of the Board and the Union.

2. Headships

- a. Headships are to be based on curriculum areas as outlined in article 06.07.00 and 10.07.00 of the collective agreement. All Headships at GAHS will be advertised with curriculum responsibilities and with additional school wide responsibilities in the format and under the conditions as per the Joint Staffing Advisory Committee as agreed on March 3, 2010. In addition:
 - i. The following descriptors may be used for GAHS headships: Alternative Education Programs, Adult Education and Curriculum.
 - ii. The Heads at the various sites will all be hired with different subject- area specialties, as per Article 10.07.00.b of the Collective Agreement. Heads will provide curriculum support in their respective subject areas to teachers at their home sites and to Teachers at other sites in GAHS.
- b. In addition, school-wide responsibilities may be assigned to Heads, such as Literacy, Numeracy, Staff Development, and Community Liaison. This is not an exclusive list.

It is understood the major sites (Burlington, Oakville, Halton Hills and Milton) will have the role of Lead Teacher attached to one of the Headships assigned to the site with the following criteria:

 - i. The Lead Teacher role will be advertised as part of the headship having this responsibility, e.g. Head of Adult Education and Lead Teacher.
 - ii. The Lead Teacher is delegated responsibility for the daily operation and programs at the site in the absence of the Principal.
 - iii. Heads acting as a Lead Teacher are not to evaluate or discipline other Teachers. Lead Teachers provide input to the Principal on timetables and/or teacher assignments.
 - iv. Lead Teachers may mentor staff where there is mutual agreement.

- v. It is understood that while the Lead Teacher defined under ii) is delegated responsibility for the daily operation of the site, the Head of the Alternative program has responsibility for the school wide program that may operate at any given site including staff development, curriculum and instruction.
- vi. If the role of Lead Teacher is assigned to, or taken away from, a Headship, this will be deemed a significant change and will be covered under 10.07.03 of the collective agreement.

3. Transfers

- i. The Principal of GAHS will assign Teachers during the staffing process to assignments within GAHS to programs/sites/subjects by order of seniority and qualifications in accordance with the student demand for the subjects/programs.
- ii. All Teachers who may be asked to change program or location will be given their tentative assignments within GAHS prior to the April 1st surplus declaration date. A Teacher may choose to accept or decline the assignment.
- iii. Where a Teacher declines the assignment offered above, the Teacher will be declared surplus to GAHS in accordance with Article 19.01.08. The Teacher will have the automatic right of first refusal for other positions at the school in accordance with 19.02.05 a) and b) for which the teacher is qualified.
- iv. The Board agrees to advise new hires to GAHS in writing that the program/site needs may require them to be assigned to an alternate site/program if necessary due to changes in enrolment/program demand and the Board will also advise new members in writing on the options outlined in 3. ii,iii above
- v. Notwithstanding the above, the Board and the Union agree that staffing changes due to retirements, resignations, transfers, program changes etc, that occur subsequent to April 1st may result in changes to a Teacher's assignment to meet the needs of the students and GAHS.
- vi. Where there are program and or site placement changes and the teacher is not in agreement, the Principal will endeavour to find an alternate placement if a suitable vacancy exists in the opinion of the Principal.

4. Lunch Period

- i. The teacher's lunch period will be outlined on each site schedule.

5. Mileage

Where a Teacher may be required to teach at different sites, the teacher will be given consideration in their timetable for travel and the teacher will be eligible for mileage in accordance with the Board mileage policy. Geography will be considered in making such assignments.

Dated at Burlington, Ontario, the 23rd day of June 2020.

For the Halton District School Board

For the TBU, District 20, OSSTF

Deb DeBoer		Cindy Gage
Jacquie Newton		Jim Young
Tara Connor		Stephanie Briggs
Mark Duley		Kelly McCarthy
Andrew Davidson		Ramiel Nassara
Rachael Boag		Steven Spisak
Alexandra Mackie		Rod Whate

Letter of Agreement
Between
The Halton District School Board
(hereinafter referred to as the “Board”)
And
The Ontario Secondary School Teachers’ Federation representing the
Secondary Teachers, District 20, Halton
Composed of Teachers employed by the Board
(hereinafter referred to as the “Union”)

Gary Allan High School Working Conditions

The undersigned representatives of both the Board and the Union agree to the following:

That Gary Allan High School Teachers shall be entitled to a timetabled lunch period and unassigned time in accordance to Article 18.04.00 and 18.12.00 of the collective agreement.

.

Dated at Burlington, Ontario, the 23rd day of June 2020.

For the Halton District School Board

For the TBU, District 20, OSSTF

Deb DeBoer		Cindy Gage
Jacquie Newton		Jim Young
Tara Connor		Stephanie Briggs
Mark Duley		Kelly McCarthy
Andrew Davidson		Ramiel Nassara
Rachael Boag		Steven Spisak
Alexandra Mackie		Rod Whate

Letter of Agreement
Between
The Halton District School Board
(hereinafter referred to as the “Board”)
and
The Ontario Secondary School Teachers’ Federation representing the
Secondary Teachers, District 20 - Halton
(hereinafter referred to as the “Union”)

RE: Staffing Committee

The Parties agree to form a committee consisting of an equal number of members from each of the Board and the Union to meet annually to discuss the Secondary Staffing Process and Critical Path timelines.

Dated at Burlington this 23rd day of September 2020.

FOR THE HALTON DISTRICT SCHOOL BOARD		FOR THE OSSTF TEACHERS’ UNION
Deb DeBoer		Cindy Gage
Jacquie Newton		Jim Young
Tara Connor		Stephanie Briggs
Mark Duley		Kelly McCarthy
Andrew Davidson		Ramiel Nassara
Rachael Boag		Steven Spisak
Alexandra Mackie		Rod Whate

Letter of Agreement
between
The Halton District School Board
(hereinafter referred to as the “Board”)
and
The Ontario Secondary School Teachers’ Federation representing the
Secondary Teachers, District 20 – Halton
(hereinafter referred to as the “Union”)

RE: Voluntary Transfer Process

For the purpose of Article 07.02.00, applications for Volunteer Transfers will be considered during the staffing process and in Halton rank order, concurrent with the placement of Surplus and Excess to Region Teachers and dependent on mutual agreement of the Principal and the Teacher.

Dated at Burlington, Ontario, the 23rd day of June 2020.

For the Halton District School Board

For the TBU, District 20, OSSTF

Deb DeBoer		Cindy Gage
Jacquie Newton		Jim Young
Tara Connor		Stephanie Briggs
Mark Duley		Kelly McCarthy
Andrew Davidson		Ramiel Nassara
Rachael Boag		Steven Spisak
Alexandra Mackie		Rod Whate

Letter of Agreement
Between
The Halton District School Board
(hereinafter referred to as the “Board”)
and
The Ontario Secondary School Teachers’ Federation representing the
Secondary Teachers, District 20 - Halton
(hereinafter referred to as the “Union”)

Syl Apps / Education and Community Partnership Programs (ECP)

Notwithstanding Article 18.02.01 of the Collective Agreement between the Board and the Union, the parties agree to the following:

- 1) Only Permanent and Probationary Teachers will be eligible to apply to vacancies at Syl Apps or Sections 23 programs.
- 2) Teachers will initially post in for a one year term only and will continue as scheduled on the 5 year cycle for Performance Appraisal.
- 3) The Principal will meet with the Teacher four (4) times throughout the school year to provide support to the Teacher and to assess their progress and fit to the program/school.
- 4) Should either the Principal or the Teacher determine that the Teacher’s placement should not continue, the Teacher will return to their previous school location and be subject to the staffing process as defined in Article 19.
- 5) Should the Principal and the Teacher mutually agree that the Teacher’s placement has been successful and should continue, the Teacher would be transferred to Syl Apps or the section 23 program permanently and subject to the staffing process/surplus defined in Article 19.
- 6) Syl Apps/Section 23 program Teachers will follow the regular posting process to post out. If a Teacher is unsuccessful at posting out, they may, at their request, be placed on the regional redundancy list in the spring staffing process for the following September.
- 7) No Teacher will be placed at Syl Apps or into a section 23 program through the surplus, redundancy or LTO placement process.

Dated at Burlington, Ontario, the 23rd day of June 2020.

For the Halton District School Board

For the TBU, District 20, OSSTF

Deb DeBoer		Cindy Gage
Jacquie Newton		Jim Young
Tara Connor		Stephanie Briggs
Mark Duley		Kelly McCarthy
Andrew Davidson		Ramiel Nassara
Rachael Boag		Steven Spisak
Alexandra Mackie		Rod Whate

Letter of Agreement
Between
The Halton District School Board
(hereinafter referred to as the “Board”)
and
The Ontario Secondary School Teachers’ Federation representing the
Secondary Teachers, District 20 - Halton
(hereinafter referred to as the “Union”)

LEAP

Notwithstanding Article 18.02.01 of the Collective Agreement between the Board and the Union, the parties agree to amend the scheduling of L.E.A.P. program Teachers at Craig Kielburger Secondary School, Georgetown District High School, M.M.Robins High School, Nelson High School and White Oaks Secondary School. The parties agree to the following:

1. This Letter of Agreement applies only to Teachers in the LEAP programs at Craig Kielburger Secondary School, Georgetown District High School, M.M.Robinson High School, Nelson High School, and White Oaks Secondary School.
2. Teachers assigned to the instructional periods interrupted by the nutritional break will be assigned only by mutual consent.
3. Teachers assigned to the LEAP program shall be entitled to a timetabled lunch period in accordance with Article 18.04.00.
4. Teachers assigned to the LEAP program shall be entitled to unassigned time in accordance with Article 18.12.00 of the Collective Agreement. Such time may be split into two timetabled blocks within the regular working day.

Dated at Burlington, Ontario, the 23rd day of June 2020.

For the Halton District School Board

For the TBU, District 20, OSSTF

Deb DeBoer		Cindy Gage
Jacquie Newton		Jim Young
Tara Connor		Stephanie Briggs
Mark Duley		Kelly McCarthy
Andrew Davidson		Ramiel Nassara
Rachael Boag		Steven Spisak
Alexandra Mackie		Rod Whate

Letter of Agreement
Between
The Halton District School Board
(hereinafter referred to as the “Board”)

And
The Ontario Secondary School Teachers’ Federation representing the
Secondary Teachers, District 20 - Halton
(hereinafter referred to as the “Union”)

RE: **Communication Centre Assistants**

The Board agrees to meet with the Union to discuss concerns related to the workload and working conditions and to make recommendations.

The Parties agree to begin meeting no later than November 1, 2020 and make recommendations to the Executive Officer of Human Resources no later than March 31, 2021.

Signed and Dated at Burlington, Ontario this 23rd day of June , 2020.

For the Halton District School Board

For the TBU, District 20, OSSTF

Deb DeBoer		Cindy Gage
Jacquie Newton		Jim Young
Tara Connor		Stephanie Briggs
Mark Duley		Kelly McCarthy
Andrew Davidson		Ramiel Nassara
Rachael Boag		Steven Spisak
Alexandra Mackie		Rod Whate

Letter of Agreement
Between
The Halton District School Board
(hereinafter referred to as the “Board”)

And
The Ontario Secondary School Teachers’ Federation representing the
Secondary Teachers, District 20 - Halton
(hereinafter referred to as the “Union”)

RE: **Board Designated Exam Days**

Board designated exam periods, time during which a Teacher is not assigned an exam or exam supervision, as defined in 18.14.00, shall be available to the Teacher for the purposes of evaluating summative assignments, marking exams, and preparing final report cards. These duties may be performed in the school or, with approval, in an off-school location.

The parties agree to establish a joint committee to meet and discuss guidelines for Teachers to work in an off-school location during the Board Designated Exam Days.

The committee shall commence to meet no later than October 15, 2020 and will make joint recommendations no later than December 1, 2020.

Signed and dated at Burlington, Ontario, the 23rd day of June 2020.

For the Halton District School Board

For the TBU, District 20, OSSTF

Deb DeBoer		Cindy Gage
Jacquie Newton		Jim Young
Tara Connor		Stephanie Briggs
Mark Duley		Kelly McCarthy
Andrew Davidson		Ramiel Nassara
Rachael Boag		Steven Spisak
Alexandra Mackie		Rod Whate

Signed this 23rd day of June, 2020 at Burlington , Ontario

FOR THE BOARD:

Deb DeBoer
Manager of Human Resources

Jacqueline Newton
Superintendent of Education

Tara Connor
Principal

Mark Duley
Principal

Andrew Davidson
Labour Relations and Workplace
Investigations Specialist

Rachael Boag
Staffing and Recruiting Officer

Alexandra Mackie
Human Resources Analyst

FOR THE UNION:

Jim Young
Staff Officer, Chief Negotiator, OSSTF

Cindy Gage
President, OSSTF District 20

Stephanie Briggs
Member, Collective Bargaining Committee

Kelly McCarthy
Member, Collective Bargaining Committee

Ramiel Nassara
Member, Collective Bargaining Committee

Steven Spisak
Member, Collective Bargaining Committee

Rod Whate
Member, Collective Bargaining Committee

A COLLECTIVE AGREEMENT

BETWEEN

THE HAMILTON-WENTWORTH DISTRICT SCHOOL BOARD

AND

**THE ONTARIO SECONDARY SCHOOL TEACHERS'
FEDERATION, District 21 Teachers' and Occasional Teachers'
Bargaining Unit**

EMPLOYED BY THE BOARD

Effective

September 1, 2019 up to and including August 31, 2022

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OSSTF TEACHERS – PART A: CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.

- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee’s disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.

- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

Effective February 1, 2020, School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%

- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- b) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- c) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to

access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.

- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.

Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

- b) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- c) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement

language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.

- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one: <input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3											
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.											
First Day of Absence: _____		General Nature of Illness (<i>please do not include diagnosis</i>): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of hand(s): <table> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately:		Have you discussed return to work with your patient?		
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Recommendations for work hours and start date (if applicable):		Start Date: dd mm yyyy		
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours				
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

LETTER OF AGREEMENT #1

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to

accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);

- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the “Trust”), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) (“ITA”). School board benefit plans, herein referred to ‘benefit plans’ can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the “ELHT Requirements”). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the “Participation Date”.

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.

- 2.1.2 The appointed independent experts will:
- a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.

- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and

will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.

- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school

authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.

- ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.

- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:

- a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph l). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall

receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;

2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local

collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

OSSTF Teachers

Part B: Local Terms

PART B – LOCAL TABLE

L 1.00 – RECOGNITION

- L1.01 The Board recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the exclusive bargaining agent authorized to negotiate on behalf of its members, employed by The Hamilton-Wentworth District School Board and assigned as Teachers, to one or more worksites, or to perform duties in respect of such sites, including Occasional Teachers and Continuing Education Teachers.
- L1.02 The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- L1.03 The Board also recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L1.04 The Board further recognizes the right of the Bargaining Unit to represent a Teacher at any meeting where the Teacher is placed under review.
- L1.05 The sole terms and conditions of employment under this Agreement applicable to certified Teachers delivering credit courses in summer school, and evening school, Section 23 Summer Programs and Adult Day School, shall be as set out in Article L34.00 of this Agreement and Occasional Teachers as set out in Article L35.00 of this Agreement.
- L1.06 During the lifetime of this Agreement, the terms and conditions of this Agreement shall be applicable to all OSSTF District 21 full-time and part-time Teachers who are employed by the Board as probationary, permanent, occasional and Continuing Education Teachers. It does not apply to Continuing Education Instructors.
- L1.07 The Bargaining Unit shall notify the Employer in writing of the names of its representatives as follows: released officers, Labour Relations Members, and Bargaining Table members. Upon request, the Bargaining Unit shall provide a list of Branch Presidents and Collective Bargaining Committee members.
- L1.08 Each Teacher, either active or on leave, shall keep the Human Resource Services Division informed, in writing, of any changes to their address and telephone number.
- L1.09 The Board shall provide a list of all teaching staff, including FTE, in all work sites by October 15 for semester 1 and March 15 for semester 2 to the Bargaining Unit President.
- L1.10 The Board shall provide an updated list of contact names, positions, and phone extensions of Human Resource Services including the managers of each section to all members of the Bargaining Unit on the Tuesday after Labour Day. This list shall be updated on myHWDSB.

L2.00 – PURPOSE

- L2.01 The parties to this Agreement shall make every effort to maintain a harmonious relationship between the Board and each Teacher and shall co-operate to the fullest extent in an endeavour to provide the highest quality of educational services.
- L2.02 It is the purpose of this Agreement in conjunction with the items negotiated and agreed to at the central table to make herein provisions for salaries, allowances, benefits, and those conditions of employment as specified in this Agreement, and to provide for an orderly method of settling grievances, which may arise from time to time.
- L2.03 There shall be no discrimination by the parties against a Teacher because of race, ancestry, place of origin, colour, ethnic origin, creed, sex, age, sexual orientation, gender identity, record of offences, marital status, family status or disability in accordance with the Ontario Human Rights

Code or participation in union activities in accordance with the Ontario Labour Relations Act, and any other relevant legislation.

- L2.04 The Board and the Union agree that harassment and bullying in the workplace are unacceptable.
- L2.05 Both parties are committed to providing a working and learning environment free from discrimination and harassment where all individuals are treated with respect and dignity, as referenced in the Occupational Health & Safety Act, the Ontario Human Rights Code, and any other relevant legislation.

L3.00 - DURATION, RENEWAL AND CONTINUATION

- L3.01 The Collective Agreement shall be in effect from September 1, 2019 and shall continue in force up to and including August 31, 2022 and shall be in force from year to year thereafter. Notice to commence bargaining shall be given by a central party. Notice to bargain centrally constitutes notice to bargain locally.
- L3.02 If either party gives notice of its desire to negotiate amendments in accordance with Section L3.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- L3.03 No changes can be made to this Agreement without the mutual written consent of the parties, nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- L3.04 In the event that the Federal and/or Ontario Government should pass legislation during the life of this Agreement which would have the effect of altering or modifying any part of this Agreement, the parties shall meet and, in good faith, make every reasonable effort to sign a Memorandum of Agreement covering all amendments the parties deem appropriate. The remaining provisions of the contract shall continue in effect for the duration of the agreement.

L4.00 – MANAGEMENT RIGHTS

- L4.01 Save and except to the extent specifically modified or curtailed by any provision of this Agreement, the right to manage and conduct the business of the Board is vested exclusively with the Board and its administration.
- L4.02 The Board agrees that it will not exercise any of its rights in a manner inconsistent with the express provisions of this Agreement and the Statutes and Regulations governing employment and education in the province of Ontario.
- L4.03
 - a) The Board agrees that any proposed changes in the policies and procedures, and Human Resource Service programs of the Board, which might adversely affect a Teacher or Teachers, shall be communicated in writing to the Bargaining Unit President. After such communication, if the Federation wishes to enter into discussion on the subject, the Board shall receive Federation input, either written or oral, within ten (10) school days, and the Board shall provide a written response recognizing the Federation input, before reaching a final decision resulting in any change.
 - b) The Board shall communicate system wide initiatives relating to the strategic direction with the Bargaining Unit prior to implementation.

L5.00 - UNION DUES CHECK-OFF

- L5.01 On each pay date on which an employee is paid the Employer shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

- L5.02 The OSSTF dues deducted as per L5.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- L5.03 Dues specified by the Bargaining Unit in L5.01, if any, shall be deducted and remitted to the Treasurer of the Bargaining Unit at the OSSTF District 21 office no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- L5.04 In consideration of the Board's deducting the monthly contributions, the Bargaining Unit undertakes and agrees to indemnify and save harmless the Board from any and all claims, demands, actions, liability, loss, damages, costs, and expenses, which the Board may hereafter incur, suffer or be required to pay by means of having made, said deduction or deductions.

L6.00 - NO STRIKE OR LOCK-OUT

- L6.01 There shall be no strike or lock-out during the term of this Agreement. The terms strike and lock-out shall be defined in the *Ontario Labour Relations Act, Education Act and School Boards Collective Bargaining Act*.
- L6.02 When other Board employees are on strike, Teachers shall carry on their regular professional duties to the best of the Teacher's ability without assuming functions that are normally discharged by the Board employees on strike.

L7.00 – LEAVES

L7.01 Bereavement Leave

For absence occasioned by the death of a partner, child, parent, or sibling of the Teacher or the Teacher's partner, leave shall be granted without loss of salary or deduction from Sick Leave for a period not exceeding four (4) consecutive working days. If the day of service (funeral, burial, celebration of life) is not within the allotted consecutive days, then one of the allotted days may be applied at a future time on the day of service. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Superintendent of Human Resource Services or designate where extended travel is required.

- L7.02 For absence occasioned by the death of other relatives of the Teacher's or the Teacher's partner's immediate family, leave shall be granted without loss of salary or deduction from Sick Leave for a period not exceeding three (3) consecutive working days. If the day of service (funeral, burial, celebration of life) is not within the allotted consecutive days, then one of the allotted days may be applied at a future time, on the day of service. The absence on the day of death is not included in the calculation of the leave. One (1) additional day may be granted at the discretion of the Superintendent of Human Resource Services or designate where extended travel is required.

- L7.03 For absence occasioned by the death of a close friend, leave shall be granted without loss of salary or deduction from Sick Leave for a period not exceeding one (1) day for the purpose of attending a funeral or service.

NOTE: It is understood that the bereavement leave shall begin within seven (7) calendar days following the date of death or later if under extenuating circumstances.

Religious Holy Days

- L7.04 Leave shall be granted with pay and without deduction of sick leave for recognized religious holy days that occur on a regular workday as identified in the HWDSB Holy Day calendar. Requests for days not identified in the Board's Holy Day calendar will be considered. Such requests must be submitted in writing to the Human Resources Staffing Officer.

Compassionate Leave

L7.05 A Teacher shall be allowed a special leave(s) of absence for compassionate reasons, once they have informed Human Resource Staffing Officer, for a period not exceeding three (3) days in any one academic year. Such leave will be without loss of salary and will not be deducted from the Teacher's sick leave. They can be used for any of the following:

- a) Attending to a loved one who is dying or at risk of death.
- b) Caring for an ill dependent/ill immediate family member while alternate care arrangements can be made.
- c) Attending to matters that cannot be scheduled outside of working hours that:
 - would have grave financial or health related consequences on the Teacher or family members and/or,
 - the Teacher has no opportunity to influence the scheduling of an event.
- d) A sudden or serious illness in the Teacher's household.
- e) Any other circumstances deemed appropriate under compassionate grounds with prior approval required by the Superintendent of Human Resource Services or designate.

Personal Leave Days

L7.06 A Teacher shall be granted a leave of absence for personal reasons up to a maximum of two (2) days in any academic year. Except in an emergency, the Teacher will provide the Principal with written notice, seventy-two (72) hours in advance of the leave. With the exception of leaves for emergencies, in a school with less than fifty (50) Teachers, a maximum of one (1) Teacher per day per school will be given the leave and in a school with fifty (50) or more Teachers, a maximum of two (2) Teachers per day per school will be given the leave. These days shall be without loss of salary and will not be deducted from the Teacher's sick leave. They cannot be accumulated from one school year to the next.

General Leave of Absence

L7.07 a) The Board may grant a Teacher a short-term general leave of absence without pay or allowances. Such leaves will not be unreasonably withheld.

b) The Board shall grant a long-term general leave of absence, for periods of one semester or longer without pay or allowances, up to a maximum length of two (2) consecutive school years provided the employee has been teaching for this Board for a minimum of two (2) consecutive school years. Requests for a leave of absence, including the reason for requesting the leave, should be submitted, in writing, to the Human Resource Staffing Officer prior to March 31 in the year prior to the school year in which the leave will begin. Requests received after this date due to extenuating circumstances will be considered on an individual basis. Upon application the leave may be extended but in no case will the period of the leave exceed three (3) years.

c) Leave of Absence will not be granted to accept permanent employment.

L7.08 A Teacher returning from a leave of absence as of September 1st or at the beginning of Semester II shall be treated as a member of the staff of the school(s) to which the Teacher was assigned for staffing purposes. If the return date is other than on September 1st or at the beginning of Semester II, the Board shall endeavour to assign the returning Teacher to a suitable position as soon as practicable. A Teacher returning from a leave of absence shall not necessarily be reassigned to the Teacher's former position or to a comparable position immediately upon the Teacher's return, but the Board shall endeavour to do so as soon as practicable thereafter.

L7.09 A Teacher requesting an extension or a change to the original leave request will provide the Board with ten (10) weeks written notice prior to the expiry of the leave. The notice will be exclusive of the summer period, Winter or Spring Break.

Employment Standards Act Leave of Absence

- L7.10 Additional leaves of absences are available to Teachers through Employment Standards Act. Such leaves include, but are not limited to: Domestic Violence Leave, Organ Donor Leave, and Reservist Leave. Please access Employment Standards Act for additional leave information. <https://www.ontario.ca/document/your-guide-employment-standards-act-0>

Federation Leave of Absence

- L7.11 Upon written request, the Board shall grant a leave of absence for a period up to two (2) years to Bargaining Unit Officers who have been elected to perform Federation Duties. Additional future leaves of absence shall be granted to the Bargaining Unit Officers who continue to be elected after their initial term of office.
- L7.12 The leave shall be without loss of salary or benefits and the Bargaining Unit shall pay replacement cost to the Board for each full-time position granted to the equivalent of the salary at Category 3, Year 2 and if applicable any responsibility allowances. The Officers identified in L7.11 shall have access to any unused Sick Leave Days from their last year worked as a Teacher for HWDSB for the purpose of topping up salary as per Central Agreement – Short Term Leave and Disability Plan Top Up.
- L7.13 Notwithstanding L7.11 and L7.12, should an Occasional Teacher or a Continuing Education Teacher be released for full-time Federation leave duties, there shall be no access to unused sick leave days from the last year worked for the purpose of topping up sick leave use, unless such changes are made to Part A (Central) of the agreement.
- L7.14 Upon written request, the Board shall grant a leave of absence for a period of two (2) years to a member of the Bargaining Unit who is elected to the Provincial Executive of OSSTF. The leave shall be without loss of salary or employee benefits, provided that the Board is reimbursed for the full cost of the leave by the Provincial Affiliate. Additional future leaves of absence shall be granted to the District 21 Bargaining Unit members who continue to be elected to Provincial Executive of OSSTF.
- L7.15 Any Bargaining Unit member who is appointed to any position within the Provincial OSSTF/FEESO shall be granted a leave of absence while performing their duties at Provincial Office. While on said leave, the member shall be listed as a system responsibility. At any time where the member wishes to return to the Board, it shall occur at the beginning of a semester and the member shall give a minimum of two (2) months' notice exclusive of the holidays.
- L7.16 The Teacher on leave under L7.11 and L7.12 shall notify the Board by May 1st, in writing, of the Teacher's intention to return to teaching duties effective September 1st. The Teacher shall return to the Teacher's former position; however, should the position formerly held by the Teacher not be available the Teacher shall receive full grid salary and allowances, and shall be appointed to the first comparable position which becomes available.
- L7.17 In addition to L7.11 and L7.13, upon two (2) weeks written request, the Board shall grant a leave of absence for a total of one hundred twenty (120) days per school year to a member(s) of the Bargaining Unit who is/are required for Federation duties by the Provincial OSSTF or the District 21 Office. Under unusual circumstances, where two (2) weeks written notice cannot be provided, the release of the Teacher shall be by mutual agreement between the Superintendent of Human Resource Services and the Bargaining Unit President. The one hundred twenty (120) days per school year shall be exclusive of an annual release day of Federation Branch representatives for training and for the release of new permanent hires for the purpose of orientation. The Federation shall reimburse the Board at the occasional teaching daily rate of pay.
- L7.18 Members on Federation Leave who access any paid and/or statutory leave as provided for in the Collective Agreement and/or in legislation shall be replaced by a member identified by the Bargaining Unit. Such replacement costs shall be in accordance with Article L7.12.

- L7.19 The Bargaining Unit shall notify the Employer of the names of members to receive such Federation Leave.

Teacher Funded Leave Plan

- L7.20 An employee must have two (2) or more consecutive years of active employment with HWDSB to participate in the plan. Written applications must be received by the Manager, Staffing and Operations or designate, on or before January 31st for the next school year.
- L7.21 The application shall indicate the school year in which the leave shall be taken and:
- (a) that no regular teaching salary be held back, or
 - (b) the percentage of regular teaching salary to be held back for each year of teaching in the years prior to taking the leave.
- L7.22 Leave may be granted for a period of one year, one semester, or such other period as the Human Resource Services Officer or Designate may approve to a maximum of the equivalent of one year in a five-year period or such other period as approved by the Board.
- L7.23 Late applications may be considered at the discretion of the Human Resource Services Officer or designate.
- L7.24 A written decision on the Teacher's request, with explanation, will be forwarded to the Teacher by April 1st in the school year the request is made. The permission of the Board shall not be unreasonably withheld.
- L7.25 Any salary held back by the Board shall be placed in irrevocable trust in a chartered banking institution in the Teacher's name. The interest earned on said funds will be paid in accordance with legislation.
- L7.26 The method of repayment of salary hold back during the period of the leave shall be mutually agreed on by the Board and the Teacher, in accordance with the Income Tax Act.
- L7.27 Teacher Pension Plan deductions are to be continued as provided by the Teachers' Pension Act. The amount to be deducted is based on the percentage rate as stipulated in the Act, of the salary paid to the Teacher during the leave of absence. Upon returning to full duties, the Teacher is to have the option of contributing the difference between the amount of T.P.P. deducted and the amount that would have been deducted had the Teacher remained on staff and drawn full salary.
- L7.28 While the Teacher is on leave, sick leave provisions will be governed by Part A of the Collective Agreement.
- L7.29 A Teacher returning from leave will be assigned to the same position (including Position of Added Responsibility) in the same work site, provided the work site still exists, and subject to Article 19. The Teacher shall then be subject to the conditions within the school, in accordance with staffing articles.
- L7.30 The approved period of the leave shall count for seniority purposes with the Board.
- L7.31 Upon return to duty the Teacher will be placed on the salary grid and be entitled to any benefit enhancement as if the Teacher had not had a leave of absence. It is understood that there will be no retroactive adjustment for the period of the leave.
- L7.32 A Teacher may alter, in accordance with the Income Tax Act, the salary hold-back, which was approved in the original application for Teacher funded leave.
- L7.33 If the Teacher ceases to be employed by the Board, withdraws from the agreement or dies prior to taking the leave of absence, the Board shall pay to the Teacher or the Teacher's estate, the full amount of salary together with interest, as soon as possible.

- L7.34 A Teacher must confirm the leave request prior to April 1 of the year in which the leave is to occur. Failure to notify the Board will commit the Teacher to the provisions of this Leave Plan.

Voluntary Timetable Reduction

- L7.35 The Superintendent of Human Resource Services or designate will consider a request from a Teacher to teach a reduced timetable, including specific periods, for the next school year/semester. Teachers who request a voluntary timetable reduction must teach a minimum of one (1) line per semester. In extraordinary circumstances, late requests will be considered. Such requests shall not be unreasonably withheld. The Superintendent of Human Resource Services or designate may deny a request if it is due to program needs. A Teacher may rescind their voluntary timetable request, in writing to the Superintendent of Human Resource Services Division, if the specific periods the Teacher has requested cannot be accommodated within the school's timetable.
- L7.36 The salary for a Teacher voluntarily teaching part-time shall be pro-rated in the same proportion that the Teacher's partial timetable bears to a full timetable.
- L7.37 Sick Leave provisions for a Teacher voluntarily teaching part-time, shall be governed by Part A of the Collective Agreement.
- L7.38 All written requests, on a Board form, from Teachers requesting reduced timetables must be submitted to the Board no later than April 1 for the following school year and November 1st for second semester.
- L7.39 A Teacher participating in a voluntary timetable reduction shall receive full seniority.
- L7.40 On return to the Teacher's contractual entitlement, a Teacher will be assigned to the same school at which the Teacher taught prior to entering a reduced timetable. The Teacher shall then be subject to the conditions within the school, in accordance with Teacher surplus and redundancy Articles.

Leave for Elected/Appointed Offices

- L7.41 The Board agrees to grant a leave of absence to any Teacher elected or appointed to Municipal, Provincial or Federal Office for a period of up to nine (9) years. The leave shall be granted on the following conditions:
- (i) The leave of absence is without pay.
 - (ii) The Retirement Gratuity, if applicable, will still be provided to the Teacher upon providing notice of retirement.
 - (iv) The leave will count toward seniority with the Board and shall be subject only to the right of reinstatement at the termination of the leave.
 - (v) The period of the leave shall not count towards an increment in salary where the person on leave is at a salary position less than maximum.
 - vi) The Teacher shall be listed as a system responsibility at the time of the leave.

Leave for Court and Quarantine

- L7.42 The following items are not chargeable to the sick leave and shall be without loss of salary:
- (a) Quarantine – Any Teacher who because of exposure of communicable disease is quarantined or otherwise prevented by the Medical Health Authorities from being present for duty.
 - (b) Witness – Any Teacher who is a witness in any court proceedings to which the Teacher is not a party or one of the persons being charged, provided the Board is furnished with the witness fee.
 - (c) Jury Duty – Any Teacher who is required to serve on a jury.

Leave for College of Teachers

L7.43 Any Teacher who is required to attend any Ontario College of Teachers proceeding as a witness for the Board shall be granted leave without loss of salary.

Leave for Acting Vice Principal Role

L7.44 The following items shall apply when a Teacher accepts an Acting Vice Principal position in the HWDSB:

- (i) The Teacher shall be listed as a system responsibility and the Bargaining Unit shall receive a 1.0 full-time equivalency for the current school year only.
- (ii) The Teacher shall relinquish their rights to a Position of Added Responsibility and to return to their school.
- (iii) Should the Acting Vice Principal return to the Bargaining Unit during the school year, the Bargaining Unit shall continue to hold the 1.0 FTE for the entire year.
- (iv) The Acting Vice Principal shall not perform Teacher Performance Appraisals, including TPA or NTIP, or any investigatory meetings that may lead to discipline for any Bargaining Unit teachers.
- (v) While the Acting Vice Principal is on leave from the Bargaining Unit, it is understood that the Bargaining Unit shall not be responsible for representing the member while on this leave, unless the matter occurred during the Teachers employment as an active OSSTF member.
- (vi) No Teacher shall remain as an Acting Vice Principal beyond two (2) years.
- (vii) A member of the Bargaining Unit who accepts an Acting Vice-Principal position will be considered on a general leave of absence under Article 7.07 of the Collective Agreement.

Leave Report

L7.45 The Board shall meet with the local and provide a list of Teachers who were on Long Term Disability, sick leave, secondments, statutory leaves, Federation leave, Teacher-funded leaves, and long term general leaves to the Bargaining Unit President by February 15th for semester 1 and July 15th for semester 2.

L8.00 - PREGNANCY LEAVE, PARENTAL LEAVE AND PATERNITY LEAVE**Pregnancy Leave**

L8.01 Upon application in writing, a Teacher who is pregnant and who is employed by the Board immediately preceding the estimated day of delivery, shall be entitled to a leave of absence without pay of at least seventeen (17) weeks.

L8.02 The Board shall not terminate the employment of or lay-off a Teacher who has been granted a statutory pregnancy leave under this article in accordance with the Employment Standards Act. However, where a Teacher may be impacted by staffing decisions, article L19.00 SURPLUS AND REDUNDANT TEACHERS will apply.

L8.03 A Teacher may begin a pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

L8.04 The Teacher shall give the Board not less than two (2) weeks written notice of the day upon which the leave of absence is to commence. The Board shall be furnished with the certificate of a legally qualified medical practitioner stating the expected birth date.

- L8.05 (a) A Teacher who suffers a pregnancy-related illness prior to the period of statutory leave and who furnishes the Board with a certificate from a legally-qualified medical practitioner shall qualify for sick leave during the illness. The Teacher will not be required to use pregnancy leave unless the Teacher so elects.
- (b) In the case of a Teacher who elects to stop working because of complications caused by pregnancy or stops working because of birth, still-birth or miscarriage that happens earlier than the employee expected to give birth, subsections L8.03 and L8.04 will not apply. The procedure will be as indicated in L8.06, which follows.

- L8.06 Within two (2) weeks of stopping work an employee described in L8.05 (b) above must give the Board:
- (a) written notice of the date the pregnancy leave began or is to begin, and
 - (b) a certificate from a legally-qualified medical practitioner stating that:
 - (i) in the case of an employee who elects to stop working because of complications caused by the pregnancy, states the employee is unable to perform the employee's duties because of complications caused by the pregnancy and states the expected birth date, or
 - (ii) in any other case, states the date of birth, still-birth or miscarriage and the date the employee was expected to give birth.
- L8.07 The Pregnancy Leave ends:
- (a) The later of twelve (12) weeks after birth, stillbirth or miscarriage; seventeen (17) weeks after the leave began, or
 - (b) at an earlier date if the employee gives the Board at least four (4) weeks written notice of the date.
- L8.08 A Teacher who intends to resume employment on the expiration of the statutory leave of absence under these regulations shall so advise the Board and, on return to work, the Board shall reinstate the Teacher to the position the Teacher most recently held with the Board if it still exists, or to a comparable position, if it does not. Seniority shall continue to accrue during a pregnancy leave. Reinstatement from pregnancy leave under this sub-section shall be without loss of seniority, grid step, sick leave or benefits.

Pregnancy Leave Benefits

- L8.09 (a)
- (i) The Employer shall provide for permanent and long-term occasional Teachers and Teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The Teacher who is eligible for such leave shall receive salary for a period immediately following the birth of their child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Teacher receives from E.I. and her regular gross pay.
 - (ii) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
 - (iii) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in (i) above, with the length of the SEB benefit limited by the term of the assignment.
 - (iv) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
 - (v) The Teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
 - (vi) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
 - (vii) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
 - (viii) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
 - (ix) If an employee begins pregnancy leaves while on an approved leave from the employer, the above maternity benefits provisions apply.
 - (x) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.

- (xi) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases, the pregnancy benefits shall commence on the first day after the unpaid period.
- (b) A SEB plan to top their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible Teachers. The Teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of their child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the Teacher receives from E.I. and their regular gross pay.

Statutory Parental Leave

L8.10 For the purpose of Parental Leave, parents shall be defined as one of the following:

- (a) natural parent, or
- (b) adoptive parent, or
- (c) any person in a relationship of some permanence with the parent of the child.

L8.11 Upon application in writing, an employee of the Board who is a parent of a child is entitled to a leave of absence without pay following:

- (a) the birth of the child, or
- (b) the coming of the child into custody, care and control of a parent for the first time.

L8.12 The Board shall not terminate the employment or lay-off a Teacher who has been granted a statutory parental leave under this article in accordance with the statutory obligations. However, where staff may be impacted by staffing decisions, article 19.00 SURPLUS AND REDUNDANT TEACHERS will be applicable.

L8.13 The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time.

L8.14 For persons not covered in L8.14, Parental Leave shall be as per the Employment Standards Act (ESA).

L8.15 The Teacher shall endeavour to give the Board at least two (2) weeks written notice of the date the leave is to begin.

L8.16 If a Teacher wishes to change the date when a Parental Leave is scheduled to begin, the Teacher shall endeavour to give written notice:

- (a) two (2) weeks before the starting date if the leave is to begin sooner than indicated, or
- (b) two (2) weeks before the leave was to start if the leave is to begin later than indicated.

L8.17 If a child comes into the custody, care and control of a parent earlier than expected, the leave begins immediately and the parent must notify the Board within two (2) weeks of the date.

L8.18 The parental leave ends sixty-one (61) weeks if the employee has also taken a pregnancy leave, or after sixty-three (63) weeks if they did not take a pregnancy leave; or such shorter period as the Teacher may request.

L8.19 A Teacher who intends to resume employment on the expiration of a statutory parental leave of absence under these regulations shall so advise the Board and on return to work the Board shall reinstate the Teacher to the position the Teacher most recently held with the Board, if it still exists, or to a comparable position, if it does not. Reinstatement from parental leave under this sub-section shall be without loss of seniority, sick leave or benefits. Seniority continues to accrue during the parental leave.

- L8.20 On making application to the Board, Pregnancy and Parental Leaves shall be entitled to an extension of up to two years under the General Leave Plan. The date of return of the Teacher shall be agreed upon between the Teacher and the Board.

Paternal Leave

- L8.21 For absence occasioned by the birth or adoption of a child, the Board shall grant, upon written request, a leave of absence for a period not exceeding two (2) days. This leave shall be granted on the following days: the day of birth, the day of hospital release or when the child comes into the care and custody of the parents. This leave shall not be deducted from the Teacher's sick leave.

L9.00 – TEACHERS RETURNING FROM LEAVES

- L9.01 (a) A Teacher returning from a leave of absence or term appointment within three (3) years of the original leave, shall be treated as a member of the staff of the school to which the Teacher was last assigned. A Position of Added Responsibility shall be relinquished for a Teacher who is on general leave from their duties for longer than three (3) years, unless the leave is for documented medical reasons.
- (b) A Teacher who has been on a leave of absence for greater than three (3) years and who returns from a leave of absence shall become a system responsibility and available for placement.

L10.00 – SICK LEAVE AND RETIREMENT GRATUITIES

Sick Leave

- L10.01 The Board shall maintain a sick leave plan as per Part A of this Collective Agreement.
- L10.02 (a) To qualify for sick leave, a Teacher who is absent from the Teacher's duties for a period exceeding five (5) consecutive working days must produce a certificate of illness from a qualified physician or licentiate of dental surgery.
- (b) Notwithstanding L10.02 (a), the language from the Central Table Agreement Article C9.1 shall apply.
- L10.03 Any Teacher required to attend a meeting with Human Resource Services to discuss attendance, shall be accompanied by a representative of the Bargaining Unit at any meeting, which may lead to discipline, that may be called by Management to which the Teacher is invited. The representative of the Bargaining Unit may represent the Teacher subject to the Teacher's approval.
- L10.04 No salary payments will be made to a Teacher for absence due to a personal illness or injury beyond the number of days standing in the Teacher's sick leave.

Accommodating Employees

- L10.05 The Board and the Union are committed to a consistent and equitable approach to meeting the needs of employees who require accommodation, by treating such employees with dignity and respect and restoring them to meaningful available or suitable work. As per the Ontario Human Rights Code, the Board, the Union and the employee recognize their obligation to cooperate and participate in the process. As such, the Board and the Federation shall establish a standard process to develop individual accommodation plans. The parties agree to abide by their obligation under any applicable legislation including, but not limited to the OHRC, MFIPPA, AODA, and the Board's Accommodation of staff policy/procedure.
- L10.06 The Employer and the Union, in recognition of their roles and legal obligations, agree to cooperatively develop work plans for each member requiring an accommodation. Such cooperative efforts shall involve an Employer representative, a Union representative and the member requiring work accommodation. Where a member refuses representation from their Union, the Board will advise the Union that the member has declined Union representation.

Independent Medical Examination

L10.07 Prior to an Independent Medical Examination (IME) being performed, consultation with the Bargaining Unit shall occur. Upon confirmation that the Teacher has reviewed the IME with their medical practitioner, the Board will provide a copy of the IME to the Teacher, upon request.

Storage of Medical Files

L10.08 The Board shall ensure that all medical information regarding a Teacher is stored in a secure location and is managed in a completely confidential manner.

a) Access to such records and content of medical information collected by the Board shall be strictly limited to the Superintendent of Human Resource Services, Employee Support and Wellness Department or designate as required who have signed confidentiality agreements and are required to access medical information to perform the duties of their job. Such personnel shall not be OSSTF T/OT Bargaining Unit members.

b) A Teacher shall have access to examine the Teacher's medical file upon prior arrangement with the Human Resource Services Division. No information from a Teacher's medical record shall be given to any person or party unless the Board is required to do so by law, at which time the Teacher would be informed in writing of the sharing of this information, unless restricted by law. In all other circumstances, the Teacher's medical record shall not be shared unless the Teacher has provided written consent.

- i) A Teacher may request copies of any and all information contained in their medical record.
- ii) An employee may request access to view medical information contained on file by contacting the Manager, Employee Support and Wellness. Photocopies of specific information shall be provided to the employee upon written request as per section 54 (2) of the Personal Health Information Protection Act.

Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

L10.09 Any Teacher who is on sick leave and is entitled to receive payments under the Workers' Safety Insurance Board shall receive the difference between such payment and regular salary from the Board.

L10.10 The top-up amount shall be paid as per the Central Agreement to a maximum of 4 years and 6 months. All required deductions and remittances will continue to be deducted on the Teacher's behalf.

Retirement Gratuity

L10.11 Preamble - Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:

L10.12 During the lifetime of the Collective Agreement retirement gratuities will be as per Part A Central Table – Retirement Gratuities Appendix A.

L10.13 A Teacher retiring from the teaching profession must be eligible for a pension under the terms of the Teachers' Pension Plan Act in order to receive a gratuity.

Payment of the Retirement Gratuity

L10.14 On the termination of employment for the purpose of retirement, a Teacher who meets the above referenced eligibility for retirement gratuity under the Retirement Gratuities Appendix A in part A of the Central Agreement is entitled to the frozen amount identified as of August 31, 2012.

- L10.15 a) The Retirement Gratuity shall be paid out in one lump sum once the Board has received satisfactory proof that the Teacher has retired on pension. The payment of the Retirement Gratuity will be paid as soon as possible, but in no event, later than sixty (60) days of the Board receiving such satisfactory proof.
- b) Notwithstanding the one lump sum payment as set out above, the Board shall divide the payment over two (2) calendar years in two (2) equal amounts, when a Teacher makes a request in writing. The first payment will be within sixty (60) calendar days of the Board receiving such satisfactory proof and the second payment will be within sixty (60) days of the new calendar year.
- L10.16 If a Teacher dies while in the service of the Board, payment of a gratuity computed on the same basis as the Retirement Gratuity on Retirement shall be paid to the estate of the Teacher. Such payment will be conditional upon the qualifying rules for the frozen gratuity.

L11.00 – CATEGORY DEFINITIONS

- L11.01 A Teacher shall have the Teacher's qualifications for category placement determined under the current QECO chart and shall be paid accordingly.
- L11.02 A Teacher teaching with a Letter of Standing or a Letter of Permission will be placed in a category on the salary grid according to the Teacher's QECO Letter of Evaluation.
- L11.03 No qualifications shall receive duplicate recognition in the determination of a Teacher's salary.
- L11.04 (a) A Teacher who submits a QECO Rating Statement shall have the Teacher's category placement recognized for salary purposes as of September 1, provided that:
- (i) the qualifications were completed before August 31 of that year, and
 - (ii) the new Rating Statement and proof of the completion of the additional qualifications are registered with the Board within four (4) weeks of the date on the new QECO Rating Statement, and
 - (iii) the Rating Statement is registered with the Board before December 31 of that year.
- b) A Teacher who submits a QECO Rating Statement shall have the Teacher's category placement recognized for salary purposes on the first pay following the completion of the qualifications provided:
- (i) The QECO Rating Statement and proof of the completion of the additional qualifications are registered with the Board within four (4) weeks of the date of the QECO Rating Statement, and
 - (ii) the Rating Statement is submitted within four (4) months of the completion of the qualifications.
- c) In the event QECO rules change, a Teacher who has applied for a new rating statement must notify the Board, in writing, within four (4) weeks of their application to QECO in order to be considered for retroactive salary payment. The Teacher's category placement will be recognized for salary purposes as of the date of the QECO rating change provided the rating statement is registered with the Board within the current school year.
- Otherwise the effective date for payment will be the first day of the month following registration of the Rating Statement with the Board.
- L11.05 Newly-hired Teachers who expect to be compensated at a level higher than Category 1 must submit proof of this level to the Human Resource Staffing Officer or designate by December 31, in order to be retroactive to September 1 of Semester 1 and by May 31, in order to be retroactive to February 1 of Semester 2. If delays, which are beyond the control of the Teacher, are experienced in receiving this proof, a copy of the letter explaining the delay must be submitted by December 31 or May 31, respectively.

Grid Placement

L11.06 A newly hired Teacher shall be placed on the salary grid in accordance with the Teacher's qualifications and approved elementary and/or secondary teaching experience up to September 1st of the school in which they were hired. Teaching experience for initial placement on the salary grid for those Teachers newly hired by the Board on and after date of ratification includes:

- (a) Each full year of elementary and/or secondary experience obtained in Ontario.
- (b) For purposes of approved elementary and/or secondary teaching experience exclusive of summer school or night school a year shall be:
 - (i) Full time calculated by totaling the number of months of teaching experience and dividing by ten (10) to determine the number of years. Any remainder of five (5) months or more shall be counted as one (1) year.
 - (ii) Accumulated part-time teaching experience pro-rated to establish a full-time equivalency by totaling the number of months of teaching experience and dividing by ten (10) to determine the number of years. Any remainder of five (5) months or more shall be counted as one (1) year.
- (c) Other teaching experience if recognized by the Ministry of Education and Training or deemed equivalent by the Director or designate.
- (d) Statutory pregnancy and parental leave as defined under the Ontario Employment Standards Act shall not be deducted from teaching experience.
- (e) Accumulated long-term occasional teaching assignments shall be pro-rated to establish a full-time equivalency by totaling the number of months and dividing by ten (10) to determine the number of years. Any remainder of five (5) or more months shall be counted as one (1) year.
- (f) Each Teacher shall be required to submit satisfactory proof of teaching experience.

L11.07 To allow for an additional year of teaching experience, a Teacher shall advance on the salary grid in September if the Teacher has taught or performed professional duties fifty per cent (50%) or more in the previous school year.

Secondary School Salary Grid

L11.08 (a) Effective September 1, 2019 to August 31, 2020, all Teachers employed in the secondary panel shall be paid on the following salary grid:

Year	CAT. 1	CAT. 2	CAT. 3	CAT. 4
0	\$47,258	\$49,840	\$53,707	\$56,711
1	\$49,840	\$52,628	\$56,929	\$60,146
2	\$52,412	\$55,423	\$60,146	\$63,587
3	\$54,987	\$58,212	\$63,368	\$67,020
4	\$57,564	\$61,005	\$66,592	\$70,463
5	\$60,146	\$63,800	\$69,819	\$73,900
6	\$62,728	\$66,592	\$73,044	\$77,333
7	\$65,305	\$69,388	\$76,262	\$80,766
8	\$67,888	\$72,177	\$79,480	\$84,203
9	\$70,463	\$74,969	\$82,701	\$87,647
10	\$73,044	\$77,764	\$85,927	\$91,085
11	\$79,052	\$83,781	\$94,528	\$100,969

- (b) Effective September 1, 2020 to August 31, 2021, all Teachers employed in the secondary panel shall be paid on the following salary grid:

Year	CAT. 1	CAT. 2	CAT. 3	CAT. 4
0	\$47,731	\$50,338	\$54,244	\$57,278
1	\$50,338	\$53,154	\$57,498	\$60,748
2	\$52,936	\$55,977	\$60,748	\$64,223
3	\$55,537	\$58,794	\$64,002	\$67,690
4	\$58,140	\$61,615	\$67,258	\$71,168
5	\$60,748	\$64,438	\$70,517	\$74,639
6	\$63,355	\$67,258	\$73,774	\$78,106
7	\$65,958	\$70,082	\$77,024	\$81,574
8	\$68,567	\$72,899	\$80,275	\$85,045
9	\$71,168	\$75,719	\$83,528	\$88,524
10	\$73,774	\$78,542	\$86,786	\$91,996
11	\$79,843	\$84,619	\$95,473	\$101,979

- (c) Effective September 1, 2021 to August 31, 2022, all Teachers employed in the secondary panel shall be paid on the following salary grid:

Year	CAT. 1	CAT. 2	CAT. 3	CAT. 4
0	\$48,208	\$50,841	\$54,786	\$57,851
1	\$50,841	\$53,686	\$58,073	\$61,356
2	\$53,465	\$56,537	\$61,356	\$64,865
3	\$56,092	\$59,382	\$64,642	\$68,367
4	\$58,721	\$62,231	\$67,931	\$71,880
5	\$61,356	\$65,082	\$71,222	\$75,385
6	\$63,989	\$67,931	\$74,512	\$78,887
7	\$66,618	\$70,783	\$77,794	\$82,390
8	\$69,253	\$73,628	\$81,078	\$85,896
9	\$71,880	\$76,476	\$84,363	\$89,409
10	\$74,512	\$79,327	\$87,654	\$92,916
11	\$80,641	\$85,465	\$96,428	\$102,999

L11.09 Related Trade, Business and Work/Educational Experience

Effective September 1, 2008, subject to Ministry Guidelines on the recognition of Teacher experience for Teacher compensation grant purposes,

Related experience will be recognized on the following basis:

- (a) Trade Experience (Journeyman, Tradesperson, or related experience with a technical certificate).

1. the experience is in excess of that required for admission to the Ontario Faculties of Education, and
 2. the person is qualified and the experience is directly related to the Teacher's qualifications.
- (b) Business Experience (Accounting, Marketing, Data Processing/Computer Studies).
1. the experience is acquired after graduation from a Canadian university or its foreign equivalent and the experience is directly related to the Teacher's qualifications, or
 2. the experience is in excess of five (5) years, subsequent to the obtaining of a Secondary School Honour Graduation Diploma or equivalent, or, alternatively, it is the experience above the basic years of experience required for admission into a recognized Teacher training course and the experience is directly related to the Teacher's qualifications.
- (c) Related Work/Educational Experience
1. full-time teaching in an accredited College or University providing the experience is in excess of that required for admission to the Ontario Faculties of Education and the experience is directly related to the Teacher's qualifications, or
 2. equivalent full-time work experience directly related to the subject area the person is hired for and the experience is directly related to the Teacher's qualifications.

Note: Each full year of recognized experience rounded to the nearest year shall count as one (1) year of teaching experience on the grid. This recognized experience shall not pierce the maximum of the salary grid. Newly hired teachers must submit all documentation on related experience during the first 12 months with the Board. For all other Teachers, retroactive payments shall be limited to the date of application provided all documentation required is submitted to the Board within twelve (12) months of the application.

L12.00 – METHOD OF PAYMENT

- L12.01 (a) Effective September 1, 2000 annual salaries shall be paid according to the following plan:
- | | |
|----------------------------|--|
| September | 8% (1 st Friday following Labour Day) |
| September 25 th | 8% |
| October 25 th | 8% |
| November 25 th | 8% |
| December | 8% (last day of school) |
| January 25 th | 8% |
| February 25 th | 8% |
| March 25 th | 8% |
| April 25 th | 8% |
| May 25 th | 8% |
| June 25 th | 20% |
- (b) Pay day shall be the 25th of the month. Should the 25th of the month fall on Saturday or Sunday then salaries shall be paid on the preceding Friday. Should the 25th of the month fall during a holiday period, salaries shall be paid on the last teaching day preceding the holiday period.
- (c) Effective September 2021, payment of salary shall be made on a bi-weekly twelve (12) month pay schedule. The Board shall make available a pay date schedule on an annual basis with the work dates covered for each pay out clearly denoted. The Board shall pay out the Teacher's full annual salary between September 1 and August 31 of each year.
- (d) A Teacher who retires as of June 30th, shall be paid in full no later than the last day in June provided two (2) weeks' notice has been provided to the Board. Where a Teacher does not provide two (2) weeks' notice, payment shall be made on the next available pay date. Teachers who retire as of August 31st, will continue to be paid as per the pay schedule.
- (e) The Board shall transmit the Teacher's pay to the Bank or Financial Institution of the Teacher's choice so that as far as feasible the funds should be available on the days as

outlined in L12.01 and shall provide to the Teacher at the Teacher's school a statement of payment.

- (f) A Teacher shall be paid a salary in proportion that the total number of school days for which duties are performed in the school year bears to the total number of school days in the school year.

L12.02 Notwithstanding the above, a Teacher who is retiring and teaches full-time exactly for one (1) semester or until January 31st, whichever is less, shall be paid exactly fifty per cent (50%) of the Teacher's annual rate of salary and shall be credited with exactly .5 of a year for salary and pension purposes. A part-time Teacher's salary shall be prorated accordingly.

L12.03 Salary for teachers teaching less than full-time shall be based on their teaching assignment prorated to a full-time teaching assignment. A full-time teaching assignment is defined as 6 classes or the equivalent time. A Teacher who is fully assigned under L17.01 shall be paid one hundred percent (100%) of pay and part time assignments will be pro-rated. The parties agree to meet and resolve any anomalies respecting salaries for part time assignments.

L13.00 – REIMBURSEMENT

L13.01 The Board recognizes the hardship that a transfer over long distances may cause for some Teachers and will endeavour to limit such transfers or placements, if possible.

L13.02 The Board shall pay to each Teacher who is authorized to use a vehicle on approved Board business mileage reimbursement in accordance with Board policy.

L13.03 The Board shall reimburse Teachers for approved expenses incurred while on Board business in accordance with Board Policy.

L14.00 – EMPLOYEE BENEFITS

L14.01 Benefits are to be administered in accordance with the Employee Life and Health Trust of the Central Collective Agreement.

L15.00 – EMPLOYMENT INSURANCE

L15.01 The parties agree that for the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, that Teachers under this Collective Agreement shall be deemed to have worked eight (8) hours each school day they are employed as the full time equivalent. Teachers working less than full time shall be deemed to have worked the hours per day that are prorated accordingly.

L16.00– STAFFING

L16.01 For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the Board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations of 23 in the absence of such regulations. A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class size regulation.

L16.02 (a) The number of FTE Teachers assigned to other Board programs and to non-credit courses shall be in accordance with the Funding Model, the Education Act and Regulations.

- (b) The minimum number of FTE teachers assigned in the following areas shall be:
 Library Learning Commons Lead Teacher - one per school
 Guidance Counsellors - one per 385 FTE students, minimum of 1 per school
 Learning Resource Teachers - one per 600 FTE students
- (c) The FTE as outlined above in L16.02 shall be determined as of the eighth (8th) day of each semester.
- (d) Guidance Counsellor assignments may not include credit bearing lines.

L16.03 Except as specifically provided for elsewhere in this Article, each Secondary School shall be staffed annually as follows:

Administration

- (i) In each secondary school where the program is offered there will be one Department Head in each of the following departments:
 - a. Arts (Visual, Media, Drama)
 - b. Canadian and World Studies (Geography, History, Civics, First Nations, Metis and Inuit Studies)
 - c. English
 - d. Humanities (Family Studies, Business, World Religion, Philosophy)
 - e. Modern Languages (French, Spanish and other Modern Languages) – no assistant head
 - f. Mathematics
 - g. Music – no assistant head
 - h. Physical Education – (2 Heads) – no assistant head
 - i. Science
 - j. Student Services (Guidance, Co-op, Careers, Student Success, Alternative Education)
 - k. Learning Resources (Special Education, Self-contained Classes, Library Learning Commons)
 - l. Technological Studies (Tech courses, Computer Studies)
 - m. French Immersion
 - n. English as a Second Language
- (ii) Each Department as outlined above in section (i) will have one (1) Assistant Department Head, except where specified.
- (iii) If the term ending is later than the date of the school closure, the Board shall continue to pay for the allowance until the end of the term.
- (iv) Should the Board need to allocate additional headships in a Tier 3 program, prior to any allocation, the Board shall consult with the Union for the purpose of developing and signing a Letter of Agreement to develop the working conditions for the position.
- (v) Notwithstanding any mutual consent requirements as stipulated under the Ontario Education Act, a Department Head shall not be fully assigned to classes outside of their department without prior written consent.

- L16.04 a) There shall be one full-time equivalent Teacher assigned to Co-op for every 105 students enrolled per year.
- b) For the purposes of Co-op staffing, a student that is enrolled in Co-op for one (1) or two (2) credits will count as one (1) student. A student enrolled in Co-op for three (3) or four (4) credits will count as two (2) students.
- (c) Where a Teacher is assigned Co-op periods the following maximum number of students per semester for the Teacher shall be: 1 period – 16; 2 periods – 35; 3 periods – 55.
- (d) All secondary schools shall schedule with a minimum of one (1) line of Co-operative Education each semester, provided Co-operative Education is offered.

Classroom Teacher Components

L16.05 As of the eighth (8) day of each semester, the following class size maxima shall be in effect:

Course Levels	Maximum Class Size
Academic	29
College University / University	30
Applied	22
Tech (Auto, Wood, Machine, Construction, Hospitality Services, Hairstyling & Aesthetics, Integrated Technology)	22
Workplace	19
Alternative Education	19
College/Open	28
ESL/ELL	21
Locally Developed/ Essential	14

L16.06 The above noted are subject to a flexible factor of ten percent (10%) – rounded to the nearest whole number. Each Teacher is limited to a maximum class size overage of five percent (5%) rounded to the nearest whole number in any one semester.

L16.07 Any exceptions to the above maximums must have prior agreement of the Superintendent responsible for Secondary staffing and the Bargaining Unit President.

L16.08 No Teacher shall be responsible for more than four (4) half courses per year unless agreed to by the Teacher.

Multi/Bi-Level/Stacked Classes

- L16.09 a) The Board shall endeavor to keep the number of tri/bi-leveled/stacked classes to a minimum [Alternate Education excluded].
- b) No tri (or greater) - stacked/level classes will be assigned to a Teacher without the Teacher's prior consent.

L16.10 When calculating the maximum allowed PTCs for a Teacher teaching a class which contains more than one level, the allowed PTC for that class shall be the average of applicable maximums for the levels being taught.

L16.11 Special education congregated classes will be staffed in the proportions determined by Regulations.

E-Learning

L16.12 Notwithstanding L16.08, for the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the Board shall allocate a minimum staffing complement to achieve a maximum average class size

consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations. No E-Learning credit course shall exceed 35 students.

L16.13 Any Teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the Teacher's assignment that is not E-Learning.

Other Programs

L16.14 The Employer shall maintain the staffing ratio for the Alternative Education Program as has been done in the past.

L16.15 There shall be a program leader for the system Secondary Alternative Education site. In the event new system sites are opened, both parties agree to meet to determine if the new system sites require a program leader.

L16.16 There shall be a Lead Teacher for the Section 23 Program.

L16.17 Maximum class size in Section 23 programs shall be according to the regulations.

L16.18 Should an Administrator wish to assign a Teacher outside of their Area of Qualification under the College of Teachers, consent will be required by the Teacher in writing prior to the course commencing.

L16.19 Notwithstanding a Teacher's Qualifications under the College of Teachers, when placing Teachers into courses within their school/worksite, Teachers shall have the right of refusal, if they have not taught that subject in fifteen (15) or more years.

L16.20 Notwithstanding L16.19, Teachers shall not have the right of refusal for courses not taught in fifteen (15) or more years when being placed at the Teacher placement meeting during the Fall and Spring Staffing Process.

L16.21 A Teacher shall not be required to teach any course for which there is no designated qualification under the Education Act, unless the Board provides adequate professional learning and support necessary to teach that course.

L17.00 – WORKING CONDITIONS

L17.01 Each Full-time Teacher shall be assigned 6 periods out of 8 for the school year. This shall include a maximum of 225 minutes of assigned time per day each semester and shall include homeroom if so assigned [Pro-rated for part-time teachers]. Notwithstanding different class size maxima, it is understood that e-Learning course Teachers are subject to the same working conditions.

L17.02 All classes will be assigned during the instructional day, unless prior agreement in writing has been made between the Teacher, the Bargaining Unit President, the Principal and the Superintendent responsible for secondary staffing.

Additional Professional Assignments (APAs)

L17.03 In addition to the classes assigned above, each Full-time Teacher may be assigned Additional Professional Assignments (APA) as outlined below:

	Maximum # of ½ period on-calls	Maximum # of ½ period on-calls /supervisions/ mentoring
Effective September 2011	25	48

- i. All of the above will be pro-rated for Part-time Teachers.
- ii. Maximum of one (1) APA on any given day.

- iii. All APAs will be equitably timetabled and performed inside the instructional day with the exception of an APA for Bus supervision. An APA for bus supervision will be a maximum of twenty (20) minutes immediately following the end of the instructional day.
- iv. The maximum length of time of an APA shall be ½ period, not exceeding 37.5 minutes with the exception of assemblies – up to sixty (60) minutes in length or exam periods, which can be up to seventy-five (75) minutes in length.

L17.04 During exam time, a Teacher may be assigned an APA that is no longer than seventy-five (75) minutes in length. This duty will occur on the exam day that corresponds to the Teacher's preparation period. This APA shall count toward a Teacher's total set out in L17.03. These duties may include, supervision, scribing and proctoring.

L17.05 For ½ courses that end mid-semester, the Teacher shall not be assigned APAs during the forty-eight (48) hours after the completion of the exam/culminating activity. It is understood that the forty-eight (48) hours does not include weekends and holidays.

L17.06 No Teacher shall be assigned duties other than those outlined above.

School Day & School Year

L17.07 Each Teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the hours of 10:45 a.m. and 1:45 p.m., unless otherwise agreed by the Principal and the Teacher. For schools with start times at or earlier than 8:15 a.m., lunch will be between the hours of 10:30 a.m. and 1:30 a.m., unless otherwise agreed by the Principal and the Teacher.

L17.08 Teachers are required to remain at their worksite during their unassigned period. Teachers can be assigned on-calls and/or supervision duties in accordance with Article L17.03. During a Teacher's unassigned period, a Teacher shall follow school protocol prior to leaving the building.

L17.09 The Principal shall ensure that no Teacher is assigned more than 225 minutes (exclusive of travel time between periods and/or breaks) over a continuous interval.

L17.10 The length of the school year shall be the minimum under the Education Act.

L17.11 Any change to the start or end time of the instructional day at a school/site, the Board shall endeavour to provide to the Bargaining Unit and Teachers of the school/site by May 15th for the following school year. For Teachers that are impacted by any changes to the instructional day for family status reasons, said Teachers shall be entitled to submit a late Voluntary Transfer Declaration submitted to the Board no later than May 30th.

L17.12 The Superintendent responsible for secondary staffing will forward to the Bargaining Unit President or Designate as soon as possible, or by September 30th, a copy of each Teacher's workload assignment for the year, upon request.

Supporting Students

L17.13 Each school/worksite shall maintain-current information on students with Safe Intervention Plans and Behaviour Support Plans. The information will be provided to all Teachers prior to the beginning of their teaching assignment.

L17.14 IEPs are developed collaboratively and the subject Teacher will provide input.

Extra – Curricular Activities

L17.15 The Board recognizes the significant contributions Teachers make in their voluntary support for extra-curricular activities. It is understood that extra-curricular activities are voluntary.

Evaluating Other Staff

L17.16 No Teacher shall have an evaluative role on a selection interview for another employee group.

L17.17 No Teacher shall be assigned administrative duties normally performed by management.

Professional Development, Staff Meetings & Parent-Teacher Nights

L17.18 Regularly scheduled staff meetings shall be held no more than once per month on average. Regular staff meetings will begin no later than fifteen (15) minutes after the students' instructional day ends. Each meeting shall be no more than seventy-five (75) minutes in length. The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all Teachers. Regularly scheduled staff meetings may include, but not be limited to, administrative/organizational issues, professional development, training and other matters aligned with the school and Board goals. Teachers are expected to attend regularly scheduled staff meetings, however, when a Teacher is unable to attend a staff meeting, they will make every reasonable effort to inform their administration. Teachers may submit agenda items to the Principal for consideration.

L17.19 A Teacher shall not be required to complete assigned work related to the content of staff meetings. If an Administrator provides materials ahead of a meeting, it would be considered voluntary for Teachers to read such materials. Notwithstanding, if required, Teachers are to bring their most recent marks or student work to such meetings.

L17.20 Any discussion led, or presentations made, by Teachers at a staff meeting or on professional development days will be voluntary.

L17.21 If a staff meeting is scheduled on the same night as a Parent Teacher Night, all Teachers shall be entitled to a forty (40) minute uninterrupted dinner break.

L17.22 Parent-Teacher Nights shall be scheduled for a maximum of two (2) hours and shall not be scheduled to end later than 7:30 pm.

Exams, Report Cards and Credit Recovery

L17.23 For semester 1 exams, there will be a minimum turnaround period of forty-eight (48) hours between the end of an exam and the provision of completed marks. For semester 2 exams, there will be a minimum turnaround period of thirty-six (36) hours between the end of an exam and the provision of completed marks. For exams that are held prior to the formal start of the exam period, the provision of marks will not be required until thirty-six (36) hours after the formal exam period begins as set out in the HWDSB calendar.

L17.24 For a student in a Special Education program that is integrated into credit granting course(s), the credit granting Teacher shall only be required to use the standard report card for credit granting course(s).

L17.25 In addition to the two provincial reports, midterm and final, the Board may issue a progress report (generally in the 5th or 6th week of the semester) consisting only of learning skills and a non-grade progress indicator (i.e. progressing with difficulty, progressing well, or progressing very well), with the option to include school-generated attendance.

L17.26 Subject Teachers shall provide a credit recovery form for students who failed to earn a credit. The subject Teacher shall be required to provide the following information:

- i) The student's final mark for the course.
- ii) A level for each overall expectation in the course using the Recommended Course Placement Form and Credit Recovery Profile.
- iii) Reasons for Credit Recovery recommendations.

L17.27 Subject Teachers shall not be required to instruct or evaluate any student who is the responsibility of a Credit Recovery program. The Subject Teacher may use their professional judgment in terms of offering assistance to the Credit Recovery Teacher.

L17.28 All other consultation between the subject Teacher and the Credit Recovery Teacher is voluntary.

L18.00 – SYSTEM AND IN-SCHOOL STAFFING COMMITTEES

System Staffing Committee

L18.01 A Secondary Staffing Committee shall be established by March 1st and maintained from year to year to provide input to the Superintendent in charge of Secondary Staffing regarding the staffing requirements of the secondary system and to assist with determining the number of Teachers required for credit and/or credit equivalent and non-credit in accordance with the Education Act, applicable regulations and the Collective Agreement.

L18.02 The Committee shall be comprised of the following:

- (a) The President or designate of the Bargaining Unit.
- (b) The Chief Negotiator or designate of the Bargaining Unit.
- (c) Two Principals selected by the Superintendent in charge of Secondary Staffing.
- (d) The Superintendent responsible for Secondary Staffing.

L18.03 Prior to April 30th, the Superintendent responsible for Secondary Staffing, in consultation with the System Staffing Committee, shall:

- (i) review the enrollment projection data to estimate the total complement of secondary system teaching staff for the following school year. This estimated complement of secondary system teaching staff will ensure that there will be an aggregate average class size across the system of 23:1 in accordance with the Education Act.
- (ii) have calculated the number of Teachers required for credit and/or credit equivalent and non-credit courses/lines in accordance with the Education Act, applicable Regulations, and the Collective Agreement and allocate to each school its share.

L18.04 The Superintendent responsible for Secondary Staffing, in consultation with the System Staffing Committee, will make the necessary adjustments to the total complement of secondary system teaching staff in response to shifts in the projected enrollment.

L18.05 By April 15th, the Superintendent responsible for secondary staffing, in consultation with the System Staffing Committee, shall allocate the number of Teachers to the schools.

L18.06 The Superintendent responsible for Secondary Staffing, in consultation with the System Staffing Committee, shall review the application of surplus and redundancy and ensure that procedures are properly followed.

L18.07 By June 15 (Spring Staffing Process) and January 15 (Fall Staffing Process), the Superintendent responsible for Secondary Staffing of the Board, in consultation with the Bargaining Unit President or designate, shall endeavour to complete:

Fall and Spring Staffing Process:

- a minimum of two (2) rounds of postings as set out in article L23.00 Postings
- placement of all remaining Teachers, in accordance with their FTE, without confirmed assignments for the next school year based on qualifications and seniority while taking into consideration the Teacher's pre-stated preferences
- placement of Teachers on Recall List as per Article L19.00
- timetable expansions

The Bargaining Unit President or designate shall act in a consultative role only; the final decision shall rest with Board Officials.

In-School Staffing Committee

L18.08 The In-School Staffing Committee shall consist of the following:

- (a) the Principal and the Vice-Principal(s) of the school.
- (b) three (3) OSSTF representatives, to be selected by the Union.

NOTE: In addition to the meetings outlined in this article, either party may request a meeting. The Superintendent responsible for Secondary Staffing and the President of the Teachers/Occasional Teachers' Unit of District 21, or designate(s), shall attend the meetings as necessary.

L18.09 Following the Principals' meeting where a school's staff allocation is provided, the In-school Staffing Committee shall meet within five (5) working days to review staffing meeting outcomes that affect their school.

L18.10 This Committee shall meet for the purpose of identifying the positions required to satisfy the program needs of the school prior to the completion of L18.07. The Committee, in its deliberations, shall consider such factors as: the courses and number of sections to be offered, the number of Teachers required by course and Department, and the proposed assignment of Teachers to Departments on the basis of qualifications and seniority. Department Heads are exempt from being declared surplus to the needs of the school. The purpose of this Committee is to help provide information necessary for the placement of Teachers in L18.07. The Committee shall act in a consultative role only; the final decision shall rest with the Principal.

L18.11 In the event Teachers are declared surplus out of order of seniority, the In-School Staffing Committee shall be provided an opportunity to view the information as set out in Article L18.09 prior to Teachers being informed or affected. This information remains confidential to the members of the In-School Staffing Committee. If a hard copy is provided it shall be given back to the Board at the end of the meeting.

L18.12 Should any discrepancy or issue arise over the application of the Collective Agreement and surplus and redundancy during consultation with the In-School Staffing Committee, the issue shall be referred to the System Staffing Committee for resolution.

Staffing Placement Meeting

L18.13 Placement of Teachers without a permanent assignment shall only occur after the Positions of Added Responsibility as set out in Article L23.00 have been confirmed for the following semester.

L18.14 Teachers without a permanent assignment for the following semester will be placed at a staffing placement meeting that will include Board and Bargaining Unit representatives.

L18.15 At the placement meeting, the Board will provide the Bargaining Unit Representatives:

- i) a list of all Teachers to be placed in order of seniority and with their qualifications and courses for which they are willing to provide consent to teach.
- ii) a list of all available permanent assignments at each school/worksites with the specific course codes for each assignment known at the time of the placement meeting.
- iii) a list of all available Long Term Occasional (LTO) assignments available at each school/worksites with the specific course codes for each assignment known at the time of the placement meeting.

- L18.16 When considering Teacher placement, the order shall be as follows:
- i) availability of permanent lines at the Teacher's preferred worksite.
 - ii) availability of permanent lines at all worksites.
 - iii) availability of full-semester LTO lines at the Teacher's preferred worksite.
 - iv) availability of full-semester LTO lines at all worksites.
 - v) availability of other teaching assignments.

L18.17 Teachers will be placed into assignments based on qualifications and seniority.

L18.18 At the placement meeting each semester, when there are no assignments matching the qualifications for the Teacher, if possible, the Board shall rearrange assignments within a school to place Teachers into areas for which they are not qualified, and that are not restricted, to fill a full timetable for the semester.

L18.19 As per Regulation 298.19 (1) "Assignments or Appointment of Teachers" when assigning a Teacher outside of their area of qualification, mutual consent must be provided by both the Board and the Teacher.

L19.00 – SURPLUS AND REDUNDANT TEACHERS

Surplus Teachers

- L19.01 a) A surplus Teacher is defined as a Teacher who is determined to be surplus to the staffing requirements of a particular school based on seniority, and, as a result, is available for placement to another school staff in the system. The System Staffing Committee shall be advised of any Teachers that have been determined surplus in a school as soon as possible. A Teacher may also be declared surplus in the event there are no subjects available in the school for which the Teacher is qualified to teach. Department Heads are exempt from being declared surplus to the needs of the school.
- b) Notwithstanding L19.01 (a), a Teacher that would normally be declared surplus based on seniority may be retained by the school if declaring the Teacher surplus would result in the closure of a curricular program.
- L19.02 Teachers who are declared surplus to their school will be notified of that fact no later than December 1st in semester one (1) and May 1st in semester two (2). They shall be placed, in order of seniority, in available positions for which they are qualified prior to placement of Teachers new to the Board.
- L19.03 a) A surplus Teacher who cannot be transferred to a full timetable in one work site shall be assigned, wherever possible, to a full timetable, which is split between two work sites.
- b) A Teacher who is surplus to a school and is assigned to teach in more than one school in the same semester shall have the right to replace the Teacher with the least seniority in the Teacher's area of qualification in any secondary school operated by the Board.
- L19.04 A Teacher who is assigned a split timetable as a result of being declared surplus/redundant and who is assigned duties by the Board as a result at two (2) or more sites in the course of a single working day will be reimbursed mileage in accordance with Board policy and shall be allowed adequate time, exclusive of lunch, to travel between work sites. Such teachers shall not be assigned any supervision but may be assigned on-calls in accordance with their FTE status.
- L19.05 Prior to January 15th in the first semester and June 15th in the second semester, a surplus Teacher shall be given the first opportunity to return to the school in which they were declared surplus should permanent teaching lines become available that the surplus Teacher is qualified to teach.

Redundant Teachers

- L19.06 A redundant Teacher is defined as a Teacher who is determined to be redundant to the staffing requirements of the system.
- L19.07 The Superintendent responsible for Secondary Staffing shall establish a list of Teachers "redundant to system requirements". A redundancy list shall be created by removing the number of Teachers necessary to equal the total system reduction, from the bottom of the Seniority List. The Superintendent responsible for Secondary Staffing shall advise the Principal that these Teachers are not available for assignment in the next year.
- L19.08 The Teacher declared redundant shall be recognized as a competent Teacher and shall be given a letter of recommendation to this effect by the Board no later than April 30. Such Letter will indicate the reason why the Teacher is redundant and that the Teacher will be given the rights outlined below re: Recall List, Severance, Continuing Education and Occasional Teaching Opportunities.
- L19.09 On September 1 all redundant Teachers shall be identified as being on the Recall List. The Board will notify the Bargaining Unit of the names of those Teachers identified as being on the Recall List.
- L19.10 Any Teacher who has been terminated in accordance with the provisions of seniority, surplus and redundancy procedures of this agreement shall be eligible for recall for a period of five (5) years from the effective date of termination, and shall accrue seniority for that period of time the Teacher remains on the Recall List.
- L19.11 It is the responsibility of all Teachers on the Recall List to maintain current addresses and telephone numbers with the Human Resource Services Division of the Board and the Bargaining Unit.

Redundant Teachers/Teachers on Recall List Placement

- L19.12 Prior to any staffing placement meeting, Teachers on the recall list shall complete a Teacher placement form which includes their qualifications, as well as areas that they are willing to teach by consent, for the following semester.
- L19.13 Any Teacher on the Recall List that is placed into any vacant permanent or long-term occasional teaching position shall be considered a permanent teacher for the purposes of grid pay.
- L19.14 Before hiring from outside the Hamilton-Wentworth system, affecting transfers from another panel, or posting occasional teaching positions to the system, the Board shall offer vacant occasional teaching positions in its schools to qualified Teachers on the Recall List on the basis of qualifications and seniority and then top up redundant Teachers that hold less than full-time entitlements.
- L19.15 During the placement meeting, when a redundant Teacher is partially qualified for more than one (1) assignment at a school/worksites, the Board may break up assignments to create a timetable for the Teacher, provided the classes are not in the same period, before moving on to the next redundant Teacher in seniority.
- L19.16 The Board will endeavour to top up Part-Time Teachers and Teachers on the recall list with daily occasional work. Vacancies that are declared after the end of the instructional day prior to the date of absence, may be filled through the automated absence and replacement reporting system.

Severance Pay

- L19.17 (a) Severance Pay entitlement shall apply to Teachers who have successfully completed the probationary period. The amount of severance allowance shall be 10% of annual salary

based on the annual salary the Teacher was earning on the date the Teacher's contract was terminated.

- (b) A Teacher on an unpaid leave of absence who is declared redundant and who elects to receive the severance allowance shall receive a severance allowance based on the annual salary the Teacher was earning immediately prior to the commencement of the leave.
- (c) A Teacher must notify the Board in writing within eight (8) weeks following the date of termination of contract of the Teacher's desire to receive a severance allowance in lieu of recall. If such notice is not received within eight (8) weeks, the Board shall have no obligation to pay the severance allowance.
- (d) The Board shall have no further obligation under this Agreement to a Teacher who receives a severance allowance. It is understood that the term "termination of contract" begins on September 1st in the year of being declared redundant.

L19.18 If a Teacher declines an offer of employment under the provisions of this Agreement, the Board shall have no further obligation to that Teacher under this Agreement. A Teacher who declines supply or occasional teaching assignments or credit courses outside the regular day school program shall not prejudice the Teacher's recall rights under this Agreement.

Recall From Redundancy

L19.19 Before any permanent hiring from outside the Hamilton-Wentworth system or effecting transfers from another panel, the Board shall offer vacant permanent teaching positions in its schools to Teachers on the Recall List on the basis of seniority and then to Bargaining Unit Members with less than full-time assignments.

L19.20 The Teacher shall not have access to any unused sick days for top up purposes until they are recalled from redundancy. Once recalled to a permanent position, a Teacher shall have access to any unused sick days from their last year worked as a Teacher for HWDSB for the purpose of topping up salary as per Central Agreement – Short Term Leave and Disability Plan Top Up.

L19.21 When a position becomes available, the Board shall contact the most senior redundant Teacher being recalled by email to offer the position. In the event that the Teacher does not confirm receipt of email and acceptance of the position, the Board will telephone and offer the position by registered mail.

L19.22 A Teacher who accepts a position in accordance with this Article shall be reinstated with full rights (advancement on the grid, subject to L11.06), unless specifically modified by this Agreement.

L20.00 – SENIORITY LIST

L20.01 For all teachers who were employed by the former Hamilton or Wentworth Boards of Education additional seniority from January 1, 1998 on, and for all teachers hired on or after January 1, 1998, seniority shall be determined by:

- (a) continuous secondary day school service with The Hamilton-Wentworth District School Board, including long term occasional experience with The Hamilton-Wentworth District School Board accrued on and after January 1, 1998.
 - (i) Effective September 1, 2003 all approved leaves of absence, including layoff with recall rights, shall not be considered an interruption of continuous service for seniority purposes only;
 - (ii) Seniority shall accrue on a full-time basis regardless of the length of the teaching assignment;

- (iii) Notwithstanding article L20.01 (a) (i) (ii), upon ratification of this Collective Agreement the parties agree that seniority shall include all service in Long Term Occasional assignments and not just continuous Long-Term Occasional service. These Long-Term Occasional assignments will be added and accrue for the purposes of an earlier start date for seniority purposes. Any Long-Term Occasional service performed prior to September 1, 2019 will not be considered;

and

where seniority as calculated by service with the employer within the secondary panel is equal, the criteria as listed below shall be used to determine which Teacher has the greatest seniority;

- (b) with the greatest amount of other teaching experience in either panel in the former Wentworth County Board of Education or the former Hamilton Board of Education or The Hamilton-Wentworth District School Board shall be considered to have the greatest seniority;

and where seniority as calculated in (a) and (b) is equal the Teacher

- (c) with the greatest other secondary teaching experience with school boards in Ontario shall be considered to have the greatest seniority;

and where seniority as calculated in (a), (b), (c) is equal, the Teacher

- (d) with the greatest elementary teaching experience with school boards in Ontario shall be considered to have the greatest seniority;

and where seniority as calculated in (a), (b), (c), and (d) is equal, the Teacher

- (e) with the greatest out of province teaching experience shall be considered to have the greatest seniority;

and where seniority as calculated in (a), (b), (c), (d) and (e) is equal, the Teacher

- (f) with the earliest documented acceptance of a teaching position with the former Wentworth or Hamilton Boards of Education or The Hamilton-Wentworth District School Board, shall be considered to have the greatest seniority;

Should there be Teachers with equal seniority after the criteria above is applied, final position on the seniority list shall be determined by lottery.

L20.02 By March 1st of each school year, the Board shall provide one up-to-date electronic copy of the seniority list to the Bargaining Unit President and one copy to each school and worksite for distribution in which there are Bargaining Unit members on staff. The Board will assign a seniority number to any Teachers hired between March 1st and October 1st, and will provide these new seniority numbers to the Bargaining Unit President no later than November 1st.

L21.00 – TRANSFERS

L21.01 Voluntary Transfer Declarations

Teachers are required to submit, in writing, to the Superintendent responsible for secondary staffing, a voluntary transfer declaration no later than April 15th for the following school year and November 15th for semester two (2) of the current school year. Declaration forms shall be made available to all Teachers by March 1st and October 1st.

L21.02 A Teacher who has submitted a voluntary transfer declaration shall be considered to have relinquished their entitlement to a teaching assignment at their current work location.

L21.03 Teachers holding a Position of Added Responsibility who submit a voluntary transfer declaration shall be considered to have relinquished an entitlement to a Position of Added Responsibility, as well as an entitlement of their current teaching assignment at their current work location.

L21.04 A Teacher whose request for transfer cannot be effected shall be informed as soon as possible. A Teacher may request and receive an explanation as to why this transfer request was not acted upon.

L21.05 Reciprocal Transfers

A reciprocal transfer involving a member(s) of the Bargaining Unit and a member(s) of another Bargaining Unit may occur under the following conditions:

- (a) The member of the Bargaining Unit agrees in writing to participate in a reciprocal transfer;
- (b) The transfer shall be for a period not to exceed two (2) years;
- (c) A member of the Bargaining Unit on reciprocal transfer shall be subject to all the provisions of the Collective Agreement governing the Bargaining Unit of which the Teacher is a member, except the Teacher shall be subject to the working conditions of the panel to which assigned.

L21.06 Job Exchange

- (a) The Board shall provide the opportunity to permanent Teachers to participate in a "job exchange" program in accordance with the terms and conditions of this Article.
- (b) Two permanent Teachers within the panel may be temporarily exchanged, for a period up to one school year, subject to the agreement of the Superintendent responsible for Secondary Staffing. Teachers interested in participating in Job Exchange shall submit an application by April 1st for the following school year to the Human Resource Services Division. At the end of the exchange the Teachers will return to their previous positions, subject to L19.00 (Surplus and Redundancy). Late applications may be considered at the discretion of the Superintendent responsible for Secondary Staffing.
- (c) Teachers participating in Job Exchange shall be paid the salary for the exchange assignment. If the exchange assignment is less than full-time, the salary and benefits shall be prorated in the same proportion that the part-time assignment is to a full-time assignment.

L22.00 – SCHOOL CLOSURE

L22.01 No Teacher shall, by reason of school or program closure, be deprived of the Teacher's rights to placement in a position elsewhere in the system according to Seniority (L20.00) and Surplus and Redundancy (L19.00).

L22.02 Teachers shall be placed according to seniority and qualifications before any other staffing determinations are made. It is understood that Teachers in positions of added responsibility are included in this article.

L22.03 A Teacher holding a Position of Added Responsibility in a school or program which has been closed shall be transferred to a comparable vacant position elsewhere, if available, in the system.

L22.04 Where there is no comparable vacant position as indicated in the above clause, a Teacher holding a Position of Added Responsibility in a school which has been closed shall be transferred to replace the Teacher with the least amount of time in the Position of Added Responsibility in the same subject discipline with the appropriate qualifications elsewhere in the system. In the event of a tie in terms of length of service in a Position of Added Responsibility, the tie will be broken in accordance with L20.01.

L22.05 A Teacher in a Position of Added Responsibility who is displaced by the procedure in L22.04 shall be given the first opportunity of returning to a Position of Added Responsibility equal to that which the Teacher formerly held for up to two (2) years, according to seniority in the position. Upon return, prior service in an acting capacity shall be counted in determining the date the appointment becomes confirmed under the Collective Agreement.

L22.06 The Board shall provide a list to the Bargaining Unit of all Teachers, in order of seniority from schools due to close, by March 1st for a school closing by the end of the school year and by October 1st for a school closing at the end of Semester 1.

Note: For the purpose of this article and Surplus and Redundancy (L19.00) the Alternative Education Program(s) including Supervised Alternative Learning (SAL) shall be considered a school and Section 23 including Gateway (or other suspension/expulsion programs) shall be considered a school.

L23.00- POSTINGS

PART A – TEACHING POSITIONS

L23.01 a) The time frame for the spring posting process shall be April 1st to June 15th. The time frame for the Fall posting process is November 1st to January 15th.

b) A Teacher's annual entitlement cannot be increased through the posting process.

L23.02 a) In the Fall and Spring posting process:

- i) There shall be a minimum of two rounds of postings. The actual dates will be confirmed on the staffing timelines developed by the Superintendent responsible for Secondary Staffing;
- ii) In each round of Postings there will be a posting for available lines;
- iii) Postings shall be posted electronically for three (3) school days followed by up to three (3) days to interview.

b) Round 1 – All Teachers, will be invited to apply for the identified vacancies. Such vacancies will be filled in the following order:

- i) Qualified Teachers who have submitted a Voluntary Transfer Declaration will be given an interview. If there are one or more qualified applicants, the position shall be granted to a qualified applicant;
- ii) Where no Teacher that submitted a Voluntary Transfer Declaration applies for a specific vacancy, qualified Teachers who are declared surplus will be considered for remaining vacancies. If there are one or more qualified applicants, the position shall be granted to a qualified applicant;
- iii) Where a Voluntary Transfer or surplus Teacher(s) has not applied for a specific vacancy, qualified Teachers will be considered for remaining vacancies. If there are one or more qualified applicants, the position shall be granted to a qualified applicant.

c) Additional Rounds - Open to all teachers. The position shall be granted to a qualified applicant.

L23.03 In the event of a dispute, upon request by the Bargaining Unit President or designate, the Board shall provide the names of all internal applicants to the job posting, along with the members who were shortlisted for an interview and who the successful candidate was for the position.

L23.04 At the conclusion of the Spring/Fall posting process, Teachers who still require placement shall be placed in order of seniority and qualifications by the Board. Prior to placing these Teachers, the Board shall request preferences, including work site and courses for which they will provide consent, for placement from each Teacher. The process for placement is set out in Article L18.00

- L23.05 Should school based permanent lines become available at other times during the school year as a result of a retirement, resignation, promotion or termination, the following process shall occur:
- i) Postings shall only occur when there are no Teachers on the recall list or permanent Teachers requiring expansion;
 - ii) In the event that there is no redundancy or Teachers requiring expansion, the posting shall only be open to Occasional Teachers;
 - iii) Said posting shall occur within two (2) weeks of the vacancy;
 - iv) The successful applicant will be placed into the posted permanent lines for the remainder of the semester as a temporary assignment;
 - v) The assignment for the above successful applicant shall be determined during the next staffing process;
 - vi) Should permanent lines become available outside the school year, the lines shall be posted no later than two (2) two weeks after the resumption of the school year.

PART B – POSITIONS OF ADDED RESPONSIBILITY

L23.06 The following process shall be used for Positions of Added Responsibility.

- a) The position shall be posted for three (3) days.
- b) The position shall be open to all teachers holding the required teaching qualifications.
- c) Notwithstanding anything in this article, Positions of Added Responsibility for which the vacancy is not filled six (6) days prior to the placement meeting will be filled administratively for the following semester. Positions of Added Responsibility for which the vacancy is not confirmed until after June 15th may be filled administratively until the end of the following semester. Subsequently, these positions shall be posted for three (3) days with the position to take effect at the beginning of the next semester.

L23.07 For the purpose of this Article “Acting Position of Added Responsibility” means a temporary placement for a Teacher in a Position of Added Responsibility.

- a) All acting Positions of Added Responsibility shall be posted in all schools and work sites for three (3) school days.
- b) When known, the term of the Acting Position shall be indicated on the posting.
- c) If the acting position is required to be extended to the end of the school year, the Teacher in the Acting Position shall be entitled to continue in that position. The Teacher in the Acting Position shall have the right to refuse the appointment.
- d) Notwithstanding anything in this article, the Board may fill a position temporarily in the most convenient manner where the temporary vacancy is not filled six (6) days prior to the placement meeting. This appointment shall not extend beyond the end of the semester. Any allowances payable shall be effective from the date of the temporary appointment. A Teacher shall have the right to refuse the appointment.
- e) Upon completion of the Acting Position the Teacher will return to their former school or worksite.
- f) Should a Teacher holding a Position of Added Responsibility apply and be successful to an Acting Position of Added Responsibility, it is understood that they are relinquishing their entitlement to their existing Position of Added Responsibility.
- g) Notwithstanding Article L23.05 (f), should the Acting Position of Added Responsibility be a superior position, the Teacher shall be entitled to return to their previous Position of Added Responsibility for three (3) years.
- h) When Teachers move from one (1) superior position to another, they shall not renew their three (3) year entitlement to return to their previous Position of Added Responsibility. The maximum number of years that a Teacher can hold an entitlement to a previous Position of Added Responsibility is three (3) years.

K-12 POSITIONS

L23.08 Should a K-12 system position be created or become vacant during the semester, a posting for the position, open to permanent Teachers, shall occur. The Board will post the vacancy

within ten (10) working days of the agreed to job description and working conditions. Should permanent lines become available to the Bargaining Unit as a result of this process, Article 23.05 shall be followed.

- L23.09 Notwithstanding L23.08, in the event that the K-12 posting falls within 20 working days of the Position of Added Responsibility posting process beginning, the Board shall be entitled to include any K-12 postings in the Positions of Added Responsibility postings.

L 24.00 - TERM APPOINTMENTS

- L24.01 a) A Teacher appointed to a Consultant or Special Assignment Teacher may be appointed on a term basis. A Teacher holding a Position of Added Responsibility, selected to a term appointment, shall retain their Position of Added Responsibility for a period of up to three (3) years. An Acting Position shall be posted in accordance with L23.04.
- b) New and/or vacant Consultant and Special Assignment Teachers shall be posted for three (3) days.
- c) In the event that a Teacher is appointed to a different Consultant or Special Assignment position, it is understood that the Teacher shall not be entitled to retain their original Position of Added Responsibility beyond the three (3) year period.
- L24.02 A Teacher whose term appointment is expiring for the upcoming school year shall be informed by the Board by April 15th, and will be advised of the Teacher's new assignment for the next school year by June 15th. A Teacher who elects not to continue with the term appointment for the upcoming school year shall notify the Human Resource Staffing Officer in writing by April 15th and will be advised of the Teacher's new assignment for the next school year by June 15th. Requests received after April 15th will be considered by the Board.
- L24.03 Upon completion of a term appointment, the Superintendent responsible for Secondary Staffing shall return the Teacher to the Teacher's former position, or its equivalent, provided three (3) years has not passed. In the event that three (3) years has passed, the Teacher has the right to apply for postings or to be placed at the system staffing placement meeting, subject to redundancy language.
- L24.04 The Board may, through appointment, fill a position temporarily in the most convenient manner where the vacancy in a Position of Added Responsibility is to last for a period of less than one complete semester. Any allowances payable shall be effective from the date of temporary appointment.
- L24.05 Positions of Added Responsibility shall be term appointments of six (6) years. An incumbent may re-apply for a Position of Added Responsibility at the end of a six-year term. Any leave taken during the term of the position will be considered as part of the term of the position.

L25.00 – TEACHER IN CHARGE

- L25.01 a) A Teacher-In-Charge may be assigned for a minimum of one-half school day by the Principal in a secondary school where the Principal and Vice-Principal(s) are absent from the school. A Teacher shall have the right to refuse such assignment, except in an emergency situation.
- b) The payment for time spent as Teacher-In-Charge shall be:

	Full Day	Half Day
<u>2019-2020</u>	\$36.03	\$18.02
<u>2020-2021</u>	\$36.39	\$18.20

This payment shall not be costed against the secondary school Teachers' funding.

- c) While the Teacher is performing the duties of a Teacher-In-Charge, an Occasional Teacher will be hired to perform the normal classroom responsibilities of that Teacher. In the event that the Teacher-in-Charge works in a non-credit granting role, an Occasional Teacher shall be called in and may be allocated elsewhere. The cost of the Occasional Teacher shall not be charged against the secondary school Teachers' funding. Where all administrators are absent from the building, the Board shall assign a minimum of two (2) Teacher-in-Charge. Only one (1) Teacher-in-Charge shall be replaced with an Occasional Teacher.
- (d) A Teacher acting as Teacher-In-Charge shall not be required to discipline or evaluate other Teachers.
- (e) No Teacher shall assume the role of Teacher-in-Charge without receiving Occupational Health and Safety training prior to the first assignment as Teacher-in-Charge. Said training shall occur during paid work time.
- (f) Notwithstanding the above, in an emergency situation, a Teacher can assume the role of Teacher-in-Charge prior to receiving the training.
- (g) No Teacher shall participate in Health & Safety inspections while acting Teacher-in-Charge in a management role.

L26.00 - NEW POSITIONS AND EXPANSION

- L26.01 If the Board creates a new position to be filled by a member of OSSTF, either by reclassification or the use of terminology or nomenclature not presently in the Agreement, the Board and the Bargaining Unit shall meet forthwith to negotiate the salary, allowance and other terms of employment.
- L26.02 Part-time Teachers shall be entitled to increase entitlement status up to full-time prior to Teachers being newly-hired by the Board in the secondary panel. Requests for timetable expansions shall be made to the Superintendent of Staffing by November 1 for the second semester and by April 1 for the next school year. If more than one (1) employee is qualified for the assignment, the more senior employee shall be assigned to the position. The Human Resource Staffing Officer will provide the Bargaining Unit President or designate with a list of names who have requested expansion one (1) week prior to the deadline. Should the Board fail to do so, late requests for expansion will be accepted.
- L26.03 Expansion will be done solely based on seniority. Each Teacher shall be expanded up to their Full Time Equivalent entitlement prior to moving to the next Teacher on the seniority list that has requested expansion. Should the Teacher already be fully assigned in the semester for which staffing is taking place, their lines will be filled by a Long Term Occasional Teacher with the understanding that the expanded Teacher will be placed with their Full-Time Entitlement at the next staffing meeting to place Teachers without an assignment.
- L26.04 Prior to the next staffing meeting where the expanded Teacher(s) is to be placed, should redundancy occur, the Teacher will be entitled to be recalled to their full entitlement which was previously granted at the staffing meeting within their rights as set out in L19.00 (Surplus and Redundant Teachers).

L27.00 – TEACHER PERFORMANCE APPRAISAL

- L27.01 It is understood that Teacher Performance Appraisals will be carried out as per legislation and the *Teacher Performance Appraisal - Technical Requirements Manual 2010*, as amended from time to

time. Where a discrepancy exists between this Article and the Technical Manual or legislation, the manual or legislation shall prevail. The Board and the Federation agree that the Teacher Performance Appraisal is intended to be a supportive process. It is further understood that the TPA system is designed to support and promote Teacher growth and development.

L27.02 Any criteria established by the Board for evaluation of Teachers, or modifications to existing procedures, shall be developed in consultation with the Bargaining Unit and shall be in accordance with the Education Act and relevant legislation.

L27.03 There shall be no difference in the salary of Teachers based on performance appraisal ratings.

L27.04 i) The performance appraisal shall be based on the Teacher's areas of qualifications.

ii) Notwithstanding L27.03 i), if a Teacher's current assignment consists of areas for which they are qualified in addition to areas they have elected to teach by consent, the appraisal shall be based on their area of qualification, unless the Teacher indicates otherwise.

iii) Notwithstanding L27.03 i) and ii), the parties agree that should a Teacher's evaluation year fall at a time when a Teacher is teaching entirely outside of their areas of qualification, the evaluation will take place in accordance with the Teacher Performance Appraisal process in second semester, unless this is impossible.

L27.05 The parties agree that the responsibility under the Ontario Human Rights Code to accommodate a Teacher returning from leave because of sickness or disability may extend the timelines for evaluation.

L27.06 The Board shall provide a Teacher forty-eight (48) hours (excluding weekends and holidays) of notice before a classroom observation occurs during the TPA process unless otherwise requested by the Teacher.

L27.07 The Annual Learning Plan (ALP) is teacher-authored and directed and is developed in a consultative and collaborative manner with the Principal. Principals will not direct the content a Teacher's Annual Learning Plan.

L27.08 A Teacher shall be evaluated only with respect to the areas of competency set out in the schedules attached to Regulation 99/02 of the Education Act and any other competencies as may be provided for by the Board under sub section 277.32 (1) of the Act.

L27.09 Performance Appraisal shall not include consideration of a Teacher's involvement in extra-curricular programs or other voluntary activities unless mutually agreed to between the Principal and the Teacher.

L27.10 Where a concern is raised, whenever possible, no Teacher shall be evaluated by an administrator who was a former Teacher colleague.

L27.11 i) The number of performance appraisals of a Teacher shall be the minimum required by Regulation 99/02 of the Education Act except at the request of the Teacher.

ii) Notwithstanding L27.08 i), a Principal of a school may conduct performance appraisals of a Teacher assigned to that school that are additional to those required by Section 4 of Regulation 99/02 of the Education Act, if the Principal considers it advisable to do so in light of circumstances relating to the Teacher's performance. Such information and circumstances shall be provided in writing.

iii) Should a Principal make the decision to conduct a performance appraisal outside of the regular Teacher Performance Appraisal cycle, the Board shall notify the Bargaining Unit President prior to the commencement of the process.

- L27.12 The Teacher shall receive an electronic copy of the summative report within 20 school days of the classroom observation. Notwithstanding the twenty (20) days, whenever possible, a Teacher shall be provided with a summative report prior to leaving the school as a result of being declared surplus, redundant, transfer, or the school year ending.
- L27.13 If a Teacher Performance Appraisal is started in a semester where the Teacher has been declared surplus to the needs of the school, it shall be completed prior to the Teacher leaving the school.
- L27.14 When a Teacher receives a performance appraisal which was rated unsatisfactory, the Bargaining Unit President shall be notified and, with Teacher consent, be provided a copy of the report by the Board within five (5) working days following delivery of an unsatisfactory report.
- L27.15 A Teacher who is the subject of a performance appraisal shall have the right to have a union representative present during all pre-observations, post-observations, summative report, and improvement/enrichment plan meetings with the Principal or other Board representative concerning the appraisal. Up to three (3) work days shall be allowed for the Teacher to secure OSSTF representation and, during this time, no further discussion of the matter will occur.
- L27.16 Following an unsatisfactory performance appraisal rating, including where the Teacher is placed on review status, an evaluator shall provide the maximum allotted time as set out in the TPA Technical Manual, when requested by the Teacher.
- L27.17 Within 15 school days of the Teacher receiving an unsatisfactory rating, the Principal must provide the Teacher with an Improvement Plan that provides a written explanation of the reasons for the unsatisfactory rating as identified in the summative report and specific steps and actions needed for the Teacher to achieve a satisfactory rating. The Teacher is responsible for undertaking the steps set out in the Improvement Plan.
- L27.18 Any timeline that is not specifically mandated by the TPA Technical Requirements manual shall be reasonably applied.
- L27.19 If a Teacher receives a second unsatisfactory rating, the Teacher shall, upon request, have the right to an evaluation by another evaluator who shall be determined by the Board. Such evaluation is subject to all of the applicable procedures.
- L27.20 Notwithstanding time limits for filing a grievance in the provisions of this Collective Agreement, OSSTF has the right to grieve any aspect of the performance appraisal procedure or the performance appraisal report of a Teacher up to the last day of the school year in which the performance appraisal occurred. In the event that the performance appraisal is provided on the last day of the school year, OSSTF reserves the right to file within ten (10) working days.
- L27.21 When a Teacher has not achieved a satisfactory performance in accordance with the procedures as set out in the *Teacher Performance Appraisal - Technical Requirements*, a Superintendent may recommend termination of contract to the Board. Notice of termination shall be by registered letter, with a copy being sent to the Bargaining Unit.
- L27.22 Teachers in charge of organizational units shall not perform any aspect of a performance appraisal.
- L27.23 It is understood by the parties that a Teacher Performance Appraisal shall not be used to evaluate the roles and responsibilities of Positions of Added Responsibility.

L 28.00 – TEACHER FILES/DISCIPLINE

Teacher Files

- L28.01 Upon written request of the Teacher, any letter of expectation, written warning, or other disciplinary action shall be removed from the Teacher's Human Resources file after eighteen (18) months provided the personnel record has been free of any written warning or other disciplinary action

during the intervening period. Such request shall be submitted in writing to the Manager of Labour Employee Relations. Confirmation shall be sent by the Superintendent of Human Resource Services or designate to the Teacher within ten (10) working days of the date of the request.

L28.02 Notwithstanding L28.01, disciplinary material received by a Teacher with respect to serious physical or psychological harm to students or other employees of the Board shall remain on the Teacher's file.

L28.03 Notwithstanding the aforementioned, a Teacher may apply to the Superintendent of Human Resource Services Division in writing to request the removal of such record(s) after eighteen (18) months have elapsed.

L28.04 A Teacher shall have access to examine the Teacher's Human Resources and evaluation files upon prior arrangement with the Human Resource Services Division.

L28.05 Upon request a Teacher shall receive a copy of any material contained in such files.

L28.06 The Teacher shall have the right to contest in writing the accuracy of such information and have the same recorded in the Teacher's file.

L28.07 The Board, whenever possible, shall provide a private meeting space for the Federation to counsel members prior to and after disciplinary or investigative meetings at the Board office.

Just Cause

L28.08 The Board shall not discipline, without just cause, a Teacher by means of:

- (a) a written reprimand,
- (b) demotion from a Position of Added Responsibility,
- (c) suspension with or without pay,
- (d) termination of contract.

NOTE: It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the termination of a probationary Teacher.

L28.09 The purpose of progressive discipline is to correct behaviour and not to be solely punitive. Progressive Discipline is a multi-step process. Mitigating factors including, but not limited to, years of service, prior work history, medical history, compassionate grounds, and/or rehabilitative potential will be considered in administering progressive discipline.

L28.10 Discipline will be issued in accordance with the Board's Progressive Discipline Policy/Procedure. Prior to discipline being issued, the Bargaining Unit will be advised of any changes made to the Policy/Procedure and be given an opportunity to provide input to such changes.

L28.11 Notwithstanding the Progressive Discipline Policy and Procedure, the Board shall consider the issuing of a non-disciplinary Letter of Expectation as an initial redress of the Board's concerns.

L28.12 It is understood that formal disciplinary action under L28.08 (b) (c) (d) shall be taken by the Board through an appropriate Supervisory Officer of the Board.

L28.13 A Teacher shall be accompanied by a representative of the Bargaining Unit at any meeting, which may lead to discipline, that may be called by Management to which the Teacher is invited. The representative of the Bargaining Unit may represent the Teacher, subject to the Teacher's approval.

L28.14 Each Teacher shall be provided in writing with all derogatory notations or disciplinary action, which is placed in the Teacher's file. Any comments or rebuttal the Teacher wishes to make pursuant to any derogatory or disciplinary action shall be inserted in the file.

L29.00 – LABOUR RELATIONS COMMITTEE

- L29.01 There shall be a Labour Relations Committee consisting of up to four (4) members appointed by the Board and up to four (4) members appointed by the Bargaining Unit.
- L29.02 The Labour Relations Committee shall meet monthly to discuss matters of common concern. Notwithstanding, should either party request additional meetings, said meetings will occur and be scheduled at the earliest available time mutually agreed upon by both parties.
- L29.03 Meetings of the Labour Relations Committee shall take place during normal working hours and shall be considered time worked for the Bargaining Unit members of the committee.
- L29.04 The Board and the Bargaining Unit encourage regular relations meetings between in-school administration and Federation branch representatives, with a view to resolving school-based issues informally as they arise. Release time will be provided for such relations meetings as determined necessary by the parties. Any unresolved school-based issues may be referred to the Labour Relations Committee.
- L29.05 Meetings of the Labour Relations Committee shall take place during the normal working hours and shall be considered time worked for the Bargaining Unit Members of the committee.

L30.00 - GRIEVANCE PROCEDURE

L30.01 Definitions

- (a) "Grievance" shall mean a difference arising from the interpretation, application, administration or alleged violation of the agreement.
- (b) "Party" shall be defined as -
 - (i) The Bargaining Unit
 - (ii) The Board
- (c) "Day" shall be deemed to exclude Saturdays, Sundays, Statutory Holidays, Christmas Break, the Mid-Winter Break, and Summer Holidays.
- (d) Notwithstanding the above, a Grievor may elect to commence or proceed with a grievance during the summer holiday by giving written notice to the respondent party to that effect, prior to June 30. Such grievance meeting will be limited to either during the first two (2) weeks of July or the last two (2) weeks of August, unless otherwise agreed to by both parties.
- (e) "Grievor" shall mean -
 - (i) an individual employee, or
 - (ii) a group of employees having the same grievance, or
 - (iii) the Bargaining Unit acting on its own behalf, or
 - (iv) the Bargaining Unit acting on behalf of a deceased or retired member, or
 - (v) the Board acting on its behalf.

L30.02 Grievance Procedure

The Board and the Bargaining Unit agree that the designated grievance procedure as hereinafter set forth shall serve as and constitute the means under this collective agreement to be utilized by the Grievor, the Bargaining Unit and the Board for the prompt disposition, decision, and final settlement of a grievance, and the specifically designated procedure shall be followed. Wherever the term grievance procedure is used, it shall be considered as including the arbitration procedure.

L30.03 A Member shall have present a representative from OSSTF to assist the Member at any stage of this grievance and arbitration procedure.

L30.04 The time limits and other procedural requirements set out in this Article are mandatory and not merely directory; therefore, failure to put a grievance in writing at the proper step in accordance with the requirements hereof shall be deemed a complete waiver and abandonment of the grievance.

L30.05 Notwithstanding L 30.04 above, time restrictions may be extended if mutually agreed to in writing.

L30.06 Unresolved school-based issues may be referred to the Labour Management Committee as per Article 29.

L30.07 Formal Stage - Step One (1)

Within ten (10) days of the issue or incident becoming known, the Grievor may initiate a written grievance with the Superintendent of Human Resource Services Division or designate. A meeting, which may take place via teleconference, will be held between the, Manager of Labour Relations, or designate and another representative as required, two (2) representatives of the Bargaining Unit, and the Grievor at the discretion of the Bargaining Unit, within ten (10) days of the submission of the grievance. The Manager of Labour Relations shall give the Grievor a reply in writing within five (5) days. If the reply is not satisfactory to the Grievor, the Grievor may proceed to Step 2 within five (5) days of receipt of such answer.

L30.08 The grievance shall contain:

- (a) a description of how the alleged dispute is in violation of the Agreement, and;
- (b) the clauses in the Collective Agreement alleged to be violated, and;
- (c) the remedy sought, and;
- (d) the signature of the duly authorized official of the Bargaining Unit.

L30.09 Step Two (2)

At this step the written grievance shall be referred to the Superintendent of Human Resource Services Division or designate within the aforesaid five (5) days of receipt of the written decision at Step One, but not thereafter. A meeting shall be held within five (5) days between the Superintendent or designate and the representatives of the Bargaining Unit and the Grievor at the discretion of the Bargaining Unit. The Superintendent or designate shall respond to the grievance within five (5) days of such meeting. If the written reply is not satisfactory to the representative for the Grievor, then the next step of the grievance procedure must be taken within twenty (20) days of the receipt of the written decision, but not thereafter.

L30.10 Step Three (3)

If the reply of the Board is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of the receipt of the reply.

L30.11 Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which the resolution is to be reached.

L30.12 The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party

to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

L30.13 Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single Arbitrator. The party desiring arbitration shall indicate the name of a sole Arbitrator. The recipient of the notice shall, within ten (10) days, inform the other party in writing that it accepts the other party's appointee as a single Arbitrator or provide three (3) alternate names. Should the Parties fail to agree upon an Arbitrator within twenty (20) days of receipt of the three alternate names, the appointment shall be made by the Labour Relations Board upon the request of either party.

L30.14 The single Arbitrator shall not be authorized to add, delete, modify or otherwise amend the provisions of this Agreement, nor make any decision inconsistent with the provisions of this Agreement, nor adjudicate any matter not specifically assigned to it by the notice to arbitration in Step No. 3 of L30.10. It is understood and agreed that in adjudicating a discharge or discipline grievance, the arbitrator may substitute such other penalty for the discharge or discipline as the arbitrator deems just and reasonable.

L30.15 The fees for a single Arbitrator, shall be shared equally by the parties.

L30.16 (a) A Teacher whose attendance is required at a meeting related to this Article shall be paid at the rate of pay that would normally be paid if the Teacher had been at work and such attendance shall be without loss of benefits, sick leave, seniority or any other rights and benefits that might otherwise accrue to the Teacher. The Teacher shall not be paid for any day that does not fall within the Teacher's regular work period.

(b) A Teacher who has been suspended without pay or discharged for just cause shall not be paid for the time spent at meetings related to this Article unless the Board is directed to make such payment by an arbitration award or through the resolution of a grievance.

L30.17 There shall be no discrimination against a Teacher because of the Teacher's participation in the grievance and arbitration procedure.

L30.18 All grievances inclusive of individual grievances, Bargaining Unit policy or group grievances, or Board grievances shall follow the same internal resolution process as outlined above.

L31.00 - PROBATIONARY PERIOD

L31.01 A newly hired Teacher shall serve a probationary period of one (1) year with an extension of the period for absences exceeding twenty (20) teaching days in that year. It is understood that the extension is equal to the number of teaching days absent.

L32.00 - OCCUPATIONAL HEALTH AND SAFETY

Protecting Workers

L32.01 In accordance with the Occupational Health and Safety Act the Board agrees to carry out its duties and responsibilities to provide a safe and healthful workplace. The Board shall recognize its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards. All disputes shall be resolved pursuant to the Occupational Health and Safety Act where applicable. In accordance with the Occupational Health and Safety Act, the Board agrees to carry out its duties and responsibilities to provide a safe and healthy workplace.

L32.02 The Board shall supply Teachers (at no cost to the Teachers) all personal protective equipment, clothing or devices required by law or by the Board.

- L32.03 The Board agrees to ensure all Teachers, including Occasional Teachers, are provided with training in Health and Safety and that such training will be provided during the paid work day/professional development day.
- L32.04 An Occasional Teacher will be called in for a Teacher to perform the monthly health and safety inspection, to a maximum of 2/3 assignment. Should the assignment not be accepted by an Occasional Teacher, the monthly health and safety inspection will continue.
- L32.05 The Board agrees that where a hazardous substance is in use for any purpose at the workplace and an equivalent substance that is less hazardous is available to be used for, that purpose, the equivalent substance shall be substituted for the hazardous substance, where it is practical to do so.
- L32.06 The Board agrees to ensure that adequate general ventilation systems are installed and maintained where required. The Board shall ensure that adequate local exhaust ventilation systems are installed and maintained where required.
- L32.07 The Board will provide information and instruction on ergonomics to Teachers.
- L32.08 The Board shall endeavour to notify the Bargaining Unit President or designate of emergencies related to any other serious event that jeopardizes the safety of teachers, once the situation has been resolved.

Refusing Unsafe Work

- L32.09 Teachers shall be provided adequate information and instruction on their right to refuse unsafe work. An employee shall have the right to refuse unsafe work without the fear of discipline or discrimination. The Board shall assist the employee exercising their right to refuse by providing an appropriate location where the employee feels safe.

Central Joint Health and Safety Committee

- L32.10 The Board and the Bargaining Unit agree that the Guidelines for the Structure and Function of the Central Joint Health and Safety Committee shall be attached to the Collective Agreement for information. Such Guidelines are subject to mutual agreement between the parties to this Agreement.
- L32.11 The Multi-Workplace Joint Health and Safety Committee shall meet monthly during the school year to jointly consider monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices.
- L32.12 Any Teacher covered by this collective agreement who represents workers on the Multi-Workplace Joint Health and Safety Committee shall be eligible, at the earliest possible date, to participate in certification training programs.
- L32.13 The employer shall provide paid time off for any Bargaining Unit representatives on the Multi-Workplace Joint Health and Safety Committee to participate in this training program with no loss of salary and benefit. The Employer shall pay the costs of the registration, materials for the training program, and replacement costs.
- L32.14 Wherever possible, in accordance with the OHSA, the Board and the Federation agree that incidents involving aggression or violence towards or upon a Teacher shall be brought to the attention of the Multi-Workplace Joint Health and Safety Committees.

L33.00 – ADMINISTRATION OF MEDICINE

- L33.01 Except in a medical emergency, the Board shall not require any Teacher to administer medication, perform any medical/physical procedures or examine students for communicable conditions or diseases. No Teacher shall be liable if the Teacher volunteers to assist the Principal/Vice-Principal in a medical emergency.

L34.00 - CONTINUING EDUCATION

Seniority Lists

- L34.01 The Board shall maintain separate seniority lists for Evening School staff, Regular Summer School staff, Section 23 Summer Program staff, and Adult Day School Continuing Education staff. Lists shall be sent electronically to the Bargaining Unit within two (2) weeks of the start of semester one, except for the Adult Day School list which shall be submitted within two (2) weeks of the completion of session three (3).
- L34.02 In the event a Continuing Education Teacher elects not to submit a Continuing Education application for Evening School, Regular Summer School, Adult Day School or the Section 23 Summer Program, for a period of two (2) successive years, the Teacher's name will be removed from the seniority list. A Teacher whose name is removed and who is subsequently rehired into the program in accordance with this article shall accumulate credits for the purposes of seniority from the date of rehire.
- L34.03 If an Adult Day School Teacher submits an application for Day School and subsequently declines 3 assignments in one school year, they shall be removed from the seniority list unless the Teacher is on a statutory leave, an approved leave of absence by the Board or has obtained a long term occasional position with the Board. A Teacher that has declined the first three (3) sessions shall have their name removed prior to the provision of an updated seniority list.
- L34.04 Adult Day School Teachers shall serve a probationary period equivalent of one (1) year (five (5) sessions) of Adult Day School.
- L34.05 Positions in Adult Day School shall be offered to Teachers in order of seniority for the following school year provided the Teacher has confirmed interest in working in Adult Day School for the following school year. Such confirmation will occur via email sent from the Principal or designate of Adult Day School to each Teacher on the seniority list and shall occur prior to the school year beginning.
- L34.06 Adult Day School Teachers on the Occasional Teacher Roster will have continuing Education Teaching count towards the minimum number of days worked that are required to remain on the Occasional Teacher List, as per Article L35.00 Six (6) hours of Continuing Education teaching is equivalent to one (1) day. These Teachers shall not be counted towards the cap limit as set out in Article L35.00.

Summer School, Evening School and Adult Day School Staff Designations

- L34.07 Certified Teachers employed to teach credit courses in the summer school program of the Board shall be designated as the Summer School Staff.
- L34.08 Certified Teachers employed to teach credit courses in the evening school program of the Board shall be designated as the Evening School Staff.
- L34.09 Certified Teachers employed to teach credit courses in the Adult Day School program of the Board shall be designated as the Adult Day School Staff.

Certified Teacher

- L34.10 A "Certified Teacher" means a Teacher who is registered with the Ontario College of Teachers and:
- (a) who holds a valid certificate of qualification as a Teacher in Ontario, or
 - (b) who holds a Letter of Eligibility granted by the Minister under the Education Act, or
 - (c) in respect of whom the Minister has granted a Letter of Permission under the Education Act.

Job Opportunity Notice

L34.11 The Board shall post a notice by April 1, in each secondary school and the Education Centre, inviting applications from members of the Bargaining Unit to teach credit courses in the summer school program and the Section 23 Summer Program.

L34.12 The Board shall post a notice by June 1, in each secondary school and the Education Centre, inviting applications from members of the Bargaining Unit to teach credit courses in the evening school program for the ensuing school year.

L34.13 The Board shall post a notice prior to the start of each year of Adult Day school inviting applications from members of the Bargaining Unit to teach credit courses in the Adult Day School program for the ensuing year. Vacancies in the Adult Day School program prior to the start of each session shall first be assigned to qualified Teachers on the current Adult Day School Staff list in order of seniority. Where an assignment has been declined, the Board will have no further obligation to offer the employee another assignment until the start of the next session.

L34.14 Appointment to Summer and Evening School Staffs

When hiring Teachers to teach credit courses in the Section 23 Summer School, Regular Summer School or the Evening School Programs the Board shall hire from the applications for employment, in the following order:

- (a) to members of the Bargaining Unit having rights of recall under the terms of L19.00.
- (b) to members of the Bargaining Unit in accordance with seniority, provided the member has the qualifications to perform the duties.
- (c) to other members of the Bargaining Unit.
- (d) to other Teachers.

Adult Online Credit Program

L34.15 Teaching positions in the Adult Education Online Credit Program are for the duration of the current school year. When a need for Teachers in the Adult Online Credit Program is identified, positions shall first be offered to the current staff of Adult Day School Teachers in the following order:

- i) to those Teachers on the Adult Day School Seniority List that are not fully assigned for the session according to qualifications and seniority;
- ii) to other Adult Day School Staff according to qualifications and seniority. In such circumstances, Teachers will have the students registered, divided among the Teachers using the alphabetic order of the student's last name;
- iii) if teaching positions are still available, the teaching positions shall be posted to the system. The Principal will then offer positions to qualified Secondary Teachers who apply to the posting.

L34.16 If additional Teachers are required for the Adult Online Credit Program during the school year, the above process will be repeated.

L34.17 All Summer, Evening and Adult Day School Teachers shall be employed on contracts stating as a minimum: duration of contract, rate of pay, and hours of work.

L34.18 Rates of Pay – Continuing Education Hourly Rates

- a) Summer School, School E-Learning and Evening School Hourly Rates

September 1, 2019	\$44.42
September 1, 2020	\$44.86
September 1, 2021	\$45.31

b) Adult Day School Hourly Rates

Effective September 1, 2019 to August 31, 2020, all Teachers employed in the Adult Day School program shall be paid on the following salary grid:

CATEGORY	Group 1	Group 2	Group 3	Group 4
0	37.48	39.52	42.59	44.97
1	39.52	41.74	45.15	47.70
2	41.56	43.95	47.70	50.43
3	43.61	46.16	50.25	53.15
4	45.65	48.38	52.81	55.88
5	47.70	50.60	55.37	58.60
6	49.75	52.81	57.93	61.33
7	51.79	55.03	60.48	64.05
8	53.84	57.24	63.03	66.78
9	55.88	59.45	65.58	69.51
10	57.93	61.67	68.14	72.23
11	62.69	66.44	74.96	80.07

Effective September 1, 2020 to August 31, 2021, all Teachers employed in the Adult Day School program shall be paid on the following salary grid:

CATEGORY	Group 1	Group 2	Group 3	Group 4
0	37.85	39.92	43.02	45.42
1	39.92	42.15	45.60	48.17
2	41.98	44.39	48.17	50.93
3	44.04	46.62	50.76	53.68
4	46.11	48.86	53.34	56.44
5	48.17	51.10	55.92	59.19
6	50.24	53.34	58.51	61.94
7	52.31	55.58	61.08	64.69
8	54.38	57.81	63.66	67.44
9	56.44	60.05	66.24	70.20
10	58.51	62.29	68.82	72.96
11	63.32	67.10	75.71	80.87

Effective September 1, 2021 to August 31, 2022, all Teachers employed in the Adult Day School program shall be paid on the following salary grid:

CATEGORY	Group 1	Group 2	Group 3	Group 4
0	38.23	40.32	43.45	45.88
1	40.32	42.57	46.05	48.66
2	42.40	44.84	48.66	51.44
3	44.48	47.09	51.26	54.22
4	46.57	49.35	53.87	57.00
5	48.66	51.61	56.48	59.78
6	50.74	53.87	59.09	62.56
7	52.83	56.13	61.69	65.34
8	54.92	58.39	64.30	68.12
9	57.00	60.65	66.90	70.90
10	59.09	62.91	69.51	73.69
11	63.95	67.78	76.47	81.68

(Hourly rate inclusive of Holiday and Vacation Pay) Courses may be cancelled due to insufficient enrolment.

Continuing Education - Fees and Levy Deduction

L34.19 The Board shall deduct Federation Fees from each pay from all members of the Evening School, Summer School and Adult Day School Staff in accordance with L5.02.

L34.20 The Board shall deduct from the salary of each member of the Summer School, Evening School and Adult Day School Staff the Bargaining Unit levy in accordance with L5.03.

L34.21 The Union agrees to indemnify and save the Board harmless from any claims, suits, attachments, or any form of liability as a result of fee or levy deductions.

L34.22 In addition to L34.00, the other Articles of the Collective Agreement which apply to Continuing Education Teachers shall be:

Article L1.00	Recognition
Article L2.00	Purpose
Article L3.00	Duration, Renewal and Continuance
Article L4.00	Management Rights
Article L5.00	Union Dues Check-off
Article L6.00	No Strike or Lock-out
Article L7.00	Leaves (only L7.11 – L7.19 and L7.41)
Article L8.00	Pregnancy/Parental
Article L10.00	Sick Leave and Retirement Gratuities (excluding L10.11-L10.16)
Article L15.00	Employment Insurance
Article L25.00	Teacher-In-Charge (Adult Day School staff only)
Article L28.00	Teacher Files/Discipline
Article L30.00	Grievance Procedure
Article L32.00	Occupational Health and Safety
Article L33.00	Administration of Medicine

L35.00 - OCCASIONAL TEACHERS

Recognition

- L35.01 The Board recognizes the Ontario Secondary School Teachers Federation (OSSTF) as the bargaining agent to negotiate on behalf of its members employed by The Hamilton-Wentworth District School Board and assigned as Occasional Teachers in the Secondary panel.
- L35.02 The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- L35.03 The Board also recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L35.04 The Board further recognizes the right of the Bargaining Unit to represent a Teacher at any meeting where the Teacher is placed under review.
- L35.05 The sole terms and conditions of employment under this Agreement applicable to Occasional Teachers are set out under L35.00 of this Agreement.
- L35.06 The following Articles of the Collective Agreement shall also apply to Occasional Teachers:

Article L2.00	Purpose
Article L3.00	Duration, Renewal and Continuance
Article L4.00	Management Rights
Article L5.00	Union Dues Check-Off
Article L6.00	No Strike or Lock-Out
Article L7.00	Leaves (only L7.11 – 19 and L7.41)
Article L15.00	Employment Insurance
Article L20.00	Seniority List (only 20.01 for Long-Term Occasional Teachers)
Article L28.00	Teacher Files/Discipline
Article L30.00	Grievance Procedure
Article L32.00	Occupational Health and Safety
Article L33.00	Administration of Medicine

Definitions

- L35.07 “Occasional Teacher” shall bear the meaning given it in the Education Act, as amended from time to time.
- L35.08 For the purposes of this Agreement, a “Long-Term Occasional Teacher” shall mean an Occasional Teacher who is employed for a period of ten (10) or more consecutive teaching days in the same teaching assignment employed under permanent or probationary status. Should there be an emergency closure or early dismissal whereby the Occasional Teacher’s teaching period(s) are cancelled, this situation shall not constitute a break in service during this ten (10) day period. The closure day(s) will not be counted in the ten (10) day period.
- L35.09 A Short-Term Occasional Teacher means an Occasional Teacher other than a Long-Term Occasional Teacher.
- L35.10 “Director” means the Board’s Director of Education and Secretary.
- L35.11 “Superintendent” means such Superintendent as may from time to time be assigned by the Board.
- L35.12 For the purpose of this Agreement, “Employee” shall be defined as an Occasional Teacher who is a member of the Bargaining Unit.

Rates of Pay

L35.13 The daily rate of a Short-Term Occasional Teacher shall be calculated as 1/194 of the Secondary Teacher's salary grid Category 1 Year 0.

Non-certified Short-Term Occasional Teachers shall be paid at 75% of the applicable qualified rate above. Rates include statutory holiday pay and vacation pay. The daily rate shall be pro-rated for part-time assignments.

L35.14 A Long-Term Occasional Teacher shall be paid on the secondary salary grid for probationary or permanent Teachers in accordance with their qualifications approved teaching experience, prorated per day based on the annual grid salary divided by the total number of teaching days in the school year.

L35.15 (a) Category placement based on qualifications of a Long-Term Occasional Teacher shall be determined under the current OSSTF Certification Chart.

(b) Increment - Effective first of the month following date of ratification, allowance for an additional year of teaching experience on the salary grid for a Long-Term Occasional Teacher shall be granted for each complement of one hundred (100) days of occasional teaching completed in one school year. Placement on the salary grid based on the number of years of approved teaching experience shall be determined as of September 1st of the school year.

(c) Grid Placement – Approved teaching experience shall be determined September 1st of the school year and shall include teaching experience as a certified probationary or permanent Teacher, a Long-Term Occasional Teacher with another Board, a Long-Term Occasional Teacher with The Hamilton-Wentworth District School Board and its predecessor Board, which has been performed in an Ontario elementary or secondary school day program plus other teaching experience if deemed equivalent by the Director of Education or designate. A full-time equivalency shall be established by totaling the number of months of teaching experience and dividing by ten (10) to determine the number of years of teaching experience. Any remainder of five (5) months or more shall be counted as a full year. Part-time teaching experience shall be prorated in the same proportion that the part-time experience bears to full-time experience.

(d) Effective September 1, 2017, subject to Ministry Guidelines on the recognition of teacher experience for teacher compensation grant purposes, applicable to Long-Term Occasional Teachers only.

Related experience will be recognized on the following basis:

- (i) Trade Experience (Journeyman, Tradesperson, or related experience with a technical certificate)
 - the experience is in excess of that required for admission to the Ontario Faculties of Education, and
 - the person is qualified, and the experience is directly related to the Teacher's qualifications.
- (ii) Business Experience (Accounting, Marketing, Data Processing/Computer Studies)
 - the experience is acquired after graduation from a Canadian university or its foreign equivalent and the experience is directly related to the Teacher's qualifications; or
 - the experience is in excess of five (5) years, subsequent to the obtaining of a Secondary School Honour Graduation Diploma or equivalent, or, alternatively, it is the experience above the basic years of experience required for admission into a recognized Teacher training course and the experience is directly related to the Teacher's qualifications.

- (iii) Related Work
 - equivalent full-time work experience directly related to the subject area the person is hired and the experience is directly related to the Teacher's qualification.
- (e) Each full year of recognized trade, business or related work experience rounded to the nearest year shall count as one (1) year of teaching experience on the grid. This recognized experience shall not pierce the maximum of the salary grid.
- (f) Related experience must be submitted from previous employers on company letterhead and must include the following information:
 - position,
 - description of duties,
 - time period in position,
 - hours worked.

Where an employee was self-employed or the business is no longer in existence, the Teacher is required to provide a notarized letter outlining the above information.

- L35.16 (a) A Long-Term Occasional Teacher shall be paid in accordance with the Teacher's qualifications and approved teaching experience, and related trade, business and work experience according to L35.15. The pay shall be based on the annual grid salary of the Bargaining Unit's permanent Teacher grid as set out in article L11.00 – Category Definitions of the Collective Agreement and shall be retroactive to the first day of the assignment. Retroactive payment shall be limited to the semester year in which the assignment commenced and to Long-Term Occasional Teachers who are teaching in the assignment during the period to which the retroactive increase applies. If proof of related experience as set out in L35.15 (d) is likely to be delayed beyond the end of the semester, and is beyond the control of the Teacher, and evidence of such is provided, the retroactive payment shall still be provided up to two (2) months after the completion of the assignment.
- (b) A Long-Term Occasional Teacher shall be paid at Year 0, Category 1 until such time as they provide proof of a higher category classification and/or year placement. The appropriate adjustments shall be made retroactive to the date on which the employment commenced providing the Occasional Teacher is in the assignment when the Board receives the documents. If the submission of the Rating statement is likely to be delayed beyond the end of the assignment listed above, and is beyond the control of the Teacher, the Teacher is required to notify the Human Resource Services Division, in writing, giving the reason for the delay.
- (c) Notwithstanding (a) above, in the event a new collective agreement is ratified for statutory Teachers which provides for retroactive pay increases, such retroactivity shall also apply to the pay of those Long-Term Occasional Teachers who were teaching a Long-Term Occasional Assignment during the period to which the retroactive increase applies.

L35.17 If an Occasional Teacher is assigned to substitute for a Continuing Education Teacher teaching credit courses in evening and/or summer school programs, the Occasional Teacher shall be paid the prevailing rate of pay for such assignment.

L35.18 A Professional Activity Day, shall not interrupt the continuity of an occasional teaching assignment.

L35.19 In the event of restructuring within the school, the Board may terminate the assignment of a Long-Term Occasional Teacher after having provided five (5) school days advance notice.

Benefits

L35.20 A Long-Term Occasional Teacher shall be paid an additional \$7.07 per day taught in lieu of benefits for the 2019-2020 year. The amount shall be paid on each pay period and shall be paid retroactive to the beginning of the 2019-2020 school year.

A Long-Term Occasional Teacher shall be paid an additional \$7.14 per day taught in lieu of benefits for the 2020-2021 year. The amount shall be paid on each pay period.

A Long-Term Occasional Teacher shall be paid an additional \$7.21 per day taught in lieu of benefits for the 2021-2022 year. The amount shall be paid on each pay period.

L35.21 During regular Occasional Teacher roster sign-up procedures, new Teachers shall be enrolled in the Teachers' Pension Plan. New Teachers already in receipt of a Teacher's Pension Plan pension may sign a waiver form, if allowable.

Working Conditions

L35.22 (a) A Long-Term Occasional Teacher's maximum number of supervision/on-call duties shall be prorated in the same proportion that the number of days of the Long-Term Teacher's assignment bears to the number of school days in a semester. On-call/supervision duties shall be assigned in the same manner as a contract Teacher.

(b) Supervision/on-call duties shall not be assigned to a Long-Term Occasional Teacher on any day when the teacher is assigned the fourth class.

L35.23 If a Short-Term Occasional Teacher is required, the Teacher's pay shall be prorated according to the number of periods covered, as:

One period, or one period and one-half period coverage = 1/3 day's pay

Two periods, or two periods and one-half period coverage = 2/3 day's pay

Three periods, or three periods and one-half period coverage = full day's pay

An Occasional Teacher may be assigned up to three and one-half periods per day.

L35.24 Should a Short-Term Occasional Teacher be required for less than a full day, the additional one-half period coverage shall be scheduled immediately before or immediately after the teaching period(s).

L35.25 An Occasional Teacher can accept jobs in two different locations in a day, only if the combined jobs do not exceed three (3) periods. The Board will endeavour not to provide APAs. Teachers can only accept jobs between two (2) schools where they are reasonably able to begin the assignment on time. The Teacher shall endeavour to notify the schools that they have accepted two jobs prior to the commencement of the job at the school/worksite.

L35.26 The Principal or designate shall ensure that each Occasional Teacher has reasonable access to classrooms, records, current seating plans, supplies, Personal Protective Equipment (PPE) where required, and all other amenities necessary to perform the duties assigned including independent access to classrooms. This shall include a current file of students with Safe Intervention Plans and Behaviour Support Plans.

L35.27 The Principal or designate shall arrange to provide space on a bulletin board for the Union to post notices relating to matters of interest to Teachers.

L35.28 The Principal or designate shall ensure that notices from the Board pertaining to Teachers shall be placed in the appropriate section of the bulletin board.

L35.29 As part of sign-up procedures newly hired Occasional Teachers will be directed to the employee web portal where they can locate the collective agreement.

- L35.30 Long-Term Occasional positions shall be posted in accordance with Ontario Regulation 274 under the Ontario Education Act as amended from time to time.
- L35.31 Long-Term Occasional Teachers working conditions shall be as per L17.00 and shall apply from the first day of the assignment.

Evaluation/Performance Appraisal for Occasional Teachers

- L35.32 Any criteria established by the Board, or modification to existing procedures, for evaluation of Occasional Teachers shall be developed in consultation with the Union.
- L35.33 An evaluation of an Occasional Teacher may be made at the discretion of the School Principal or Vice-Principal or appropriate Supervisory Officer.
- L35.34 Notwithstanding L35.33, upon request, the Board shall endeavour to provide an Occasional Teacher with a performance appraisal, up to a maximum of one (1) per school year.
- L35.35 Where the evaluation involves observation of the Occasional Teacher's classroom teaching, the Occasional Teacher will, under normal circumstances, be given two days' prior notice.
- L35.36 Any evaluation of an Occasional Teacher shall be made in writing and signed by the evaluator with a copy to the Occasional Teacher. The evaluation report shall be made to the Occasional Teacher at the earliest possible opportunity, but not later than five (5) working days from the date of evaluation.
- L35.37 The Occasional Teacher will be given an opportunity to read the evaluation, to sign it and to make any written comments the Occasional Teacher so desires. The Occasional Teacher's signature will indicate only that the Occasional Teacher has read the evaluation.
- L35.38 For Occasional Teachers in a Long-Term assignment of any duration, the administrator completing the appraisal shall use the employer's performance appraisal process for Long-Term Occasional Teachers.
- L35.39 For Occasional Teachers in a short term or daily assignment, the administrator completing the appraisal shall use the employer's performance appraisal process for Short-Term Occasional Teachers.

Occasional Teacher Roster

- L35.40 The Board shall maintain through the Smart Find Express (SFX) all Occasional Teachers who have been approved by the Board to teach in the secondary panel: certified and non-certified. The information contained by Smart Find Express (SFX) shall include each Occasional Teacher's name, address, phone number, certification and subject area in which the Occasional Teacher is capable of teaching.
- L35.41 An up-to-date Occasional roster shall be sent to the Union and the work sites the first day of school in September, November 1, and March 1 of each academic year. The changes due to additions or deletions made to the roster between these dates shall be sent to the Union and the work sites as soon as possible. Any such changes shall be posted on the Board's website.
- L35.42 Occasional Teachers shall update changes of permanent address, telephone numbers, etc. on the Employee Portal.
- L35.43 An Occasional Teacher who accepts a full-time probationary status with another Board shall advise the Human Resource Staffing Officer responsible for secondary staffing to remove their name from the active roster.

L35.44 Prior to being placed on the Occasional Teacher roster, an applicant must submit to the Human Resource Staffing Officer responsible for secondary staffing proof of certification and/or other documentation required by the Board.

L35.45 Prior to being placed on the roster, an applicant must successfully complete an interview with Board assigned personnel.

L35.46 The number of teachers on the Secondary School Occasional Teacher roster shall not exceed three hundred twenty-five (325) who are available for daily occasional teaching. The three hundred twenty-five (325) cap shall be exclusive of Long-Term Occasional Teachers and Occasional Teachers on leave. Retirees shall be counted as 0.25. It is understood that Teachers on the Recall List shall not be counted in the three hundred twenty-five (325) cap.

At the beginning of and throughout a school year the cap may exceed three hundred twenty-five (325) by Teachers returning from Long-Term Occasional Teaching assignments and those teachers returning from a leave of absence providing the Teacher sends a reactivation form to the Human Resources Staffing Officer by the last day of the existing school year. The Board will not hire to supplement the Occasional Teacher list unless the number of teachers available for daily occasional teaching is below three hundred twenty-five (325). Supporting documents include proof of certification, membership in Good Standing with the Ontario College of Teachers and all other documents required by legislation including Offence Declarations and Workplace Hazardous Materials Information System.

L35.47 (a) A person's name may be removed from the Occasional Teachers' roster for one or more of the following reasons only:

- (i) The person has obtained full-time employment as a teacher on probation or permanent status, or
- (ii) The person has not been paid or been assigned occasional teaching duties in secondary schools of this Board for at least ten (10) days during the previous school year, in day school, or home instruction (5 ½ hours equates to one day), or
- (iii) Failure of a person to complete and return the Reactivation Form and required documents as listed above in L35.46 to the Human Resource Staffing Officer by the last day of the school year for inclusion on the list for the following school year, or
- (iv) The person has made a written request to the Human Resource Staffing Officer responsible for secondary staff that the person's name be removed from the roster
- (v) Failure of a person to register with the Smart Find Express, or
- (vi) Just Cause.

(b) Prior to a person's name being removed from the roster for the reasons stated above, the Board shall inform the person by mail that his or her name will be removed, stating the reasons for such action.

(c) Only a person whose name appears on the Secondary Teachers' roster as provided in this article shall be used as an Occasional Teacher in the secondary worksites of the Board. A person who has completed the Board's pre-employment screening process and whose name will be added to the roster by the end of the next workday, where possible, will be deemed to be included on the roster.

- (d) The Board shall provide Reactivation Forms through the employee portal by April 1st of each year.

L35.48 An Occasional Teacher must complete and return a reactivation form and required documents listed above in L35.46 to the Human Resource Staffing Officer by the last day of the school year to be included on the Occasional Teachers' Roster for the next year.

L35.49 An Occasional Teacher who provides notification within the Smart Find Express that they will be unavailable for assignments for a defined period of time up to the end of the current school year shall be considered unavailable for that period of time. If the Occasional Teacher's absence extends for the entire school year, the Occasional Teacher will be required to complete and return a reactivation form and required documents to the Human Resource Staffing Officer by the last day of the school year in order to be considered available for assignment for the next school year.

L35.50 When the Occasional Teacher applies to the reactivation notice sent out under L35.43, the Occasional Teacher will be given the opportunity to indicate interest in Long-Term Occasional, full or part-time secondary teaching with the Board. Occasional Teachers who are added to the roster will likewise be given the opportunity to indicate interest in such positions.

L35.51 The Occasional Teacher's name will remain on the active Occasional Teacher's roster with a notation that the Occasional Teacher is unavailable for assignment. When the leave expires, the notation of leave will be removed. All Occasional Teachers on statutory leave must re-activate their names, and if the leave is still in effect in September, the notation of leave will remain on the Occasional Teacher List until the leave expires.

L35.52 The Board shall provide a seniority roster ordered by seniority according to the date of hire on myHWDSB.

Long Term Occasional Teacher List

L35.53 The Board shall maintain a preferred hire list called the LTO list of those Occasional Teachers who have met the criteria. The list shall be made available to the Bargaining Unit President or designate. Any changes or additions shall be provided to the Bargaining Unit within two weeks of such changes being made. The list shall be updated once each school year; the changes will be effective the first day of the school year. Any such changes shall be posted on the Board's website.

L35.54 For Occasional Teachers that meet the criteria to be interviewed for the LTO list and who request an interview, the Board shall provide an interview outside of the workday, when requested.

Teacher Files

L35.55 As per the permanent Teachers' collective agreement article L28.00 Teacher Files/Discipline.

Just Cause

L35.56 No Occasional Teacher shall be disciplined or discharged without just cause.

L35.57 Each Teacher shall be provided in writing with all derogatory notations or disciplinary action, which is placed in the Teacher's file. Any comments or rebuttal the Occasional Teacher wishes to make pursuant to any derogatory or disciplinary action shall be inserted in the file.

Short Term Leaves of Absence

Bereavement Leave

L35.58 A Long-Term Occasional Teacher shall be granted bereavement leave in accordance with the following:

- (a) For absence occasioned by the death of a partner, child, parent, or sibling of the Occasional Teacher or the Occasional Teacher's partner, leave shall be granted without loss of salary

or deduction from the Sick Leave for a period not exceeding four (4) working days. The absence on the day of death is not included in the calculation of the leave.

- (b) For absence occasioned by the death of other relatives of the Occasional Teacher or the Occasional Teacher's partner, leave shall be granted without loss of salary or deduction from the Sick Leave for a period not exceeding three (3) working days. The absence on the day of death is not included in the calculation of the leave.
- (c) For absence occasioned by the death of a close friend, leave shall be granted without loss of salary or deduction from the Sick Leave for a period not exceeding one (1) day for the purpose of attending the funeral.
- (d) The Superintendent of Human Resource Services or Designate may grant one (1) additional day.

Note: It is understood bereavement leave shall begin within seven (7) calendar days following the date of death or later if under extenuating circumstances.

Attendance at Court or Tribunal

L35.59 A Long-Term Occasional Teacher shall be granted a leave of absence from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which the Long-Term Occasional Teacher is not a party or one of the persons charged and shall be paid the applicable earnings under L35.13 – L35.19. It is understood that such payment by the Board shall only be made for the period of time the Occasional Teacher would have been otherwise employed on the occasional teaching assignment.

Quarantine

L35.60 A Long-Term Occasional Teacher shall be granted a leave of absence with pay as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon their duties. It is understood that such payment by the Board shall only be made for the period of time the Occasional Teacher would have been otherwise employed on the occasional teaching assignment.

Paternal Leave

L35.61 For absence occasioned by the birth or adoption of a child, the Board shall grant a Long-Term Occasional Teacher, upon written request, a leave of absence for a period not exceeding two days. This leave shall be granted on the following days: the day of birth, the day of hospital release or when the child comes into the care and custody of the parents. This leave shall not be deducted from the Teacher's sick leave.

Holy Days

L35.62 Leave shall be granted with pay and without deduction of sick leave credits to a Long-Term Occasional Teacher for recognized religious holy days that occur on a regular work day, as identified in the HWDSB Holy Day calendar. Requests for days not identified in the Board's Holy Day Calendar will be considered. Such requests must be submitted in writing to the Human Resource Staffing Officer.

Compassionate Leave and Personal Leave Days

L35.63 A Long-Term Occasional Teacher who has been hired into an assignment for ninety-seven (97) school days shall be eligible for:

- (a) Compassionate Leave – A Long-Term Occasional Teacher may be allowed a leave(s) of absence for compassionate reasons, subject to the approval of the Superintendent of Human Resource Services or designate for a period of two (2) days, but in no case shall the special leave be greater than three (3) days in any one academic year. Such leave will be without loss of salary and will not be deducted from the Teacher's sick leave credit account.

- (b) Personal Leave - A Long-Term Occasional Teacher shall be granted a leave of absence for personal reasons up to a maximum of one (1) day in any one semester assignment. Any personal leave day not utilized in semester one (1) can be carried over and utilized in semester two, if the Teacher obtains another ninety-seven (97) day contract. In no case shall the leave be greater than two (2) days in any academic year. Such leave will be without loss of salary and will not be deducted from the Teacher's sick leave. Except in an emergency, the Teacher will provide the Principal with written notice, seventy-two (72) hours in advance of the leave, with the exception of leaves for emergencies, in a school with less than fifty (50) Teachers, a maximum of one (1) Teacher per day per school will be given the leave and in a school with fifty (50) or more Teachers, a maximum of two (2) Teachers per day per school will be given the leave.

Sick Leave

- L35.64 Sick leave shall be cumulative from one long-term assignment to another within the same school year as per the Central Agreement. Sick leave shall not accumulate beyond June 30th of the school year.
- L35.65 To qualify for sick leave, a Teacher who is absent from the Teacher's duties for a period exceeding five (5) consecutive working days must produce a certificate of illness from a qualified physician or licentiate of dental surgery and (if required by the Board) a further certificate from the Medical Officer of the Board.
- L35.66 Teachers in Long-Term Assignment(s) shall have their allocated sick leave posted in the Employee Web Portal. Such leave allocation shall be updated as the assignment(s) change. Posted sick leave allocation will be allocated in accordance with Article C9.00 (f).

Pregnancy Leave

- L35.67 Pregnancy Leave SEB top up shall apply only to Occasional Teachers who are employed in a Long-Term Occasional assignment at the time of commencement of the pregnancy leave and the leave shall apply only for the length of time that the Occasional Teacher would have otherwise been in that assignment had she not had a pregnancy leave.
- L35.68 Occasional Teachers not in long term occasional positions shall be entitled to pregnancy leave, but shall have no entitlement to SEB top up. During the year(s) that the Teacher is on pregnancy and/or parental leave, the requirement for the days worked to remain on the roster shall be waived.
- L35.69 Pregnancy Leaves granted under the provisions of this Article shall be in accordance with the provisions of The Ontario Employment Standards Act, R.S.O. 2000, as amended.
- L35.70 The Board shall grant to a pregnant Occasional Teacher, who has been in its active employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Pregnancy Leave of seventeen (17) weeks or such shorter leave as the Occasional Teacher requests. The leave may commence anytime within the seventeen (17) weeks prior to the expected date of birth but in no case later than the day of birth.
- L35.71 Requests for Pregnancy Leave shall be made in writing to the Human Resource Staffing Officer responsible for secondary staffing as far in advance as possible but in no case any later than two (2) weeks before the expected date of birth.
- L35.72 The written request for a Pregnancy Leave shall contain:
- (a) the start date of the Pregnancy Leave, and
 - (b) the end date of the Pregnancy Leave.

Parental Leave

- L35.73 For the purpose of Parental Leave, parents shall be defined as one of the following:
- (a) natural parent.
 - (b) adoptive parent.
 - (c) any person in a relationship of some permanence with the parent of the child.
- L35.74 Upon application in writing, an employee of the Board who is a parent of a child is entitled to a leave of absence without pay following:
- (a) the birth of the child, or
 - (b) the coming of the child into custody, care and control of a parent for the first time.
- L35.75 The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into custody, care and control of a parent for the first time.
- L35.76 A Long-Term Occasional Teacher shall be entitled to a statutory pregnancy/parental leave as outlined in The Ontario Employment Standards Act, R.S.O. 2000, as amended.
- L35.77 A Long-Term Occasional Teacher who goes on pregnancy/parental leave who has qualified and paid the full premium cost for benefits shall have the option of maintaining those benefits to the original date of completion of the assignment or reimbursement of the premiums remaining. If the reimbursement option is elected, the Teacher will notify the Human Resource Staffing Officer responsible for secondary staffing, in writing, within 10 days of taking the leave.

Cancellations/School Closures**Occasional Teacher's Services Not Required**

- L35.78 An Occasional Teacher who is engaged for an assignment, who reports, and who finds their services are not required, shall be paid for the length of the assignment and shall be given an assignment for that period of time.

Lates

- L35.79 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided the Occasional Teacher arrives within two (2) hours of receiving such late request.

Emergencies

- L35.80 Where the Board authorizes the closing of a school during regular school hours, an Occasional Teacher will receive the appropriate salary for the balance of the scheduled assignment.

Cancellations

- L35.81 Exclusive of school closures due to inclement weather, the Board shall give a minimum of three (3) hours notice of cancellation of any pre-arranged assignment. Should cancellation of a pre-arranged assignment occur without three hours notice, the Board shall pay the Occasional Teacher for that assignment in accordance with L35.13. In the event of school closures due to inclement weather, the Occasional Teacher, as a Board employee, will be covered by Board Policy.
- L35.82 In all cases where an Occasional Teacher receives pay under this Article, the time for which the Occasional Teacher is paid shall be treated in all other respects as if it were time worked.
- L35.83 An Occasional Teacher shall not abandon one assignment for another without giving SFX twenty-four (24) hours' notice unless an arrangement can be made between the schools involved.

Pay Schedule

- L35.84 An Occasional Teacher shall be paid according to the two (2) week pay schedule of the Board, with a two (2) week time lapse.

LETTERS OF AGREEMENT

LETTER OF AGREEMENT #1

Re: Allowance Structure

Effective September 1, 2019, the following allowance structure will be paid to Teachers:

	Sept19	Sept20	Sept21
Department Head Allowance	\$3,627	\$3,663	\$3,700
Assistant Department Head	\$694	\$701	\$708
Consultant	\$7,257	\$7,330	\$7,403
System Secondary Alternative Education Program Leader	\$5,529	\$5,584	\$5, 641
Library Learning Commons Lead Teacher – Qualified with Library Part 1 and with a minimum of 4 lines	\$3,627	\$3,663	\$3,700
Special Assignment Teacher	\$1,677	\$1, 694	\$1,711
Extra University Degree (providing the degree is at the Master's level or higher and not used category placement - For new allowances, payment will be made first of the month following registration with the Board)	\$1,261	\$1,274	\$1,287
2 nd Degree Allowance – No new allowances to be paid. Those Teachers currently receiving the allowance will maintain the allowance	\$1,261	\$1,274	\$1,287
Diplomas (ARCT, ACTIM, AOCA, CGA, CA, or CMA)	\$513	\$518	\$523
Computer Liaison Teachers	\$940	\$949	\$959

Section 23 Teachers

Elementary Certificate in Special Education	\$360	\$363	\$523
Intermediate Certificate in Special Education	\$716	\$723	\$730
Specialist Certificate in Special Education The allowance shall only be paid for the highest certificate by the Teacher and the certification has not been used for category placement	\$1,077	\$1,088	\$1,099
Lead Teacher, Section 23	\$5,044	\$5,094	\$5,145

LETTER OF AGREEMENT #2

Re: Non-Credit Transitional Courses

The hourly rate of pay for non-credit transitional courses will be:

September 1, 2019	\$42.79
September 1, 2020	\$43.22
September 1, 2021	\$43.65

(Hourly rate inclusive of Holiday and Vacation pay. Courses may be cancelled due to insufficient enrolment).

LETTER OF AGREEMENT #3

Re: Sick Leave Allocation

The parties agree to the following:

1. This letter of agreement shall be inserted into the back of the Collective Agreement and listed as Letter of Agreement #3 to replace Letter of Agreement #3 Re: Accommodating Employees.
2. When a Teacher is absent for less than a school day, the sick leave deduction shall be prorated based on the actual number of classes (i.e. instructional periods) missed. All absences are coded and entered as follows:

1 instructional period	=	0.33 absence
2 instructional periods	=	0.67 absence
3 instructional periods	=	1.0 absence
3. Teachers shall not have sick leave deducted for absences during their unassigned period.
4. Teachers who need to leave the school during their unassigned period shall let a member of the Administration team know in advance and should sign out following the school's established process for monitoring staff who are out of the building for any reason.
5. When an unavoidable situation arises, and an absence conflicts with an on-call and/or scheduled supervision duty, the Teacher must advise a member of the Administration team as soon as possible so that alternate arrangements for coverage of the duty can be made.
6. Absences during unassigned periods shall not be unreasonably withheld.
7. This letter of agreement is subject to review. The Board will meet with the Union for discussion and agreement prior to implementing any changes. Such agreement will not be unreasonably denied.

LETTER OF AGREEMENT #4

RE: Top-Up Days under STLDP

The parties agree that the Bargaining Unit Officers that were on Federation Leave prior to the ratification of the September 1, 2014 to August 31, 2017 collective agreement shall be provided with 11 (eleven) days for top-up purposes in the first year returning to the classroom after Federation Leave.

LETTER OF AGREEMENT #5

RE: Occasional Teacher to Permanent Teacher Placement

As per the Board's practice, no Teacher's placement on the permanent Teacher's salary grid on the basis of teaching experience shall be less than what was calculated while on the Long-Term Occasional assignment immediately preceding their date of hire to the permanent Bargaining Unit.

LETTER OF AGREEMENT #6

RE: Report Cards for Self-Contained Classes

The parties agree that as of September 1, 2021, the Board will transition to the Provincial Report Card for the purposes of reporting for Special Education students in a self-contained class.

LETTER OF AGREEMENT #7

RE: Exams for Self-Contained Classes

The parties agree to the following:

1. Students in self-contained special education classes will attend school on all days, except the Professional Development Days.
2. Teachers in self-contained special education classes will be provided with one unassigned period and a forty (40) minute uninterrupted lunch on each of the exam days.
3. Teachers allocated to self-contained special education classes will be provided with two (2) days or periods of unassigned time each semester. The unassigned time will be allocated in accordance with the number of assigned self-contained classes each semester.
4. Unassigned time is to be utilized at the worksite with at least one week's notice provided by the Teacher or in less time provided by mutual agreement.
5. This letter of agreement is to be in effect until the completion of the 2020/2021 school year. At such time, the parties agree to meet and discuss a renewal. Should no agreement be reached, the letter of agreement on Special Classes during Final Examination Days signed by Ken Bain and Carl Chopp shall have standing.

LETTER OF AGREEMENT #8

RE: Department Head Job Description

The job description and posting language of a Department Head shall be as follows:

<i>Dept. Head Description</i>	<i>Job Posting Language</i>
<p><u>Dept. Head Responsibilities</u></p> <p>The Department Head will support program delivery within the department for the purpose of promoting student learning and learning pathways by:</p> <ul style="list-style-type: none">● Providing leadership in the development implementation, and review of curriculum in conjunction with the Principal to facilitate curriculum delivery in accordance with the policies determined by the Ministry of Education and the HWDSB and the school within which the department is located.● Providing guidance, direct assistance and/or facilitation with department members as needed.● Assisting teachers in the development of best practices in student assessment, evaluation and reporting.● Facilitation the delivery of program, learning and the success of students.● Facilitating the development of professional relations and communications of teachers.● Making recommendations to the principal regarding budget, equipment, assignments and staff timetable allocations, facility and/or resource requirements.	<p>The Department Head is a member of the Leadership Team of the school and will have school-wide responsibilities. The Head will be student-centered in their focus, goal-oriented and committed to personal growth and development as a leader. They will demonstrate the qualities of an exemplary Teacher and act as a role model for others. The Head will show expertise and strength in building professional relations, classroom management, curriculum development, and student focused instructional strategies. All Headships will include facilitating the success of students, staff learning, assessment and evaluation and curriculum development or other initiatives in the department.</p> <p>RESPONSIBILITIES</p> <p>Assist the Principal/designate as follows:</p> <ul style="list-style-type: none">● Recommend the assignments and staff timetable allocations to implement the academic program.● Provide direct assistance to staff.● Make recommendations to the Principal regarding budget, equipment, timetabling for staff and students, facility and/or resource requirements in the department.● Facilitate, support and contribute to the development of the processes in the department and school.

<ul style="list-style-type: none"> • Encouraging and facilitating the inclusion of technology and technological applications in program delivery. • Working collaboratively with the Principal to develop and facilitate the implementation of the school improvement plan. • Performing other duties as directed by the Principal of the school in accordance with the Education Act, its associated regulations, other legislation, HWDSB policies and the collective agreement. <p><u>Assistant Department Head Responsibilities</u> The Assistant Department Head shall assist the Department Head in the performance of the duties referenced in the above under the authority of the Principal.</p>	<ul style="list-style-type: none"> • Facilitate, promote and lead professional learning for staff. • Model, promote and support effective practices for staff in the areas of professional relations, safe workplace practices. Classroom management, curriculum, assessment, evaluation, and student focused instructional strategies. <p><u>Assistant Department Head Description</u> Assist the Department Head</p>
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Any changes to the letter of understanding will be mutually agreed to by the Parties.

LETTER OF AGREEMENT #9

RE: Adult Online Credit Program

The parties agree to meet no later than October 1, 2020 to discuss the Adult Online Credit Program. Discussions will include, but are not limited to, the current structure, requirements and allocation of the Adult Online Credit program.

LETTER OF AGREEMENT #10

RE: “Apply to Education” Training

The Board agrees to the following:

1. This letter of agreement shall be inserted into the back of the Collective Agreement and listed as Letter of Agreement #10 Re: “Apply to Education” Training;
2. The Board shall make available an online training module on the use of Apply to Education for Secondary Teachers;
3. The training shall include, but not be limited to, how to create an account with Apply To Education, how to apply to job postings and how to receive email job alerts;
4. The online training module will be available to Secondary Teachers no later than September 2020;
5. In the event that a Teacher requires additional support for Apply to Education training, the Board agrees to provide training during the paid work day.

LETTER OF AGREEMENT #11

RE: Tier III Programs:

The parties agree to meet by November 1, 2020 to discuss the Tier III Staffing related to Secondary Program strategy prior to the 2021/2022 school year. The meeting will involve the Superintendent of Human Resource Services, the Superintendent of Programs, Human Resource Staffing Officer, Principals and representatives of the Federation.

LETTER OF AGREEMENT #12

Re: Placement of Permanent Teachers

The parties agree to the following when determining whether the lines the Teacher is placed into will become the permanent school or a temporary school placement for the following semester, the following process will be followed:

- i) Permanent School - Teachers placed at the June staffing meeting into six (6) permanent lines
- ii) Permanent School – Teachers placed at the January staffing meeting into three (3) permanent lines
- iii) Permanent School – teachers placed at the January staffing meeting into two (2) permanent lines and one (1) LTO line
- iv) Temporary School – Teachers placed at the June staffing meeting into three (3) permanent lines
- v) Temporary School – Teachers placed at the June staffing meeting into LTO lines
- vi) Temporary School – Teachers placed at the January staffing meeting into LTO lines
- vii) Temporary School – Teachers placed at the January staffing meeting into two (2) LTO lines and one (1) permanent line

LETTER OF AGREEMENT #13

Re: Library Learning Commons Lead Teacher

The parties agree to the following:

1. Effective the 2021/2022 school year, subject to agreement on working conditions and job description, the full time Library Learning Commons Lead Teacher will be a posted position with a six (6) year term. The teacher in this role is subject to surplus and redundancy.
2. The Board will meet with the Federation, in accordance with Article L26.01, to jointly develop the working conditions and job description.
3. Any applicants must have a minimum of Library Part 1 as a qualification. Any other qualifications may form discussions on the creation of working conditions and job description.
4. The Library Learning Commons Lead Teacher shall be assigned a minimum of four (4) lines in the library learning commons area each school year.
5. The Library Learning Commons Lead Teacher will be provided with an allowance as outlined in Letter of Agreement #1 re: Allowance Structure.
6. Should the Library Learning Commons Lead Teacher no longer wish to continue in the position for the following school year, they will provide notice to the Board no later than April 15.
7. Notwithstanding #6, the Library Learning Commons Lead Teacher shall have access to leaves as set out in Article L7.00. Under such circumstances, an Acting position would be posted in accordance with the rules set out for Positions of Added Responsibility.

LETTER OF AGREEMENT #14

Re: Employment Insurance (EI) Waiting Period and Supplementary Employment Benefits

As a result of the changes in the waiting period for maternity and parental EI benefits being reduced from two weeks to one week, the Parties agree to the following terms for all Teachers eligible for maternity top up as set out in Part A of the Collective Agreement.

1. The Board will provide a weekly benefit payable for one (1) week-waiting period at a weekly rate equal to 100% of the Teacher's normal weekly earnings providing the Teacher is eligible for pregnancy leave benefits under E.I. and makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.
2. The Board will provide a top-up to 100% of the Teacher's normal salary for up to six (6) weeks of pregnancy leave immediately following (1) above and additional supplement to be the equivalent of 100% of one week of the member's salary. No Teacher will receive more than 100% of their earnings in any given week.
3. A Teacher who is eligible for E.I. benefits may only use the provisions as set out in (1) and (2) above.

4. A Teacher who is not eligible for E.I. benefits and who provides approved medical documentation for the need may use sick day leave credits up to the number available to them under the Board's sick leave plan.

5. The total amount paid by the Board shall not exceed what the member would have earned at two (2) weeks of 100% pay and six (6) weeks of top-up from their EI rate to 100% of their regular pay.

LETTER OF AGREEMENT #15

Re: E-Learning Summer School Rate of Pay

1. A Teacher that delivers E-Learning will be paid at the following rate for each unit marked:

September 1, 2019	\$ 8.36
September 1, 2020	\$ 8.44
September 1, 2021	\$ 8.52

(Rate of pay per unit marked/Hourly rate inclusive of Holiday and Vacation pay. Courses may be cancelled due to insufficient enrolment).

2. A Teacher that delivers E-Learning shall be assigned a minimum of two (2) real or virtual office hours and during that time will be paid at the Continuing Education hourly rate as set out in Article L34.18 (a).

Dated at Hamilton this 10TH day of June 2020.

ON BEHALF OF
THE HAMILTON-WENTWORTH
DISTRICT SCHOOL BOARD


J. Nunn
Superintendent of Human Resource Services


P. Hutton
Manager, Labour Relations


B. Torrens
Superintendent of Programming


M. Visca
Principal

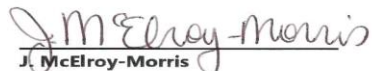

D. Kay
Labour Relations Officer


D. Steele
Human Resource Staffing Officer

ON BEHALF OF
OSSTF DISTRICT 21
TEACHER/OCCASIONAL TEACHERS'
BARGAINING UNIT


D. Jerome
President


T. Powell
Chief Negotiator


J. McElroy-Morris
1st Vice President


G. Corey
Vice Chair CBC Rep

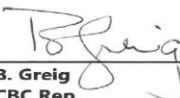

B. Greig
CBC Rep

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PART B – OCCASIONAL TEACHER LOCAL TERMS

ARTICLE 1

PURPOSE

- 1.01 It is the intent and purpose of the parties to this Agreement (hereinafter referred to as the "Agreement"):
- (a) To set forth reasonable and fair terms and conditions of employment and other related provisions together with salaries, allowances and related benefits to provide for the equitable settlement of all matters in dispute arising out of the interpretation of this Agreement.
 - (b) To maintain and improve harmonious relations between the Board and OSSTF/FEESO District 22.
 - (c) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, etc.
 - (d) To encourage best practices that ensure the delivery of effective public education and to commit to the principles of equity and diversity.

ARTICLE 2

RECOGNITION

- 2.01 The District School Board of Niagara, hereinafter referred to as "the Board", recognizes the Ontario Secondary School Teachers' Federation, OSSTF/FEESO hereinafter referred to as "the Bargaining Unit", as the exclusive bargaining agent for all occasional teachers employed by the District School Board of Niagara in all its secondary schools.
- 2.02 Part-time teachers employed under the Collective Agreement for regular day-school Secondary Teachers who are accepted by the Board for additional employment as occasional teachers shall be covered by this Agreement in respect of such Occasional Teaching employment. Part-time Teachers who have agreed to work as an occasional teacher shall be placed on the Occasional Teacher Roster upon hire as an occasional teacher.
- 2.03 The Board recognizes the Negotiating Committee of OSSTF/FEESO District 22 as the official body to represent the Occasional Teachers in the secondary panel and to negotiate on their behalf.

- 2.04 Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly appointed representative to assist, advise or represent it in all matters pertaining to negotiation of this Agreement.
- 2.05 Up to four (4) occasional teachers serving on the Negotiating Committee shall receive salary for each day spent negotiating with the Board's Negotiating Committee prior to conciliation. OSSTF/FEESO District 22 will reimburse the Board for any associated costs.
- 2.06 Whenever the Board or agent of the Board deems it necessary to censure an occasional teacher for his or her professional conduct or competence as a teacher, the occasional teacher shall be entitled to be accompanied by a representative from OSSTF/FEESO District 22 at any meeting convened. The Board or its agent shall inform the occasional teacher of this entitlement prior to convening any such meeting. If the occasional teacher elects to have a representative from OSSTF/FEESO District 22 present, the meeting shall not take place until a representative is available. If the occasional teacher elects not to have an OSSTF/FEESO District 22 representative present, prior to the continuation of the meeting, the occasional teacher, will be given the opportunity to call the President of OSSTF/FEESO District 22.
- 2.07 No occasional teacher under this Agreement shall be required or permitted to make any written or verbal agreement with the Board which may conflict with the terms of this Collective Agreement.
- 2.08 When a representative of OSSTF/FEESO District 22 comes into a workplace to speak to a member about union business, the OSSTF/FEESO District 22 representative will first report to the Main Office, in accordance with Board Policy G-10.

ARTICLE 3

TERM OF AGREEMENT

- 3.01 This agreement shall become effective September 1, 2019 unless otherwise specified upon the date of signing of the Agreement and shall remain in full force and effect until August 31, 2022 and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date, that it desires to negotiate with a view to renewal, with

or without modifications, of this agreement, in accordance with the *Ontario Labour Relations Act*.

3.02 Notwithstanding 3.01 above, the parties, by mutual agreement, may commence negotiations for a renewal of the collective agreement prior to the ninety (90) day notice period.

3.03 It is understood and agreed that in the event a new agreement has not been reached by the date of expiry of the present agreement, all terms and provisions of the present agreement shall continue in force and effect until such time as it is superseded by a new agreement in accordance with the provisions of the *Ontario Labour Relations Act*.

3.04 This agreement shall form the basis of computing all salaries and other conditions for all occasional teacher members of OSSTF/FEESO District 22. Any amendments to this agreement shall be made in writing and by mutual consent of the parties in accordance with their respective procedures.

ARTICLE 4

DEFINITIONS

4.01 "Occasional teacher" shall bear the meaning given in the *Education Act*, as amended from time to time. The current meaning set out in the *Education Act* is as follows:

"A teacher is an occasional teacher if they are employed to teach as a substitute for a teacher or temporary teacher who is or who was employed by the board in a position that is part of its regular teaching staff including continuing education but,

- (a) if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as the substitute for them shall not extend past the end of the school year in which the death occurred; and
- (b) if the teacher substitutes for a teacher who is absent from their duties for a temporary period, the teacher's employment as the substitute for them shall not extend past the end of the second school year after their absence begins."

- 4.02 "Short-term Occasional Teacher" means a teacher who is required to teach in the same teaching assignment for a period that is ten (10) consecutive teaching days or less.
- 4.03 "Long-Term Occasional Teacher" means a teacher who is required to teach in the same teaching assignment for a period that is longer than ten (10) consecutive teaching days.
- 4.04 "Probationary Occasional Teacher" shall mean an Occasional Teacher who has been on the Occasional Teacher Roster for less than one (1) year from the day they are appointed to the Occasional Teacher Roster.
- 4.05 "Day(s)" shall mean the school day as defined in the *Education Act* and Regulations.
- 4.06 "Occasional Teacher" means an occasional teacher who holds a valid Ontario Teacher's Certificate or equivalent and is a member in good standing with the Ontario College of Teachers. Occasional Teachers will promptly advise the Board of any changes in status if they are on a letter of permission or holding a transitional Ontario College of Teachers certificate.
- 4.07 "Negotiating Committee" refers to the body of duly constituted representatives according to the Constitution and By-Laws of the Bargaining Unit.
- 4.08 "Occasional Teacher Roster" means a roster of all occasional teachers who have been accepted by the Board to teach as occasional teachers in the secondary panel of the District School Board of Niagara and shall be deemed to include those individuals as provided for in Article 2.02.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.01 The Board has the right to manage its school system and all rights shall remain exclusively with the Board except as specifically limited by the provisions of this agreement and the statutes and regulations pertaining to education in the Province of Ontario. Without restricting the rights set out above, OSSTF/FEESO District 22 recognizes the right of the Board to:

- (a) Hire, direct and place all occasional teachers. To discipline, suspend and discharge, for just cause, any occasional teacher subject to the right of OSSTF/FEESO District 22 to lodge a grievance on behalf of the occasional teacher in a manner and to the extent herein provided;
- (b) To determine, plan and control the nature and the quality of teaching programmes and subjects to be taught in the school system;
- (c) To operate and manage its school system in accordance with its obligations and to make and alter, from time to time, policies and procedures to be observed by the occasional teachers, which policies and procedures shall not be inconsistent with the provisions of this Agreement.

5.02 Current Board policies are available electronically to OSSTF/FEESO, District 22 and all members covered by this Collective Agreement.

ARTICLE 6

DUES CHECK-OFF

6.01 The Board shall deduct from the salary of each occasional teacher OSSTF dues in accordance with the constitution and by-laws of OSSTF. Dues deducted under this Article shall, no later than the fifteenth (15th) day of the month following the date on which the deductions were made, be remitted to the Treasurer of OSSTF/FEESO at Mobile Drive, Toronto, Ontario M4A 2P3. The payment shall be accompanied by a dues submission list showing the names, wages earned, number of days worked and dues deducted.

6.02 The Board shall deduct from the salary of each occasional teacher a Local dues levy (when notified by OSSTF/FEESO District 22) for every pay period for which an occasional teacher receives a pay cheque an amount to be stipulated to the Board by OSSTF/FEESO District 22 in accordance with the constitution and by-laws of OSSTF/FEESO District 22. The amount of the levy to be deducted shall be stipulated in writing to the Board immediately following any amendment. The Board will implement any changes in such dues in the first available pay period following such notice or at such later date as may be mutually agreed. Dues deducted under this Article shall, no later than the fifteenth (15th) day of the month following the date on which the deductions were made, be remitted to the Treasurer of District 22 Niagara OSSTF/FEESO at the

District 22 Office. The payment shall be accompanied by a dues submission list showing the names, wages earned, number of days worked and dues deducted.

- 6.03 OSSTF/FEESO Provincial Office and/or OSSTF/FEESO District 22 as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by OSSTF/FEESO Provincial Office and/or OSSTF/FEESO District 22.

ARTICLE 7

NO DISCRIMINATION

- 7.01 The Board and OSSTF/FEESO District 22 agree that there shall be no discrimination, interference, restraint or coercion exercised or practised upon any occasional teacher because of membership in OSSTF/FEESO District 22. The Board recognizes its obligations to fulfill all of the statutory requirements contained within the *Human Rights Code*.

ARTICLE 8

NO STRIKES - NO LOCKOUTS

- 8.01 The Board agrees that there shall be no lock-out of occasional teachers and OSSTF/FEESO District 22 agrees that there shall be no strike action so long as this Agreement continues to operate. Lockout and strike shall be defined in the *Ontario Labour Relations Act*, as amended from time to time.
- 8.02 In the event of a strike by employees of the Board other than Members of OSSTF/FEESO District 22, the Board and OSSTF/FEESO District 22 recognize the following considerations:
- (a) Members of OSSTF/FEESO District 22, employed by the Board are bound to honour the terms and conditions of the Collective Agreement under which they have been hired, subject to applicable legislation and regulations;
 - (b) Where other Board employees are on strike and picket a Board operated or owned facility, a Member of OSSTF/FEESO District 22 is in breach of their employment with the Board if the Member fails to enter the Board operated or owned facility and carry on their duties, unless prevented from doing so due to circumstances beyond the Member's control;

- (c) A Member of OSSTF/FEESO District 22 is not in breach of their employment with the Board if the Member refuses to enter a Board operated or owned facility that is closed by the Medical Officer of Health;
- (d) A Member of OSSTF/FEESO District 22 shall, if directed, be required to fulfill their professional duties, subject to the Acts and Regulations, at another location designated by the Board;
- (e) When other Board employees are on strike, a Member of OSSTF/FEESO District 22 shall carry on their regular professional duties to the best of the Member's ability without assuming functions that are normally discharged by the Board employees on strike.

ARTICLE 9

CORRESPONDENCE

9.01

All correspondence between the parties arising out of this collective agreement shall pass to and from the Director of Education or designate and to and from the President of District 22, OSSTF/FEESO or designate. All electronic correspondence shall be addressed to the other party using the Board's Email Platform (Currently Outlook) accounts.

ARTICLE 10

GRIEVANCE PROCEDURE

10.01

- (a) It is the mutual desire of the parties that an alleged violation of the Collective Agreement by an occasional teacher or Board shall be addressed as promptly as possible and at the lowest administrative level possible.
- (b) If the alleged violation of the Collective Agreement cannot be resolved informally by consultation, the grievance procedure set out herein shall constitute the formal procedure to settle the grievance.

10.02

- (a) A grievance shall be determined as any difference of opinion involving the interpretation, application, administration, or alleged violation of any term, provision, or condition of this Agreement including any question as to whether a matter is arbitral.

- (b) A "party" shall be defined as:
- (1) the Bargaining Unit
 - (2) the Board
- (c) "Days" shall mean regular school days unless otherwise indicated.
- (d) "Individual Grievance" shall mean a grievance instituted by the Bargaining Unit on behalf of one of its members.
- (e) "Group Grievance" shall mean a grievance lodged by the Bargaining Unit on behalf of more than one of its members, all of whom are similarly affected.
- (f) "Policy Grievance" shall mean a grievance that has general application, i.e. not confined in scope to an individual, and may be lodged by either the Board or the Bargaining Unit.

10.03 The parties may elect to be represented by counsel or representatives of their respective organizations at any stage of the grievance/arbitration procedure.

10.04 The time limits fixed in this grievance procedure may be extended by mutual consent of the parties to this Agreement.

10.05 There shall be no reprisals of any kind taken against any Board employee because of participation in the grievance or arbitration procedure under this Agreement.

10.06 Informal Stage

Any alleged violation of the Collective Agreement to be recognized as a grievance must first be discussed by the occasional teacher or Bargaining Unit representative with the Principal or immediate supervisor. The occasional teacher has the right to OSSTF/FEESO District 22 representation at any meeting. If the grievor is unable to resolve the alleged violation of the Collective Agreement OSSTF/FEESO District 22 may file a formal grievance at Step 1.

10.07

OSSTF/FEESO District 22 shall have the right to file an Individual or Group Grievance at Step 1, as set out below. OSSTF/FEESO District 22 or the Board shall have the right to file a Policy Grievance at Step 1, as set out below.

(a) **Step 1 (Individual or Group Grievance)**

If the reply of the immediate supervisor of the grievor at the Informal Stage is not acceptable to OSSTF/FEESO District 22, within twenty (20) school days OSSTF/FEESO District 22 may file a written grievance to the Labour Relations Manager. The Superintendent of Human Resources (or designate) shall hear the grievance within ten (10) school days of receipt of the grievance and answer the grievance in writing within ten (10) school days after the Step 1 grievance meeting.

The written grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Agreement; and
- ii) a statement of the facts to support the grievance; and
- iii) the relief sought; and
- iv) the signatures of the duly authorized officials of the Bargaining Unit of District 22, OSSTF/FEESO.

(b) **Step 1 (Policy Grievance)**

Within twenty (20) school days of an unsatisfactory resolution at the informal stage, OSSTF/FEESO District 22 may file a policy grievance at Step 1. The Superintendent of Human Resources (or designate) shall hear the grievance within ten (10) school days of receipt of the grievance and answer the grievance in writing within ten (10) school days after the Step 1 grievance meeting.

Within twenty (20) school days of an unsatisfactory resolution at the informal stage, the Board may file a policy grievance at Step 1. The President of OSSTF/FEESO District 22 (or designate) shall hear the grievance within ten (10) school days of receipt of the grievance and

answer the grievance, in writing, within ten (10) school days of the Step 1 grievance meeting.

10.08 (a) Step 2 (Individual or Group Grievance)

If no settlement is reached at Step 1, the bargaining unit of District 22, OSSTF/FEESO, may, within ten (10) school days of receipt of reply of the Superintendent of Human Resources (or designate), file the matter with the Labour Relations Manager. The Superintendent of Human Resources (or designate), shall meet with the OSSTF/FEESO District 22 President or designate within ten (10) school days to consider the grievance. The Superintendent of Human Resources (or designate) shall answer the grievance, in writing, within ten (10) school days of the meeting.

(b) Step 2 (Policy Grievance)

If the reply issued at Step 1 is unacceptable, OSSTF/FEESO District 22, may, within ten (10) school days of receipt of reply of the Superintendent of Human Resources (or designate), file the matter with the Labour Relations Manager. A policy grievance filed by OSSTF/FEESO District 22 at Step 2 shall be heard by the Superintendent of Human Resources (or designate) within ten (10) school days. The Superintendent of Human Resources (or designate) shall answer the grievance, in writing, within ten (10) school days of the meeting.

- (c) If the reply issued at Step 1 is unacceptable, the Board may, within ten (10) school days of receipt of reply of the President of OSSTF/FEESO District 22 (or designate) file the matter with the President of OSSTF/FEESO District 22. A policy grievance filed by the Board at Step 2 shall be heard by President of OSSTF/FEESO District 22, (or designate) within ten (10) school days. The President of OSSTF/FEESO District 22 (or designate) shall answer the grievance, in writing, within ten (10) school days of the meeting.

10.09 Step 3 – Arbitration

If the reply issued in Step 2 is unacceptable, either party may, within ten (10) school days of receiving the written reply, apply for arbitration and shall notify the other party in writing. Failure to proceed with notice for arbitration within the specified ten (10) school days period will result in

forfeiture of rights to the arbitration procedure. The notice shall contain the name of the first party's appointee as sole arbitrator. The recipient of the notice shall, within ten (10) school days, inform the other party either that it accepts the other party's appointee as a sole Arbitrator or inform the other party of the name of its appointee. If the recipient of the notice fails to appoint an Arbitrator within ten (10) school days, the appointment shall be made by the Minister of Labour upon the request of either party.

Upon the mutual consent of the Parties, an arbitration board may be substituted for a sole arbitrator appointed by the Parties.

The sole arbitrator or arbitration board shall hear the grievance and shall issue a decision. The decision shall be final and binding upon the parties. The decision of the majority is the decision of the arbitration board, but, if there is not a majority, the decision of the Chair governs.

The sole arbitrator or arbitration board shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Agreement. The sole arbitrator or arbitration board shall have the power to modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

Each of the parties shall bear the expenses of their nominee, and the parties shall jointly bear the expenses of the Chair/Sole Arbitrator.

10.10

Grievance Mediation

At any point in the grievance/arbitration process, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The timelines in the grievance/arbitration procedure shall be frozen at the time the parties mutually agree in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is to be terminated, the timelines in the grievance/arbitration procedure shall continue from the point at which they were frozen. The parties shall equally share all costs associated with the grievance mediation procedure in this article.

10.11 In the final and binding settlement of a grievance arising from a disciplinary action, an Arbitrator or Board of Arbitration may vary the disciplinary action and reinstate the teacher on such terms they think fit and which they consider to be just and equitable.

10.12 Either party may request the presence of the grievor or any other necessary witnesses at any step of this procedure.

ARTICLE 11

JOB POSTINGS

11.01 When long-term Occasional Teacher positions are known at least two (2) weeks in advance, the Board agrees to post the positions by grade and/or subject for a period of three (3) school days. Such posting requirement will have been fulfilled when notice of vacancy has been posted on the Board's external web site and ApplytoEducation, with notification to the OSSTF/FEESO District 22 President electronically.

Occasional teachers applying for long-term Occasional Teacher positions will apply directly to the Principal in the school in which the vacant position exists, in accordance with application procedures established by the Superintendent of Human Resources.

The posting shall state the minimum preferred requirements for the position.

11.02 Postings for long-term Occasional Teacher positions known at least four (4) weeks in advance between September 15 and June 20 will appear on the Board's external web site. Occasional teachers applying for long-term Occasional Teacher positions will apply directly to the Principal in the school in which the vacant position exists, in accordance with application procedures established by the Human Resources Department. Vacancies which occur from the period June 20 to September 15 will be filled by the Board from the Board's Occasional Teacher Roster.

11.03 A screening of applicants and interview process will be conducted.

11.04 (a) Provided that there are three (3) or more qualified applicants to a Long-Term Occasional Teacher position, at least three (3) interviews shall be afforded for the position. Where there are fewer than three (3) qualified applicants, all shall be afforded interviews for the position.

- (b) Administrators will provide the interviewed candidate(s), upon request, who are not selected for the position with feedback in order to provide the teacher with areas of strength and growth.

11.05 Occasional teachers shall be eligible for consideration for contract positions available within the system. Annually, all teachers on the existing Occasional Teachers Roster shall be invited, through a system posting or notice, to apply for vacant contract positions.

11.06 A copy of Job Postings for contract secondary school teachers shall be forwarded to the OSSTF/FEESO District 22 President.

ARTICLE 12

OCCASIONAL TEACHER ROSTER

12.01 Between May 1st and July 1st of each year, those occasional teachers wishing to remain on the Occasional Teacher Roster for the subsequent school year will complete an Offence Declaration form available and all other legal requirements on the District School Board of Niagara's Employee Portal. By June 15th, OSSTF/FEESO District 22 shall be notified of those Occasional Teachers who have not completed the required documentation.

12.02 (a) An occasional teacher's name shall be removed from the Roster if they ask to have their name removed from the Roster. The Board shall grant the request.

(b) An occasional teacher's name shall be removed from the Occasional Teacher Roster if they have not taught for five (5) school days in the preceding year. (This provision does not apply to an occasional teacher who is on a Board-approved leave of absence).

(c) Effective September 1, 2009, an occasional teacher's name shall be removed from the Roster if they have not worked for at least ten (10) teaching assignments by June 30th. (This provision does not apply to an occasional teacher who is on a Board-approved leave of absence).

12.03 (a) The Board will provide to the OSSTF/FEESO District 22 President by October 15th of each year, a list of occasional teachers on the Occasional Teacher Roster indicating the name, address, telephone number,

qualifications, number of days taught in the previous school year, and the geographical regions where that teacher has indicated they would teach.

- (b) Additions and deletions to the Occasional Teacher Roster will be available to OSSTF/FEESO District 22 electronically quarterly, indicating the information set out in Article 12.03 (a) above.
- (c) A revised list of occasional teachers on the Occasional Teacher Roster will be provided to the OSSTF/FEESO District 22 President by February 15th of each year.
- (d) If the Superintendent of Human Resources or designate determines that the needs of the Board cannot be met by maintaining the present complement of occasional teachers, additional occasional teachers may be added to the Occasional Teacher Roster with notification to the OSSTF/FEESO District 22 President. Additional names shall only be added to the Occasional Teacher List to satisfy:
 - (i) a demonstrable need for occasional teachers with specialized teaching qualifications, or
 - (ii) a demonstrable need due to insufficient numbers of occasional teachers available to serve particular geographical regions or divisional levels.

12.04 Prior to being placed on the Occasional Teacher Roster, an applicant must submit proof of certification, registration with the Ontario College of Teachers, and all other documentation as required by the Board.

12.05 Occasional teachers shall notify the Human Resources Department of the board and the OSSTF/FEESO District 22 President, of any change of address and/or telephone number required by the Board to contact the occasional teacher regarding teaching assignments.

12.06 Employees on the Occasional Teacher Roster may apply for any available teaching position within the Board for which the occasional teacher is suitably qualified, subject to the provisions of the Collective Agreement for Secondary School Teachers.

- 12.07 Employees newly hired into OSSTF/FEESO District 22 shall serve a probationary period of one (1) year from the day they are first appointed to the Occasional Teacher Roster.

ARTICLE 13

CALLING AND REPORTING OF OCCASIONAL TEACHERS

- 13.01 Occasional teachers shall indicate their preferences according to administrative area and qualifications on the Board's information form. Members may request an adjustment to their information on the system at any time.

Occasional teachers must select a minimum of two geographic regions of availability as follows:

- A. Fort Erie, Niagara Falls
- B. St. Catharines, Thorold
- C. Grimsby, Lincoln
- D. Fonthill, Welland, Port Colborne

Occasional teachers should be available to accept jobs in all municipalities within the geographic regions they have selected on all school days they have made themselves available.

- 13.02 Occasional teacher assignments shall first be made according to the information provided by the occasional teacher as per Article 13.01.

- 13.03 There shall be no change to the current method of calling occasional teachers without prior consultation with OSSTF/FEESO District 22 in an Occasional Teacher - Board Relations Committee meeting.

- 13.04 Notwithstanding the right of the principal to request specific individuals, qualifications and assignments, occasional teachers shall be called who have been assigned in each geographic region on an on-going rotating basis.

- 13.05 It is the responsibility of the Board to ensure that all occasional teachers on the Occasional Teacher Roster are trained in the operating procedures of the Board's electronic callout system.

13.06 Once an occasional teacher has accepted an occasional teacher assignment, they cannot cancel the assignment to accept another occasional teaching assignment for that day unless it is for an assignment greater than the one they have previously accepted and with proper notice to the School Administrator.

13.07 For any offers of work for a prearranged absence, the Board will endeavour to create and fill a vacancy with the prearranged teacher, by entering it into the electronic callout system (ApplytoEducation) by 5:45 pm of the current day.

13.08 Calling Preference

Where possible, continuity of assignment will be a priority.

ARTICLE 14 **OCCASIONAL TEACHER-BOARD RELATIONS**

14.01 The Occasional Teacher-Board Relations Committee shall be composed of up to three (3) members representing the Board and up to three (3) members representing OSSTF/FEESO District 22.

14.02 Unless otherwise mutually agreed, meeting of the Occasional Teacher-Board Relations Committee shall be arranged as soon as practical but no later than ten (10) school days from receipt of the notice from the Party requesting the meeting. Requests to arrange a meeting shall also include an agenda of items to be considered. All meetings shall be arranged through the Human Resources Department and the OSSTF/FEESO District 22 President.

14.03 It shall be the purpose of the Committee to discuss all matters of mutual concern, investigate problems that may arise involving the Parties to this Collective Agreement, and where appropriate, make recommendations to the Parties of this Agreement.

Personnel Files

14.04 (a) An occasional teacher, or designate in writing, shall have access to the occasional teacher's personnel file held by the Board or agent of the Board and shall be entitled to make a reasonable number of copies, without cost, of any materials contained therein. The occasional teacher

(or designate) shall make application in writing, to the Labour Relations Manager, who shall upon receipt of the request arrange for access to the file within three (3) school days. Before being allowed to access their file, the occasional teacher (or their designate) shall be required to provide proof of identity.

- (b) Documents contained in an occasional teacher's personnel file which are of a disciplinary nature and all supporting documents shall be removed from the file two (2) years, or less at the discretion of the Director of Education, or designate, after their date of issue, provided that there is no recurrence of behaviour requiring additional disciplinary action.
- (c) An occasional teacher wishing to have documents removed, as referenced above in Article 10.02 (b) shall make application, in writing, to the Labour Relations Manager through the OSSTF/FEESO District 22 President.
- (d) The Board agrees that employee files, including files containing medical information and information pertaining to Criminal Reference Checks, shall be kept in a secure location at the Board's Education Centre.

14.05

At the request of the OSSTF/FEESO District 22 President and subject to full reimbursement by OSSTF/FEESO District 22, the Board shall grant up to 0.35 of a year paid release time to one (1) or more occasional teacher members of OSSTF/FEESO District 22 in order to conduct OSSTF/FEESO District 22 business. The member(s) shall accumulate occasional teaching experience as if employed as an occasional teacher. Leave granted to members in this article shall not exceed a total of 0.35 of one (1) FTE teacher.

ARTICLE 15

SALARY

15.01

All salary rates set out in this Article include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.

- (a) **Short-Term Occasional Teachers**

The daily rate for short-term occasional teachers shall be determined as being 96% of 1/194 of Group 1, 0 years of the District School Board of

Niagara's Secondary Teachers' Salary Grid plus \$4.55 in lieu of any other employee benefits and this calculation shall be used thereafter on an ongoing basis to determine the short-term daily rate for an occasional teacher in possession of an Ontario Teacher's Certificate.

Daily rates for the duration of this Agreement shall be as set out below:

Effective August 31, 2019

$$\$233.98 + \$4.55 = \$238.53$$

Effective September 1, 2019

$$\$236.32 + \$4.60 = \$240.92$$

Effective September 1, 2020

$$\$238.68 + \$4.65 = \$243.33$$

Effective September 1, 2021

$$\$241.07 + \$4.70 = \$245.77$$

15.02 (a) Long-Term Occasional Teachers

In the event that a short-term occasional teacher is required to teach in the same assignment for more than ten (10) consecutive days, the rate for that teacher shall be adjusted to the long-term rate on the eleventh (11th) day but shall be retroactive to the first day of the assignment.

- (b) In the event a new collective agreement for secondary teachers provides for retroactive pay increases, such retroactivity shall also be applied to the pay for occasional teachers.

15.03 Where an occasional teacher is employed on a part day basis to replace a part-time regular teacher, the occasional teacher shall be pro-rated in the same proportion as the part-time teaching assignment bears to the full-time assignment.

- 15.04 An occasional teacher will be informed at the end of the school day, whether or not they are required for a teaching assignment the following day in the same school. It shall be the responsibility of the occasional teacher to check with the school office at the end of the school day in order to determine whether they will be required the following day.
- 15.05 (a) For the purposes of qualifying for the long-term occasional salary rate, statutory holidays and Professional Activity Days shall not be considered a break in service.
- (b) When determining the rate of pay for a long-term occasional teacher, Board designated P.D. days will be counted as part of the assignment, with pay and the long-term occasional teacher will be expected to attend the professional activity scheduled.
- 15.06 (a) Category classifications shall be the current classification structure as established by QECO. For the purpose of salary categorization, the Board recognizes that the aforementioned Certification Rating Statement issued by QECO shall be final.
- (b) It is the responsibility of an occasional teacher to submit their Certification Rating Statement to the Human Resources Department within six (6) months of being appointed to the Occasional Teacher Roster.
- (c) Except as provided for in Article 15.05 (b), category placement for a long-term occasional teacher shall be according to the documentation on file in the Human Resources Department at the beginning of the long-term assignment.
- 15.07 An occasional teacher who qualifies for a change in category by reason of improved qualifications shall receive the appropriate differential amount at the level in the higher group as follows:
- (a) Where a long-term occasional teacher qualifies for a change in group on the basis of work completed after June 30th but before September 1st, the adjustment will be made effective September 1st. In order to qualify for the adjustment, the long-term occasional teacher must provide documentation to the Human Resources Department by January 15th.

- (b) Where a long-term occasional teacher qualifies for change on the basis of work completed after September 1st but before February 15th, the adjustment will be made retroactively to February 1st. In order to qualify for an adjustment effective February 1st, the long-term occasional teacher must provide documentation to the Human Resources Department by May 31st.
- (c) Where a long-term occasional teacher qualifies for a change in group on the basis of work completed after February 15th but before June 30th the adjustment will be made retroactively to May 1st. In order to qualify for an adjustment effective May 1st, the long-term occasional teacher must provide documentation to the Human Resources Department by September 30th.
- (d) Notwithstanding the timelines set out in (a), (b) and (c) for submission of documentation, the Board shall give due consideration to any special cases in which the long-term occasional teacher is unable to produce the required documentation through no fault of his or her own.

15.08

- (a) When it is known in advance that a long-term occasional teacher is scheduled to teach for a period of one (1) full semester or more, that occasional teacher shall, upon written request, participate in the Employee Life Health Trust (ELHT) administered by OTIP in effect for teachers employed under the Collective Agreement for regular day-school Secondary Teachers, save and except Long Term Disability Insurance. Such coverage shall be provided only to those occasional teachers not covered by another group insurance plan.
- (b) If the long-term occasional teacher chooses to participate in the Employee Benefit Plan referred to above, they must enrol as per the terms and conditions of the ELHT administered by OTIP.
- (c) Participation in the Employee Benefit Plan referred to above shall be in effect for teachers employed under the Collective Agreement for regular day-school secondary teachers in accordance with the terms and conditions of the ELHT administered by OTIP and shall extend only for the duration of the long-term occasional teacher assignment.

- 15.09 A. Recognized teaching experience shall be based upon:
- (a) i. Full-time and part-time days of teaching experience gained in public elementary and/or secondary schools in Ontario.
 - ii. Full-time and part-time days of teaching experience gained in public elementary and/or secondary schools outside Ontario, but within Canada.
 - iii. At the discretion of the Board, credit will be given for full-time and part-time qualified teaching experience gained in elementary and secondary schools outside of Canada, and
 - (b) the number of days of experience obtained as an occasional teacher divided by 194.
 - (c) Where the total number of days of teaching experience, pro-rated where necessary, divided by 194 has a fractional part of 0.5 or greater, whole number shall be increased by one. No more than one year's teaching experience for salary purposes may be gained during a single twelve-month period.
- B. All experience shall be validated to the satisfaction of the Human Resources Staffing Manager and shall be experience acquired prior to the first day of each contract year.
- 15.10 (a) Occasional teachers may request the issuance of an Employment Insurance Record of Employment certificate before the last teaching day in June provided there has been a seven (7) day interruption of earnings.
- (b) Effective January 1, 2006, for purposes of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

ARTICLE 16

SICK LEAVE

- 16.01 The purpose of sick leave is to protect the occasional teacher's income during periods of personal illness or injury. Notwithstanding, it is an expectation that the teacher attend work regularly and be punctual.

An employee shall be entitled to draw on their sick leave credits up to the amount of their accumulated sick leave credit, as set out below, for personal medical absences which shall include illness, injury, medical diagnosis, treatment, and consultation.

Only absences occasioned by illness, injury, medical diagnosis, treatment, and consultation of the employee shall be charged against the sick leave credit.

- 16.02 A long-term occasional teacher shall be entitled to sick leave as per the terms and conditions of the Central Agreement unless:
- (a) the long-term occasional teacher is subsequently awarded a teaching position under the collective agreement for regular day-school Secondary Teachers and provided there has been no break in employment between the extended assignment and commencement of duties and the awarding of the regular teaching position; or
 - (b) the long-term occasional teacher continues in the same teaching assignment into a second school year, as provided for under Article 4.01 (b).
- 16.03 Sick leave credits from other employers or previous employment with the District School Board of Niagara (or its predecessor Boards) shall be non-transferrable.
- 16.04 Short-term occasional teachers, while on short-term assignment, shall not be entitled to sick leave credits nor be eligible to draw on previously earned sick leave credits.
- 16.05
- (a) After five (5) consecutive days of absence caused by illness, no leave shall be allowed unless a certificate of a physician or dentist is furnished to the Human Resources Department certifying the inability of the teacher to attend to their duties.
 - (b) The Board reserves the right, after consultation with the appropriate Superintendent of Schools and Principal concerned, to require a certificate from a medical practitioner for a period of absence which is less than five (5) days. The Board shall, if required, reimburse the teacher

for the cost of obtaining a certificate where the period of absence is less than five (5) days.

- (c) Prior to the implementation of paragraph (b) above, the teacher and the President of the Local shall be notified by the Board that a medical certificate may be required.

16.06

In the event an occasional teacher is required to be absent from an assignment due to illness, the occasional teacher shall notify the principal of the school to which they are assigned. The occasional teacher has the responsibility to enter their absence or cancel the daily assignment within the Board's automated absence system. If the occasional teacher is unable to accept an assignment for a period of time, the occasional teacher shall notify Human Resources of this fact.

ARTICLE 17

LEAVE PLANS

17.01

A long-term occasional teacher shall upon request be granted leave, without deductions from sick leave credits, loss of seniority and without loss of total salary as follows:

- (a) Up to five (5) school days per bereavement of a father, mother, spouse, child, common-law spouse, or any other relative who lived in the house.
- (b) Up to three (3) school days may be allowed per bereavement of a brother, sister, grandparent, grandchild, father-in-law, mother-in-law, daughter-in-law, son-in-law, fiancé(e).
- (c) One (1) school day per bereavement of a brother-in-law or sister-in-law.
- (d) Acting as a pallbearer at a funeral - one (1) school day.
- (e) Quarantine or otherwise prevented by an order of Medical Health Authorities, from attending their duties because of exposure to a communicable disease.
- (f) Jury duty as a witness in any court to which the occasional teacher has been summoned in any proceeding to which the occasional teacher is not a party or one of the persons charged, provided that the occasional

teacher pays to the Board any fees, exclusive of travelling and living expenses, received as a juror or witness.

- (g) Provided that prior approval is granted by the Director of Education or designate, an occasional teacher may be granted such leave for other special reasons not to exceed one (1) school day.

17.02

Upon the request of an occasional teacher on the Occasional Teacher Roster who has completed their probationary period as defined in Articles 4.04 and 12.07 to do so, the Board shall permit the voluntary removal of the occasional teacher's name from the Roster for a period up to and including one (1) school year. Excluding leaves of absence granted for the purpose of maternity leave or other extenuating circumstances, such leave of absence shall not be granted for more than one (1) year in a three (3) year period. It shall be the responsibility of the occasional teacher to notify the Board and the Union, in writing, of their desire to be temporarily removed from the Roster. Upon the expiry of the period of leave, the occasional teacher shall request, and the Board shall grant, reinstatement to the Roster.

17.03

A long-term occasional teacher who is assigned to teach and who has received the prior approval of the appropriate Superintendent or designate may be absent from duty without loss of salary for the purpose of writing an examination or attending their own graduation, or the post-secondary graduation of the spouse, child, or step-child. Such absence will not break continued service and shall not exceed one (1) day for each such occurrence.

ARTICLE 18

REPORTING PAY

18.01

Remuneration of one-half ($\frac{1}{2}$) day shall be paid when an occasional teacher reports for authorized duty and, as a result of being called in error, is not required to teach, or the occasional teacher has not been given a minimum of ninety (90) minutes' notice of cancellation of an assignment. Notice of cancellation of an assignment within twenty-four (24) hours shall be made via phone or text and email. Notice of cancellation greater than twenty-four (24) hours would be via email only. In such cases, the principal shall assign other professional duties for the one-half ($\frac{1}{2}$) day, commensurate with the occasional teacher's qualifications and experience.

- 18.02 The continuous employment of a long-term occasional teacher shall be deemed to be unbroken in the event of emergency school closure.
- 18.03 In the event of early dismissal of students resulting from emergency conditions, an occasional teacher shall receive full salary (pro-rated for occasional teachers assigned for a part day) at the applicable rate of pay for the balance of the school day.
- 18.04 In the event that the assignment of a long-term occasional teacher is to be terminated prior to the originally scheduled termination date, the occasional teacher will be given three (3) instructional days' notice or three (3) days' pay in lieu of notice. Notice or pay in lieu shall not apply in the case of termination for cause or in the case of termination due to exhaustion of sick leave.

ARTICLE 19

PAY PERIOD

- 19.01 Occasional teachers shall be paid bi-weekly in accordance with the pay and time sheet submission schedules annually developed by the Board's Payroll Department.

ARTICLE 20

TRAVEL ALLOWANCE

- 20.01 Where the assignment of a regular teacher requires travelling between two (2) or more schools within the Board's jurisdiction on the same day, the Board shall reimburse the occasional teacher hired to replace that regular teacher at the Board's current kilometre rate.
- 20.02 Occasional teachers covered under this collective agreement who also have a part-time regular teaching assignment, are not entitled to Travel Allowance, as set out in Article 20.01 above.

ARTICLE 21

NOTICES

- 21.01 The Board shall provide space on the staff room bulletin board in each secondary school or work site for the posting of notices which may be of interest to occasional teachers.

- 21.02 This collective agreement will be posted on the District School Board of Niagara's internal website within thirty (30) days of the signing of the agreement.

ARTICLE 22 **PROFESSIONAL DEVELOPMENT**

- 22.01 An occasional teacher who is scheduled to work and who is on long-term occasional teaching shall be paid for a professional activity day provided that the long-term occasional teacher participates in the scheduled professional activities. A Professional Activity Day shall not interrupt the occasional teaching assignment.
- 22.02 It is the responsibility of the individual occasional teacher to remain current with respect to methodology and curriculum and accordingly, upon the request of the OSSTF/FEESO District 22 President, the Board shall provide a copy of the Staff Development Calendar indicating the activities planned for each Professional Activity Day. Occasional teachers shall be encouraged to participate on a voluntary basis.
- 22.03 The Board agrees to remit, annually, the sum of \$7,500 to the OSSTF/FEESO District 22 for the educational and professional development of its occasional teacher members.
- 22.04 The Union shall be empowered to make disbursements up to the limit of the transferred funds, and to issue cheques to individual members according to procedures and schedules established by the Union.
- 22.05 Each year, the Union shall forward to the Board an audited and itemized financial statement accounting for disbursements from the fund, including administrative charges. Funds for the following year will be remitted to OSSTF/FEESO District 22 provided that the financial statement has been received.

ARTICLE 23 **GENERAL WORKING CONDITIONS**

- 23.01 The Board agrees that the responsibility of the occasional teacher is to fulfill the duties of the secondary teacher being replaced and further agrees that adequate support from the school administration in providing supervision and maintaining discipline shall be provided.

- 23.02 Every secondary school will supply to each occasional teacher in that school a package containing:
- (a) A timetable for the occasional teacher's assignment (including opening routines, attendance reporting and fire and emergency procedures).
 - (b) Current class lists, seating plans and lesson plans for each class assigned.
 - (c) Details of any special events planned for that school day (including students who may be excused).
 - (d) Particulars of medical needs of students, where appropriate, including if Educational Assistants are to be present.
- 23.03 Every secondary school will provide access for each occasional teacher to:
- (a) A map of the school.
 - (b) School Code of Conduct and other relevant policies.
 - (c) The name(s) of School based program leader(s).
 - (d) School timetable for the day.
- 23.04 Except in cases of emergency, the timetable or assignment of occasional teachers shall be constructed according to the same constraints that apply for the regular teacher the occasional teacher is replacing.

ARTICLE 24

EVALUATION

- 24.01 Occasional teachers may request an evaluation from their principal.

ARTICLE 25

OCCUPATIONAL HEALTH AND SAFETY

- 25.01 The parties agree to observe the provisions and regulations of the *Occupational Health and Safety Act* as it relates to the Joint Health and Safety Committee and the safety and health of occasional teachers covered under this Agreement. All occasional teachers shall cooperate with the Board in the prevention of accidents and shall make, through

the Joint Health and Safety Committee, representations to the Board as to the prevention of accidents.

25.02 Occasional teachers shall have access to the Employee Family Assistance Program (EFAP).

ARTICLE 26

JUST CAUSE

26.01 No occasional teacher shall be demoted, suspended, disciplined, or dismissed without just cause.

ARTICLE 27

BOARD EMAIL PLATFORM (CURRENTLY OUTLOOK)

27.01 Teachers and Long-Term Occasional Teachers are strongly encouraged to access their Board Email accounts and appropriate conferences at least once each workday, when they are at their regular worksite and carrying out their regular work assignments.

27.02 Daily Occasional Teachers are strongly encouraged to access their Board Email accounts and appropriate conferences at least once each day for which they have accepted an assignment.

The foregoing is the September 1, 2019 - August 31, 2022 Local Collective Agreement between the District School Board of Niagara and the Ontario Secondary School Teacher's Federation - District 22 - Secondary Occasional Teachers' Bargaining Unit.

Dated at St. Catharines, Ontario this 9th day of November, 2021.

Signed on behalf of the District School Board of Niagara:

Sue Barnett, Chair



W. R. Hoshizaki, Director of Education and Secretary



Signed on behalf of OSSTF/FEESO, District 22



**LETTER OF UNDERSTANDING No. 1
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
(hereinafter called the "Board")
AND
Ontario Secondary School Teacher's Federation
District 22 Occasional Teacher Bargaining Unit
(hereafter called the "Bargaining Unit")**

RE: Article 17 – Leave Plans

In addition to language presently contained in Article 17, the following shall apply provided they are not detrimental to Board Operations with the intent of this language being these leaves shall not interfere with events or processes such as – first day of the semester, last day of the semester, PD days, early release days, exam days, report cards (timely submission, completion and review with parents/guardians), EQAO/OSSLT, graduation, school trips (as may pertain to individual being released). In addition, granting of such leaves would be contingent on sufficient availability of replacement occasional teachers:

- 1.) Each teacher shall request this leave using the Board Leave of Absence electronic entry system (currently Easy Connect) and shall be granted a maximum of three (3) unpaid leave days per person, per school year.
- 2.) At the teacher's request, the above-noted leaves may be taken as single days and/or consecutive days.

On behalf of OSSTF/FEESO District 22

On behalf of the District School Board of
Niagara

Dated at Thorold, Ontario, this 30th day of March, 2016

COLLECTIVE AGREEMENT

Between

**THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION
District 22 (Contract Teachers)
(hereinafter call the "OSSTF")**

and

**THE DISTRICT SCHOOL BOARD
OF NIAGARA
(hereinafter called the "Board")**

September 1, 2019 - August 31, 2022

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, synthe bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.

- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
 - b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

C3.2 The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).

- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE

- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers’ benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers’ benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers’ benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers’ Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as “Appendix H”) for job classifications that are eligible for benefits.
- b) The FTE used to determine the board’s benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT’s administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards’ submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards’ benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%

- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) SICK LEAVE BENEFIT PLAN

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their full FTE without absence due to illness.

- ✱ Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.

- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:

☐ Patient is capable of returning to work with no restrictions.

☐ Patient is capable of returning to work with restrictions. **Complete section 2 (A & B) & 3**

☐ I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. **Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.**

First Day of Absence:

General Nature of Illness (*please do not include diagnosis*):

Date of Assessment:
dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)

Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <hr/> Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> <input type="checkbox"/> Yes <input type="checkbox"/> No
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2B: COGNITIVE (please complete all that is applicable)

Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:

Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.

Additional comments on **Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:**

3: Health Care Professional to complete.

From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days	Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours	Start Date: dd mm yyyy
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No	
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No	
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy	

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to

accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);

- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards.

LETTER OF AGREEMENT #11

BETWEEN

The Ontario Public School Boards' Association

(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation

(hereinafter called the 'OSSTF')

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION
UNTIL AUGUST 31, 2019**

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the

termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.

- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

4.1.1 The Government of Ontario will provide:

- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
- b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
- d. The Trust shall retain rights to the data and the copy of the software systems.

4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.

4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.

4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost,

the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.

- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses,

insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.

- ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.

- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost-effective basis.

- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan (“OTIP”) for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group’s last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees’ Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
 - a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION
UNTIL AUGUST 31, 2019**

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- e) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year. Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

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PART B – LOCAL TERMS

ARTICLE 1

PREAMBLE

1.01

It is the intent and purpose of the parties to this Agreement (hereinafter referred to as the “Agreement”):

- (a) To set forth clearly the salaries, allowances, employee benefits, and other matters mutually agreed to, between the District School Board of Niagara and the Ontario Secondary School Teachers’ Federation.
- (b) To maintain and improve harmonious relations between the Board and the Bargaining Unit.
- (c) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (d) To encourage best practices that ensure the delivery of effective public education and to commit to the principles of equity and diversity.

ARTICLE 2

RECOGNITION AND SCOPE

2.01

- (a) The District School Board of Niagara recognizes the Ontario Secondary School Teachers’ Federation as the exclusive bargaining agent of all OSSTF/FEESO, District 22 Teachers covered by this Collective Agreement who are assigned to one or more secondary schools or who perform duties in respect of such schools all or most of the time, including Instructional Outreach Teachers.
- (b) For clarification:
 - i) “Teacher” bears the same meaning as “Part X.1 teacher” as defined in the *Education Act*, as amended.
 - ii) “Instructional Outreach Teacher” is defined as a teacher employed to assist a single student who is absent from their regular school only because of a medical or health

issue, which is expected to be of limited duration. In exceptional circumstances, the Board may assign an Instructional Outreach Teacher to teach these students in small groups of two or three students.

iii) “Occasional Teachers”, as defined in the *Education Act*, as amended, are excluded from the bargaining unit covered by this Collective Agreement.

iv) A person, once appointed as a Principal or Vice-Principal, is excluded from the bargaining unit even if such Principal or Vice-Principal is reassigned from time to time to perform duties in Board office(s).

2.02 The Board recognizes the Negotiating Team of OSSTF/FEESO, District 22, as the sole agent authorized by OSSTF/FEESO to negotiate on its behalf.

2.03 Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly appointed representative to assist, advise, or represent it in all matters pertaining to negotiation of this Agreement.

2.04 All correspondence between the parties arising out of this Collective Agreement shall pass to and from the Director of Education or designate and to and from the President of District 22, OSSTF/FEESO or designate. All electronic correspondence shall be addressed to the other party using the Board’s email platform (currently Outlook).

2.05 No teacher under this Agreement shall be required or permitted to make any written or verbal agreement with the Board which may conflict with the terms of this Collective Agreement.

2.06 (a) When a representative of OSSTF/FEESO, District 22 comes into a workplace to speak to a member about union business, the OSSTF/FEESO, District 22 representative will first report to the Main Office, in accordance with Board Policy G-10.

(b) If a meeting of the whole staff of a school is called for Union business, the Branch President will inform the Principal of the meeting.

ARTICLE 3

OSSTF DUES AND ASSESSMENTS

- 3.01 The Board shall deduct from the salary of each teacher OSSTF/FEESO dues and assessments. Dues and assessments deducted with this Article shall, no later than the fifteenth (15th) day of the month following the date on which the deductions were made, be remitted as follows:
- i) Dues and assessments certified by OSSTF/FEESO Provincial, to the Treasurer of OSSTF/FEESO at 60 Mobile Drive, Toronto, Ontario M4A 2P3.
 - ii) Dues and assessments, certified by OSSTF/FEESO District 22, Niagara, to the Treasurer of OSSTF/FEESO District 22, Niagara.
- 3.02 The payment shall be accompanied by a dues submission list showing the names, wages earned and dues and assessments deducted.
- 3.03 OSSTF/FEESO and/or OSSTF/FEESO, District 22, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by OSSTF/FEESO and/or OSSTF/FEESO, District 22.

ARTICLE 4

DURATION AND RENEWAL

- 4.01 This Agreement shall be in effect from September 1, 2019 and shall continue in force up to and including August 31, 2022 and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications, of this Agreement, in accordance with the *Ontario Labour Relations Act*.
- 4.02 The parties shall meet within fifteen (15) days from the date of notice pursuant to Article 4.01, or within such further period as the parties agree upon.
- 4.03 Except for errors, inadvertencies or omissions, this agreement shall form the basis for computing all salaries and other conditions defined herein. Amendments or deletions to the terms and conditions contained herein shall be made only by the mutual consent of both parties.

- 4.04 Notwithstanding 4.01 above, the parties, by mutual agreement, may commence negotiations for a renewal of the collective agreement prior to the ninety (90) day notice period.
- 4.05 There shall be no strike or lock-out during the term of this Agreement. The terms “strike” and “lock-out” shall be as defined in the *Ontario Labour Relations Act*.
- 4.06 In the event of a strike by employees of the Board other than Members of OSSTF/FEESO District 22, the Board and OSSTF/FEESO District 22 recognize the following considerations:
- (a) Members of OSSTF/FEESO District 22, employed by the Board are bound to honour the terms and conditions of the Collective Agreement under which they have been hired, subject to applicable legislation and regulations;
 - (b) Where other Board employees are on strike and picket a Board operated or owned facility, a Member of OSSTF/FEESO District 22 is in breach of their employment with the Board if the Member fails to enter the Board operated or owned facility and carry on their duties, unless prevented from doing so due to circumstances beyond the Member’s control;
 - (c) A Member of OSSTF/FEESO District 22 is not in breach of their employment with the Board if the Member refuses to enter a Board operated or owned facility that is closed by the Medical Officer of Health;
 - (d) A Member of OSSTF/FEESO District 22 shall, if directed, be required to fulfill their professional duties, subject to the Acts and Regulations, at another location designated by the Board;
 - (e) When other Board employees are on strike, a Member of OSSTF/FEESO District 22 shall carry on their regular professional duties to the best of the Member’s ability without assuming functions that are normally discharged by the Board employees on strike.

ARTICLE 5 EMPLOYER’S RIGHTS

- 5.01 OSSTF/FEESO and OSSTF/FEESO, District 22 recognize that, within the limitations and qualifications contained in this Agreement, the Board has the sole and exclusive right to exercise duties and powers granted to it under the *Education Act*, as amended, and related statutes.
- 5.02 The District School Board of Niagara undertakes not to change any existing policy or implement any new policy affecting the terms of employment and working conditions of members of the bargaining unit without prior consultation with OSSTF/FEESO, District 22.

ARTICLE 6 PROBATIONARY PERIOD

- 6.01 (a) A newly hired teacher shall serve a probationary period of actual teaching of one (1) year with an extension for absences exceeding thirty (30) days in the probationary year. It is understood that the extension is equal to the number of days absent.
- “Actual teaching” is defined as an accumulation of 0.67 or more teaching experience “under contract”. This will be calculated at the end of each semester.
- (b) When, in the opinion of the Board, the performance of the teacher does not meet expectations, the Board reserves the right after consultation with OSSTF/FEESO, District 22 to extend the probationary period up to a maximum of (1) additional year.

ARTICLE 7 RESIGNATION OR RETIREMENT

- 7.01 (a) A teacher shall provide written notice by October 31, of the intention to terminate employment at the end of the first semester, and by April 1 of the intention to terminate employment effective June 30 or August 31.
- (b) Teachers in their last school year of service prior to retirement may resign at any time provided written notice is given to the Board at least ninety (90) calendar days prior to the date of retirement.
- 7.02 Nothing herein prevents a teacher and the Board from mutually agreeing to the teacher’s resignation at any time.

7.03 In the event of the death of a teacher during the school year, the vacancy shall be filled, for the balance of the school year only, by an occasional teacher.

ARTICLE 8 TEMPORARY ASSIGNMENTS / TEACHERS-IN-CHARGE

- 8.01 (a) The parties agree that a teacher who is a member of District 22 may volunteer to be temporarily assigned to a school or system administrative position for a period not to exceed one (1) school year less one (1) day.
- (b) During the period of temporary assignment, the temporary assignment teacher, in accordance with Article 3.01, shall:
- i) continue to be a member of OSSTF/FEESO District 22 and continue to pay OSSTF/FEESO dues,
 - ii) not be required to discipline or evaluate another OSSTF/FEESO District 22 TBU or OTBU teacher,
 - iii) continue to accumulate seniority, and
 - iv) continue to be subject to all the terms and conditions of this Collective Agreement.
 - v) not be required to administer the attendance management process.

Temporary Principals and Vice-Principals (Long-Term)

- 8.02 A member of OSSTF/FEESO District 22 may be assigned as Temporary Principal or Temporary Vice-Principal during the long-term absence of a school or system administrator. The Temporary Principal or Temporary Vice-Principal, during the period of the assignment, shall be responsible for the full duties of the administrator being replaced, save and except for the discipline or evaluation of another OSSTF/FEESO District 22 member as outlined in 8.01 (b).
- 8.03 (a) The Temporary Principal shall receive a per annum allowance equivalent to the difference between Group 4, maximum years of experience as set out in Article 21 of this Agreement and Year 0 for Secondary Principal, as set out in the Statement of Terms and Conditions of Employment for

Principals/Vice- Principals based on the number of days in the position of Temporary Principal.

- (b) The Temporary Vice-Principal shall receive a per annum allowance equivalent to the difference between Group 4, maximum years of experience as set out in Article 21 of this Agreement and Year 0 for Secondary Vice-Principal, as set out in the Statement of Terms and Conditions of Employment for Principals/Vice- Principals, based on the number of days in the position of Temporary Vice-Principal.
- (c) Notwithstanding (b) above, a Consultant appointed to a position of Temporary Vice-Principal who is earning in excess of Year 0 for Secondary Vice-Principal, as set out in the Statement of Terms and Conditions of Employment for Principals/Vice- Principals, shall continue to receive their basic annual salary as a Consultant during the period of temporary assignment.

8.04 Where a member of the OSSTF/FEESO District 22 is assigned to a position of Temporary Principal or Temporary Vice-Principal in a school, due to a retirement, resignation or personal leave of absence which ends at the end of a semester the teacher position shall be filled in the following order, a qualified redundant teacher, a redundant teacher by mutual consent, an occasional teacher.

Teachers-In-Charge (Short-Term)

- 8.05 (a) The parties agree that a teacher who is a member of OSSTF/FEESO District 22 may volunteer to be temporarily assigned as Teacher-In-Charge.
- (b) The Teacher-In-Charge shall be responsible for the operation of the school and the discipline, safety and well-being of students.

8.06 (a) A Teacher-In-Charge shall be compensated on the following basis:

Effective August 31, 2019	\$15.45 per half day assignment \$30.90 per full day assignment
Effective September 1, 2019	\$15.60 per half day assignment \$31.21 per full day assignment

Effective September 1, 2020 \$15.76 per half day assignment
\$31.52 per full day assignment

Effective September 1, 2021 \$15.92 per half day assignment
\$31.83 per full day assignment

- (b) Notwithstanding the above, on the fifteenth (15th) consecutive school day, the Teacher-In-Charge shall be paid a per annum allowance equivalent to the difference between Group 4, maximum years of experience as set out in Article 21 of this Agreement and Year 0 for the appropriate administrator position, as set out in the Statement of Terms and Conditions of Employment for Principals/Vice- Principals, based on the number of days in the position of Temporary Administrator.

8.07 Where a classroom teacher is assigned to a position in accordance with Article 8.05 above, an Occasional Teacher shall be engaged to cover the classroom teacher's instructional classes so that no other teacher has an increase in duties as a result of 8.05 above.

8.08 Where a non-classroom teacher is assigned to a position in accordance with Article 8.05 above, an Occasional Teacher may be engaged to ensure continuity of services delivered to students.

ARTICLE 9 DISCIPLINE AND DISCHARGE

9.01 A teacher shall not be discharged or disciplined except for just cause.

9.02 (a) The Board and Union agree that they have the onus to educate administration and membership, respectively, as to the right to have Union representation at a meeting where either party has reasonable cause to believe that disciplinary action may result and to allow for timely Union representation.

- (b) Whenever the Board or agent of the Board deems it necessary to censure a Teacher for their professional conduct or competence as a teacher, the Teacher shall be entitled to be accompanied by a representative from OSSTF/FEESO, District 22 at any meeting convened. The Teacher shall be advised of this entitlement prior to the meeting.

9.03 The Board or agent of the Board will inform the President or Vice-President of District 22, OSSTF/FEESO, prior to a meeting to censure that

involves a first written warning or more serious discipline, as defined in Administrative Procedure 7-2.

- 9.04 The Principal will inform the OSSTF/FEESO Branch President prior to a meeting to censure that involves a verbal warning, as defined in Administrative Procedure 7-2.

ARTICLE 10 GRIEVANCE PROCEDURE

- 10.01 (a) It is the mutual desire of the parties that an alleged violation of the Collective Agreement of a teacher or Board shall be addressed as promptly as possible and at the lowest administrative level possible.
- (b) If the alleged violation of the Collective Agreement cannot be resolved informally by consultation, the grievance procedure set out herein shall constitute the formal procedure to settle the grievance.
- 10.02 (a) A grievance shall be determined as any difference of opinion involving the interpretation, application, administration, or alleged violation of any term, provision, or condition of this Agreement including any question as to whether a matter is arbitrable.
- (b) A “party” shall be defined as:
- (i) OSSTF/FEESO District 22
- (ii) the Board.
- (c) “Days” shall mean regular school days unless otherwise indicated.
- (d) “Individual Grievance” shall mean a grievance instituted by OSSTF/FEESO District 22 on behalf of one of its members.
- (e) “Group Grievance” shall mean a grievance lodged by OSSTF/FEESO District 22 on behalf of more than one of its members, all of whom are similarly affected.
- (f) “Policy Grievance” shall mean a grievance that has general application, i.e. not confined in scope to an individual, and may be lodged by either the Board or OSSTF/FEESO District 22.

10.03 The parties may elect to be represented by counsel or representatives of their respective organizations at any stage of the grievance/arbitration procedure.

10.04 The time limits fixed in this grievance procedure may be extended by mutual consent of the parties to this Agreement.

10.05 There shall be no reprisals of any kind taken against any Board employee because of participation in the grievance or arbitration procedure under this Agreement.

10.06 Informal Stage

Any alleged violation of the Collective Agreement to be recognized as a grievance must first be discussed by the teacher or OSSTF/FEESO District 22 representative with the Principal or immediate supervisor. The teacher has the right to OSSTF representation at any meeting. If the grievor is unable to resolve the alleged violation of the Collective Agreement, OSSTF/FEESO District 22 may file a formal grievance at Step 1.

10.07 OSSTF/FEESO District 22 shall have the right to file an Individual or Group Grievance at Step 1, as set out below. OSSTF/FEESO District 22 or Board shall have the right to file a Policy Grievance at Step 1, as set out below.

By mutual consent, the Parties may refer any grievance to any step of the grievance procedure.

(a) Step 1 (Individual or Group Grievance)

If the reply of the immediate supervisor of the grievor at the Informal Stage is not acceptable to the OSSTF/FEESO District 22, within twenty (20) school days OSSTF/FEESO District 22 may file a written grievance to the Labour Relations Manager. The Superintendent of Human Resources (or designate) shall hear the grievance within ten (10) school days of receipt of the grievance and answer the grievance in writing within ten (10) school days after the Step 1 grievance meeting.

The written grievance shall contain:

(a) a description of how the alleged dispute is in violation of the Agreement; and

- (b) a statement of the facts to support the grievance; and
- (c) the relief sought; and
- (d) the signature of the Vice President of Protective Services/Chief Negotiator (or designate) of OSSTF/FEESO District 22.

(b) Step 1 (Policy Grievance)

Within twenty (20) school days of an unsatisfactory resolution at the informal stage, OSSTF/FEESO District 22 may file a policy grievance at Step 1. The Superintendent of Human Resources (or designate) shall hear the grievance within ten (10) school days of receipt of the grievance and answer the grievance in writing within ten (10) school days after the Step 1 grievance meeting.

Within twenty (20) school days of an unsatisfactory resolution at the informal stage, the Board may file a policy grievance at Step 1. The President of OSSTF/FEESO District 22 (or designate) shall hear the grievance within ten (10) school days of receipt of the grievance and answer the grievance, in writing, within ten (10) school days of the Step 1 grievance meeting.

10.08 (a) Step 2 (Individual or Group Grievance)

If no settlement is reached at Step 1, OSSTF/FEESO District 22, may, within ten (10) school days of receipt of reply of the Superintendent of Human Resources (or designate), file the matter with the Labour Relations Manager. The Superintendent of Human Resources (or designate) and official(s) deemed relevant to the matter, shall meet with the OSSTF/FEESO District 22 President (or designate) and the Vice President of Protective Services/Chief Negotiator (or designate) within ten (10) school days to consider the grievance. The Superintendent of Human Resources (or designate) shall answer the grievance, in writing, within ten (10) school days of the meeting.

(b) Step 2 (Policy Grievance)

If the reply issued at Step 1 is unacceptable, OSSTF/FEESO District 22, may, within ten (10) school days of receipt of reply of the Superintendent

of Human Resources (or designate), file the matter with the Labour Relations Manager. A policy grievance filed by OSSTF/FEESO District 22 at Step 2 shall be heard by the Superintendent of Human Resources (or designate) within ten (10) school days. The Superintendent of Human Resources (or designate) shall answer the grievance, in writing, within ten (10) school days of the meeting.

- (c) If the reply issued at Step 1 is unacceptable, the Board may, within ten (10) school days of receipt of reply of the President of OSSTF/FEESO District 22 (or designate) file the matter with OSSTF/FEESO District 22. A policy grievance filed by the Board at Step 2 shall be heard by the President of OSSTF/FEESO District 22 (or designate) within ten (10) school days. The President of OSSTF/FEESO District 22 (or designate) shall answer the grievance, in writing, within ten (10) school days of the meeting.

10.09

Step 3 – Arbitration

If the reply issued in Step 2 is unacceptable, either party may, within ten (10) school days of receiving the written reply, apply for arbitration and shall notify the other party in writing. Failure to proceed with notice for arbitration within the specified ten (10) school day period will result in forfeiture of rights to the arbitration procedure. The notice shall contain the name of the first party's appointee as a sole Arbitrator. The recipient of the notice shall, within ten (10) school days, inform the other party either that it accepts the other party's appointee as a sole Arbitrator or inform the other party of the name of its appointee. If the recipient of the notice fails to appoint an Arbitrator within ten (10) school days, the appointment shall be made by the Minister of Labour upon the request of either party.

Upon the mutual consent of the Parties, a Board of Arbitration may be substituted for a sole arbitrator appointed by the Parties.

The sole Arbitrator or Arbitration Board shall hear the grievance and shall issue a decision. The decision shall be final and binding upon the parties. The decision of the majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs.

The sole Arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Agreement. The sole Arbitrator or Board of Arbitration shall have the power to modify penalties, including discharge and disciplinary penalties,

and make whatever decision it considers just and equitable in the circumstances.

Each of the parties shall bear the expenses of their nominee, and the parties shall jointly bear the expenses of the Chair/Sole Arbitrator.

10.10

Grievance Mediation

At any point in the grievance/arbitration process, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The timelines in the grievance/arbitration procedure shall be frozen at the time the parties mutually agree in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is to be terminated, the timelines in the grievance/arbitration procedure shall continue from the point at which they were frozen. The parties shall equally share all costs associated with the grievance mediation procedure in this article.

10.11

In the final and binding settlement of a grievance arising from a disciplinary action, an Arbitrator or Board of Arbitration may vary the disciplinary action and reinstate the teacher on such terms they think fit and which they consider to be just and equitable.

10.12

Either party may request the presence of the grievor or any other necessary witnesses at any step of this procedure.

ARTICLE 11

QUALIFICATIONS FOR SALARY GRID PLACEMENT

11.01

All teachers covered by this Agreement shall as a condition of employment remain members in good standing with the Ontario College of Teachers.

11.02

Members who have an OSSTF/FEESO Certification Rating Statement placing them in any category shall remain in that category for the purpose of salary categorization. A Certification Rating Statement issued by the Qualifications Evaluation Council of Ontario (QECO) shall replace an OSSTF/FEESO Certification Rating Statement. Category classifications shall be the current classification structure as established by the QECO

Certification Plan. For the purpose of salary categorization, the Board recognizes that the Certification Rating Statement issued by the QECO Certification Board shall be final.

- 11.03 It shall be incumbent upon a newly appointed teacher to provide documented proof satisfactory to the Board in the form of a Group Certification Statement from QECO as to their appropriate group classification. A teacher shall be placed in Group 1 until such time as documentation is submitted for examination and after which time the teacher shall receive the appropriate differential amount retroactive to the commencement of duties. Notwithstanding the foregoing, retroactive adjustments shall not be made beyond September 1 of the school year in which the Certification Statement is received by the Board.
- 11.04 No newly hired teacher shall receive a salary higher than that being paid to a member of the incumbent staff having similar or equal qualifications, experience, related trade and business experience, and responsibility.
- 11.05 A teacher who qualifies for a change in group by reason of improved qualification shall receive the appropriate differential amount at the level in the higher group as follows:
- (a) Where a teacher qualifies for a change in group on the basis of work completed after June 30th but before September 1st, the adjustment will be made effective September 1st. In order to qualify for the adjustment the teacher must provide documentation to the Human Resources Department by January 15th.
 - (b) Where a teacher qualifies for change on the basis of work completed after September 1st but before February 15th, the adjustment will be made retroactively to February 1st. In order to qualify for an adjustment effective February 1st, the teacher must provide documentation to the Human Resources Department by May 31st.
 - (c) Where a teacher qualifies for a change in group on the basis of work completed after February 15th but before June 30th the adjustment will be made retroactively to May 1st. In order to qualify for an adjustment effective May 1st, the teacher must provide documentation to the Human Resources Department by September 30th.
 - (d) Notwithstanding the timelines set out in (a), (b) and (c) for submission of documentation, the Board shall give due consideration to any special

cases in which the teacher is unable to produce the required documentation through no fault of their own.

- 11.06 Teaching experience shall be understood to mean verified elementary or secondary teaching. In the event that a teacher holds an Ontario Teacher Certificate while teaching at a University, College of Applied Arts and Technology, Adult Training Centre or similar institutions, such experience shall be considered in calculating years of teaching experience.
- 11.07 In cases where teaching experience has been on a part-time basis, full time for part of a year, or, as an Occasional Teacher, the principle of accumulation shall apply. Where the number of days of teaching experience, prorated where necessary, divided by 194 has a fractional part of 0.5 or greater, the whole number shall be increased by one. No more than one year's teaching experience for salary purposes may be gained during a single twelve-month period.
- 11.08 Teachers currently on staff shall be placed, effective September 1st, at one level higher (up to the maximum) on the grid than the level at which they were on June 30 of the same year, subject to Article 11.07. Experience shall be credited as of September 1st of each year.

ARTICLE 12 CUMULATIVE SICK LEAVE AND RETIREMENT GRATUITY

12.01 Medical Documentation

- (a) After five (5) consecutive days of absence, no Sick Leave Credits shall be allowed unless a medical certificate is furnished to the Human Resources Wellness Advisor (or designate) by a medical practitioner certifying the teacher's inability to attend to their duties due to personal illness or injury. Updated medical information specifically outlining limitations and restrictions may be required for the purposes of accommodation. The Board shall, if required, reimburse the teacher for the cost of obtaining such documentation.
- (b) Notwithstanding the above, the Board may require a teacher to submit the certificate thereunder for a period of absence of less than five (5) days. The Board shall, if required, reimburse the teacher for the cost of obtaining a medical certificate where the period of absence is less than five (5) days.

12.02

WSIB

- (a) An employee with sick leave credits who is injured during the course of their employment and loses time from work as a result of that injury, will continue to be paid full salary and benefits for each day of absence. One (1) day will be deducted from sick leave credits for each day of absence until the claim has been approved by the Workplace Safety and Insurance Board. Once the claim has been approved the sick days deducted will be reinstated, and the employee's WSIB payments will be topped up to 100% of salary
- (b) The top-up amount shall be paid for a maximum of four years and six months.
- (c) If, as a result of an accident, an employee received benefits under the Workplace Safety and Insurance Act, 1997 in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- (d) An employee without sick leave credits who is injured in the course of their employment and loses time from work will not receive any compensation until the Workplace Safety and Insurance Board approves their claim, and thereafter will receive pay directly from them at the current legislated ratio of pay. If the claim is not approved, there will be no compensation from the District School Board of Niagara or the Workplace Safety and Insurance Board.

12.03

Retirement Gratuity

Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:

- (a) Teachers continuously employed under the Secondary School Teachers' Collective Agreement with the Niagara South Board of Education on or before August 31, 1998 shall, upon retirement, be eligible to receive a retirement gratuity in accordance with the provisions of the plan (either Collective Agreement or Board Policy, as the case may be) which applied to the teacher as of that date.
- (b) Teachers continuously employed under the Secondary School Teachers' Collective Agreement with the Lincoln County Board of Education on or before August 31, 1980 shall, upon retirement, be eligible to receive a retirement gratuity in accordance with the provisions of the plan (either Collective Agreement or Board Policy, as the case may be) which applied to the teacher as of that date.
- (c) Teachers hired as of September 1, 1998 by the District School Board of Niagara or as of September 1, 1980 by the Lincoln County Board of Education shall not be entitled to a retirement gratuity.

12.04 In the event of the death of a teacher, entitled to a retirement gratuity in accordance with Article 12.03, such benefit, if not previously paid, shall be paid to the beneficiary named with respect to Group Life Insurance.

ARTICLE 13 LEAVE PLANS

13.01 The following absences will be without loss of sick leave credit, loss of salary, or loss of seniority:

- (a) Bereavement
 - i) Up to a total of five (5) school days may be allowed per bereavement for the following: father, mother, spouse, child, common-law spouse, fiancé (e) or any other relative who resided in the household.
 - ii) Up to a total of three (3) school days may be allowed per bereavement for the following: brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, fiancé(e).

- iii) One (1) school day may be allowed per bereavement for a grandparent-in-law, aunt, uncle.

In the case of extenuating circumstances, application may be made to the Director of Education (or designate) for additional time under this clause. For any working days which fall in this period, there shall be no deduction of pay.

(b) Examinations or Convocations

A teacher, with the prior approval of the appropriate Supervisory Officer or Principal, may be absent from duty without loss of salary by reason of examinations and convocations as follows:

- i) For the purpose of writing examinations, only the half-day period in which the examination occurs shall be granted. In addition to the half-day mentioned in the foregoing, one-half day shall be allowed for travel, if necessary, as determined by the appropriate Supervisory Officer or Principal.
- ii) A half-day period is granted for a teacher to attend their own post-secondary graduation ceremony or the post-secondary graduation ceremonies of their parent, parent-in-law, child, stepchild, child of a common law partner, husband, wife, or fiancé(e). In addition to the half-day period mentioned in the foregoing, one-half day shall be allowed for travel, if necessary, as determined by the appropriate Supervisory Officer or Principal.

(c) Jury Duty or Subpoena

Each teacher who is absent from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which they are not a party or one of the persons charged, or attending a court appearance having to do with custody issues pertaining to a child for whom the teacher has responsibility, shall receive all benefits providing that the employee pays to the Board, any fee exclusive of travelling allowance and living expenses, that they receive as a juror or witness.

(d) Quarantine

A teacher who is quarantined or otherwise prevented by an order of the Medical Health Authorities, from attending their duties because of

exposure to a communicable disease.

(e) Religious Holidays

A teacher shall, upon request, be granted leave without deductions from sick leave credits and without loss of pay to a maximum of five (5) days in any one (1) year for the observance of religious holidays.

(f) Adoption Leave / Paternity Leave

A teacher shall, upon request, be granted leave without deductions from sick leave credits and without loss of pay when adoption leave under the *Employment Standards Act* is not taken and it is necessary for the teacher to attend on the day that an adoptive child is picked up or spouses attending on the day of the birth of their child.

(g) Family Care Leave

A teacher shall in cases involving serious illness/injury, be granted leave without deductions from sick leave credits and without loss of pay to a maximum of three (3) days in any one (1) year for the purpose of tending to the teacher's own children, parents, spouse, parent-in-law, or any other relative who resides in the household.

(h) Special Circumstances

Absence involving unusual or extenuating circumstances may be referred to the Director of Education (or designate) for consideration. Wherever possible, application should be made in advance. Payment or deduction of salary shall be based on a review of the conditions causing absence. Without limiting the generality of the foregoing, such requests for absences may include, but are not limited to:

- i) attending a funeral other than in 13.01 above (up to one (1) day per occurrence);
- ii) bereavement as in 13.01 above where distance or circumstances warrant additional time.

(i) Hazardous Weather

A teacher who is unable to arrive at their workplace due to hazardous

weather shall communicate by telephone to their principal or vice-principal. Such communication must include the current situation and probability of getting to work at a later time.

13.02 Personal Leave (Full Time)

- (a) Reason for Leave – personal.
- (b) Who may apply - no restrictions, approved at the discretion of the Board.
- (c) How to apply – the Board may allow a personal leave of absence upon application in writing to the Superintendent of Human Resources or designate by April 1st prior to a first semester leave and by November 1st for a second semester leave.
- (d) Length of Leave - full semester or full school year.
- (e) Extension - up to two (2) full school years or four (4) consecutive semesters
- (f) Salary during Leave - without pay
- (g) Benefits during Leave - Subject to the agreement of the carrier(s), teachers may continue benefits at their own expense, provided payments are made to the Employee Life and Health Trust (ELHT).
- (h) Teaching Experience - Annual salary grid increments shall not be granted to the teacher for Grid Placement for the period during which they are on leave without pay. Additional experience for salary grid purposes as per article 11 may be earned while on leave.
- (i) Seniority - Seniority shall continue to accrue during the period of leave.
- (j) Return form Leave- A teacher returning from a leave of absence of a duration of one (1) year or less, shall be treated as a member of the staff of the school(s) to which the teacher was last assigned.

A teacher returning from a leave of absence of a duration greater than one (1) year shall become a system responsibility and available for placement.

A member of the Local holding a Consultant, Resource Teacher or Instructional Coach position shall be guaranteed their former position upon return from leave, provided the position still exists, provided the term has not ended, and provided that the leave does not exceed one (1) year.

- (k) Other conditions - It shall be the responsibility of the teacher to notify the Human Resources Department, in writing, of their intention to return to teaching from an approved leave of absence by the Friday prior to March break of the school year in which the leave expires. In the event of extenuating circumstances, the aforementioned date may be amended by mutual consent of the Board and the Local.

13.03 Personal Leave (Part Time)

- (a) Reason for Leave - personal
- (b) Who may apply - no restrictions, approved at the discretion of the Board.
- (c) How to apply - The Board may allow a personal leave of absence upon application in writing to the Superintendent of Human Resources or designate by April 1st prior to a first semester leave and by November 1st for a second semester leave.
- (d) Length of Leave - full semester/full school year on a 33% or 66% basis. At the discretion of the Board, consideration may be given to requests of other increments in other circumstances.
- (e) Extension – up to two (2) full school years or four (4) consecutive semesters.

- (f) Salary during Leave - payment for % of time teaching.
- (g) Benefits during Leave - Subject to the agreement of the carrier(s), the Board's contribution toward premium costs for Life Insurance, Extended Health, Semi-Private Hospital and Dental Insurance shall be pro-rated, provided the teacher continues their contribution to the Employee Life and Health Trust (ELHT).
- (h) Teaching experience- Teaching experience shall be pro-rated for Grid placement in accordance with Article 11.07 during the period of part time leave.
- (i) Seniority - Seniority shall continue to accrue during the period of leave.
- (j) Return from Leave - Subject to the redundancy provisions of the Collective Agreement, a teacher shall have the option of returning to a full-time teaching load similar to the position held prior to applying for the Part-Time Teaching Leave.

A member of the Local holding a Consultant, Resource Teacher or Instructional Coach-position shall be guaranteed their former position upon return from leave, provided the position still exists, provided the term has not ended, and provided that the leave does not exceed one (1) year.
- (k) Other conditions - It shall be the responsibility of the teacher to notify the Human Resources Department, in writing, of their intention to return to teaching from an approved leave of absence by the Friday prior to March break of the school year in which the leave expires. In the event of extenuating circumstances, the aforementioned date may be amended by mutual consent of the Board and the Local.

13.04 Pregnancy/Parental/Adoption Leave

Pregnancy/Parental/Adoption Leave shall be granted according to the

terms of the Employment Standards Act and in addition, the following conditions shall apply:

Pregnancy Leave Benefits

- (a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short-Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- (b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- (c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- (d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- (e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- (f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- (g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- (h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.

- (i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- (j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- (k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- (l) A SEB plan to top up their E. I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short-Term Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from the E. I. and their regular gross pay.
- (m) The Board shall provide for teachers on parental/adoption leave a supplementary employment benefits plan.

The plan will pay during three (3) weeks an amount equal to 100% of the teacher's regular salary for parental/adoption benefits, provided that the teacher is eligible for parental/adoption benefits under E.I. laws and regulations and provided that they provide documentation to the Board. The payment from the Board will be payable to the Member only for those days during the three (3) weeks which fall on regular school days. The maximum net payment from the Board will not exceed the equivalent of two (2) weeks' salary at 100%.

13.05

Leave for OSSTF, District 22 Officers

- (a) Upon application by OSSTF, District 22, leave will be granted for up to the equivalent of three (3) full-time teachers. Such leave will be granted for District 22 activities and must be submitted to the Board, wherever possible, by June 1 of the preceding school year.
- (b) Each teacher on leave shall receive regular salary and benefits, experience for grid placement and seniority. The Board will pay for the full cost of salary and contributions for benefit plans (or the equivalent) for the District 22 President OSSTF, District 22 shall reimburse the Board

for the full cost of salary and benefits for any additional Officers.

- (c) A teacher on leave in accordance with this Article shall not be allocated Sick Leave/Short Term Disability Leave Plan days during the period of approved leave.
- (d) A teacher returning from a leave under this article has the right to be assigned to a teaching position, subject to the corresponding procedures set out in Article 14.
- (e) OSSTF, District 22 shall be responsible for any WSIB costs related to injuries which occur during the period of a long-term Union leave, as set out in (a) above.

13.06 Leave for OSSTF, District 22 Business

- (a) At the request of the OSSTF/FEESO, District 22, the Board may excuse from teaching duties one or more teachers for the purpose of conducting official Federation business. Such leave shall be subject to prior arrangements with the Director of Education, the reasonable requirements of the timetable and the availability of occasional teachers to replace the teachers involved. Absences may be segments of 0.33, 0.67 or full days but, in any event, the maximum time of such leave shall not exceed an aggregate maximum of fifty (50) school days in each year, exclusive of negotiations between the parties.
- (b) Members of OSSTF/FEESO, District 22 granted leave under 13.06 (a) shall suffer no loss of salary or benefits. OSSTF/FEESO, District 22 agrees to reimburse the Board for the full cost, including wages and benefits and applicable statutory deductions, of any Occasional Teachers required to replace teachers on such leave.

13.07 Provincial Executive Leave

- (a) In the event that a member of OSSTF/FEESO, District 22 is elected or appointed to an office with the Provincial Executive of OSSTF/FEESO, the Board agrees to give that teacher an indefinite leave of absence without pay.

- (b) It shall be the responsibility of the teacher to notify the Board of their election or appointment to the Provincial Executive by March 31. Similarly, a teacher returning to teaching from the Provincial Executive must notify the Board by March 31.
- (c) The time spent on leave shall not entitle the teacher to grid increment(s) for that time.

13.08

Political Leave

- (a) In the event that a member of OSSTF/FEESO, District 22 is elected to Provincial or Federal Parliament, the Board agrees to give that teacher a leave of absence without pay for the elected terms of office.
- (b) It shall be the responsibility of the teacher to notify the Board of their election within five (5) days of the results becoming official and request the granting of leave. Similarly, a teacher returning to teaching from such leave must notify the Board within five (5) days of leaving office and request placement at the earliest available opportunity in a position for which the teacher is qualified.
- (c) The time spent on leave shall not entitle the teacher to grid increment(s) for that time.

13.09

Return From Leaves

- (a) A teacher returning from a leave of absence of a duration of one (1) year or less, shall be treated as a member of the staff of the school(s) to which the teacher was last assigned.
- (b) A teacher returning from a leave of absence of a duration greater than one (1) year shall become a system responsibility and available for placement.

13.10

Employee-Financed Leave

- (a) The teacher shall make arrangements with the Superintendent of Human Resources or designate for determining the year in which the leave is taken and the percentage of regular teaching salary to be held back for each year of teaching in the years prior to taking the leave.

A teacher on an Employee-Financed Leave shall be replaced by an Occasional Teacher during the term of the teacher's leave.

- (b) The salary that is held back by the Board shall be placed in trust in the PenFinancial Credit Union or other approved financial institution, in the teacher's name and given to the teacher, along with accrued interest, in a manner agreed to by the Board and the teacher in the year in which the leave is taken. The teacher may choose to receive the payments on the regular payment schedule, outlined in Article 17 or by way of a lump sum, the method to be determined by the teacher at least one (1) month prior to the commencement of the leave. Any remaining balance in the teacher's trust account is to be paid in accordance with Article 17.
- (c) Subject to any limitations set out by the insurance carrier(s), employee benefits will be maintained during the leave of absence provided that the teacher pays the OSSTF/FEESO Employee Life and Health Trust (ELHT) the full cost of premiums.
- (d) If the teacher is declared redundant to the secondary panel during the years of salary hold back leading to an Employee-Financed Leave under this plan, the Board shall pay to the teacher the full amount of salary withheld up to that time along with any accrued interest, in a manner agreed to by the teacher and the Board.
- (e) If the teacher leaves the employ of the Board prior to taking the leave, then the Board shall pay to the teacher the full amount of salary withheld up to that point, along with accrued interest, in a manner agreed to by that teacher and the Board. If the teacher dies prior to going on leave, the Board shall pay the full amount of salary and accrued interest on a date specified, in a manner agreed to by the Board and the executor(s) or administrator(s) of the estate.
- (f) If a teacher decides not to return to the Board following an Employee-Financed Leave, the Board shall be notified as soon as possible of this decision and not later than May 1 of that year.
- (g) A teacher taking an Employee-Financed Leave for a period of one (1) year or less shall be returned to the same teaching position from which they left before the leave, if the position still exists.

- (h) The Employee-Financed Leave shall be treated as a year's teaching experience for seniority purposes with the Board, within the meaning of Article 14, but shall not entitle the teacher for increment for that year.
- (i) Teachers applying for an Employee-Financed Leave will be sent a copy of the District School Board of Niagara Administrative Procedure 5-04 (Employee Financed Leave Plan). The teacher shall be responsible for following the directions set out in the Administrative Procedure.

ARTICLE 14 SENIORITY

14.01 Seniority

- (a) Seniority shall be defined as uninterrupted teaching service with the District School Board of Niagara, including its predecessor Boards, attained since the last date of hire.
- (b) Last date of hire, for seniority purposes, shall be the first day of the month in which the teacher began continuous, uninterrupted permanent or probationary employment with the District School Board of Niagara, the Niagara South Board of Education, Lincoln County Board of Education, or their predecessor Boards.
- (c) Continuous uninterrupted teaching service shall include active full-time and part-time permanent or probationary employment; time spent on approved leave-of-absences and time spent on a recall list in accordance with provisions of predecessor (Niagara South Board of Education and Lincoln County Board of Education) Collective Agreements.
- (d) Notwithstanding paragraphs (a), (b) and (c) above, under no circumstance is any teacher to have less/more seniority with the District School Board of Niagara than the teacher had with the predecessor Board (Niagara South Board of Education or the Lincoln County Board of Education) at the time of amalgamation of said predecessor Boards.
- (e) Where an elementary teacher attains employment as a teacher in the OSSTF/FEESO District 22 which this Collective Agreement covers, the seniority of such teacher shall include continuous, uninterrupted service as a teacher in the elementary panel of the District School Board of Niagara or its predecessor Boards, immediately prior to attaining such employment. The transfer of teachers from the elementary to secondary panel will only occur if positions are available and if no qualified or deemed capable secondary teacher will be displaced as a result of the

transfer. This clause shall stand as long as this arrangement is reciprocal with the elementary panel.

Notwithstanding the above, effective September 30, 2005, seniority for newly hired teachers shall be defined as the length of uninterrupted teaching service with the District School Board of Niagara as a secondary teacher and a member of OSSTF/FEESO District 22. Article 14.01 (e) shall expire on September 30, 2005.

- (f) Where teachers have equal seniority, the order of seniority shall be determined by the following criteria taken in order as follows:
 - i. Length of prior permanent or probationary teaching experience with the District School Board of Niagara or its predecessor Boards;
 - ii. Total number of years of permanent or probationary teaching experience in elementary and/or secondary schools in Ontario;
 - iii. Total number of years of permanent or probationary teaching experience in elementary and secondary schools in Canada;
 - iv. Seniority on the Secondary LTO list for teachers hired on or after September 1, 2015, reflecting service credit as of August 31st.
 - v. By lot

14.02 (a) Termination of Seniority and Employment

The seniority of a teacher shall be terminated, and the teacher's employment deemed at an end, for any of the following reasons:

- i) the teacher resigns or retires,
- ii) the employment of the teacher is terminated for just and sufficient cause,

- iii) the teacher is not recalled within the recall period provided for in this collective agreement,
- iv) the teacher, while on the recall list, twice refuses an equivalent time position for which the teacher is qualified,
- v) the teacher, while on the recall list, accepts severance pay, as provided under the *Employment Standards Act* or in this Collective Agreement.

14.03 Surplus to School

- (a) When a school is deemed to be overstaffed, teachers will be declared surplus to their school by the Principal in consultation with the school's ISSAC. Factors to be considered will include program needs and then seniority within qualifications.
- (b) If any party disagrees with the decision in (a) above or (d) below, the matter will be referred to OSSTF/FEESO, District 22, which will present the case to the Superintendent of Human Resources.
- (c) The decision of the Superintendent of Human Resources is final.
- (d) Teacher(s) declared surplus to a school may be given the option to return to that school should a position for which the teacher is qualified become available prior to June 1st of the current school year, in order of seniority.

14.04 Potential Redundancy Declaration

- (a) A staff reduction shall occur when the projected full-time equivalent number of teachers required for the following school year is less than the number of full-time equivalent teachers employed in the current school year (less resignations received).
- (b) If the number of teachers required for the following year is less than the number currently employed (less resignations received), the Board shall declare at a date to be determined by the SAC a number of teachers potentially redundant to the needs of the system equal to the potential staff reduction.
- (c) Teachers initially identified as being potentially redundant shall be notified in writing by the Superintendent of Human Resources at a date

to be determined by the SAC. Such notice shall indicate that the teacher is being declared potentially redundant as a result of a necessary reduction in the number of teaching positions available for the subsequent year. A copy of such notice shall be provided to OSSTF/FEESO District 22.

14.05

Redundant Teachers(s)

When the staffing needs for the school system have been met subject to any requirements negotiated by the parties and the total number of teachers employed exceeds the total required, the number in excess is the number of teachers who may be declared redundant. Such teachers shall be the teachers with the least seniority.

- (a) All teachers identified as being redundant shall be placed on the recall list in seniority order.
- (b) A redundant teacher shall have a right of recall in order of seniority to an equivalent position conditional on being qualified in the subject area(s). In the event that there are no qualified teachers, the Board may offer the position in seniority order to redundant teachers who, in the judgment of the Board, will undertake to become qualified as soon as possible and not later than the following school year.
- (c) The right of recall shall extend for three (3) years commencing with the start of the school year for which the teacher has been declared redundant.
- (d) A teacher previously on a full-time assignment who accepts recall into a part-time assignment shall be entitled to a full-time position, subject to subsequent surplus determination and subject to (g) below.
- (e) Teachers on the recall list shall keep the Board and OSSTF District 22 (TBU) informed in writing, of any change in qualifications and change of address and/or telephone number required by the Board to contact them for possible assignment.
- (f) Redundant teachers eligible to remain on the recall list shall notify the Board by letter, no later than March 1 that they wish to remain

on the recall list.

- (g) No external hiring shall take place until positions have been offered to redundant qualified members and then in accordance with Article 15.
- (h) A teacher who has been declared redundant and has not been placed in accordance with the provisions of the collective agreement shall, upon application, be added to the Secondary LTO List, with date of hire to the Occasional Teacher Roster determining seniority, until the end of the recall period or a placement, whichever comes first.

14.06

Seniority List

- (a) By February 15 or earlier if the process in Article 14.01 (f) is complete. Seniority Lists will be developed by the Board indicating each teacher's name and current work location by order of seniority projected to June 30th of the current school year, as defined by this Article. Copies of the Seniority List will be posted on the Board's internal web site and all teachers will have access to both the secondary teacher and secondary occasional teacher seniority lists.
- (b) By February 28th, or within ten (10) school days of receipt of the Seniority List, whichever is earlier, OSSTF/FEESO District 22 will respond, in writing, to the Human Resources Department indicating any disagreement regarding the accuracy of the list.
- (c) By March 15th, or within twenty (20) school days of provision of the Seniority List, whichever is earlier, OSSTF/FEESO District 22 and representatives of the District School Board will meet, if required, to resolve any alleged discrepancies, prior to March 31st. Decisions made to resolve any discrepancies must be consistent with the terms of this article.

14.07

Teacher Exchange and Transfers Across Panels

- (a) A secondary teacher who is granted an exchange with a teacher in the elementary panel or who is successful in obtaining a transfer to the elementary panel shall be considered on an approved leave of absence from OSSTF/FEESO District 22, and the Board shall not deduct any OSSTF/FEESO fees for the duration of the exchange or transfer.

- (b) The teacher shall become a statutory member of the Elementary Teachers Federation of Ontario for the duration of the leave.
- (c) Upon returning to the Bargaining Unit from the leave, the teacher shall have restored all seniority accrued up to the last day worked prior to the commencement of the leave.
- (d) The exchange must be made by the mutual consent of the teacher(s), the principals of both schools, OSSTF/FEESO District 22 and the Superintendent of Human Resources.
- (e)
 - i) An exchange or transfer shall be for a period not to exceed one (1) school year. After the exchange or transfer, the teacher shall have the right to return to the same school and the same position subject to the conditions of Articles 14.03 and 14.04 of the Collective Agreement.
 - ii) For purposes of surplus/redundancy declaration during the year of the exchange or transfer, any teacher on an exchange or transfer defined in 14.06 (a) will be the responsibility of the originating school.
- (f) No transfers shall be approved until all unassigned contract staff have been placed.
- (g) The exchange or transfer may be renewed for a second year provided that there is a continued mutual consent of all parties and the preceding requirements are met.
- (h) With the mutual consent of the teacher(s), the Board and OSSTF/FEESO District 22, the exchange may become permanent provided that this does not cause any surplus or redundancy in the first year that the exchange or transfer becomes permanent.

ARTICLE 15 PART-TIME TEACHERS

- 15.01 The salary of a teacher having less than a full-time assignment shall be pro-rated on the basis that their workload bears to the workload of a full-time teacher, as defined in Article 18.01, over a full school year. The teacher shall enjoy all the benefits of this Agreement for which the teacher is eligible pro-rated to the time

employed.

- 15.02
- (a) Part-time teachers shall be given the opportunity to increase their teaching time. Teachers requesting increased time will be given priority in the staffing process:
 - i) in order of seniority;
 - ii) subject to qualification on their Ontario College of Teachers certificate of qualification; and
 - iii) subject to submission of an application form for increased teaching time by March 1st.
 - (b) Increased Teaching Time applications as defined above shall be considered to remain in effect for the following school year.
 - (c) Notwithstanding 15.02 (a) (iii), teachers hired or recalled to a part time schedule after March 1st shall be automatically considered to have submitted an application form for increased teaching time.
 - (d) No external hiring shall take place until the process defined above is completed.

ARTICLE 16 MEDICAL PROCEDURES

- 16.01
- (a) No teacher shall be required to carry out any medical procedures, except as may be required by law or by any Board Policies and Administrative Procedures which are predicated on said law.
 - (b) Except as may be required under law, no teacher shall be required by the Board to examine/diagnose students for communicable conditions or diseases.
 - (c) While teachers are not required to perform the procedures as set out in (b) above, they may volunteer to do so under the direction of the Principal. The Board shall assume all liability under these conditions.

ARTICLE 17

METHOD OF PAY

17.01 A teacher's annual salary for the contract year, as determined under Article 21, shall be paid as follows:

- 4.167% on the 15th and the last day of the months of September to August, provided that if the 15th or the last day falls on a Saturday, Sunday or Holiday Monday, then the salary payments will be issued on the preceding Friday.

Applicable payroll deductions will be made from each of the payments detailed above.

17.02 Notwithstanding the above, a teacher upon the termination of their employment with the Board shall, at that point have their salary adjusted in accordance with Article 17.03 to reflect the actual amount earned.

17.03 A teacher is entitled to be paid their annual salary in proportion to the sum of the total number of school days on which the teacher performs their duties (or is paid pursuant to this Agreement) bears to the sum of the total number of school days in the school year.

17.04 Prior to any adjustment to salary as a result of an overpayment or an underpayment, the Board official responsible for Human Resources (or designate), shall consult with the teacher to discuss the timing for the necessary adjustment.

ARTICLE 18

STAFF ALLOCATION AND WORKLOAD

18.01 (a) Each full-time teacher will be assigned a maximum of six (6.0) periods. Unassigned time shall be available to the teacher for preparation and planning.

18.02 In addition, each full-time teacher may also be assigned up to the following maxima half-period Alternative Professional Assignments (APA) comprised of either on-calls, supervisions, student mentoring and/or teacher mentoring based on seventy-five (75) minute periods or equivalent.

(a) Off-Site Alternative Education Teachers, Special Needs Teachers, Section

23 Teachers and Cooperative Education Teachers will be assigned up to the following maxima Alternative Professional Assignments comprised of student mentoring:

For the duration of this agreement - 50 half periods.

- (b) School Based Program Leaders will be assigned Alternative Professional Assignments comprised of Teacher Mentoring on the basis of one-half ($\frac{1}{2}$) period per department section from a minimum of ten (10) to a maximum of twenty-five (25). (For example, a School Based Program Leader with 8 sections will be assigned 10 Teacher Mentoring Alternative Professional Assignments, a School Based Program Leader with twelve (12) sections will be assigned 12 Teacher Mentoring Alternative Professional Assignments, and a School Based Program Leader with 37 sections will be assigned 25 Teacher Mentoring Alternative Professional Assignments.)
- (c) School Based Program Leaders may be assigned up to the following maxima Alternative Professional Assignments comprised of on-calls and supervisions.

For the duration of this agreement, Alternate Professional Assignments will be - 50 half periods less those assigned in Article 18.02 (b) with a maximum of 24 on calls.

- (d) All other teachers may be assigned up to the following maxima Alternative Professional Assignments comprised of on-calls and supervisions. For the duration of this agreement, Alternate Professional Assignments will be - 24 half period on calls, 26 half period supervisions

- 18.03
 - (a) Every effort shall be made to equitably distribute supervisions and on-calls among teaching staff assigned to the school.
 - (b) No teacher shall be assigned more than one-half ($\frac{1}{2}$) period of supervision and/or on-call and/or teacher mentoring per day to a maximum of two (2) per week.
- 18.04
 - (a) The Principal in consultation with the ISSAC shall determine the school needs for Alternative Professional Assignments which shall be equitably assigned among the teaching staff. The Principal and the ISSAC may review and revise assignments to address school needs, as long as the assignments remain equitable and in compliance with the parameters set

out in this article.

- (b) Supervisions and/or on-calls may be scheduled in blocks, subject to the agreement of the ISSAC.
- (c) Notwithstanding the above, Co-op, Special Needs, Alternative Learning Program and Section 23 teachers may be assigned their Alternative Professional Assignments in the form of student mentoring.

18.05 All part-time teachers shall have their assigned duties and day pro-rated to a full-time teacher assignment as defined in Article 18.01.

18.06 No teacher shall be assigned other duties during the school day in addition to those set out in Article 18.01 through 18.03 above. Notwithstanding in unforeseen circumstances (e.g. inclement weather, emergency situations, etc.), teachers may be assigned additional professional duties which exceed the parameters set out in Articles 18.02 and 18.03.

18.07 Any scheduling of supervisions outside the school day must be with the mutual consent of the teacher, the Principal and the Bargaining Unit President.

18.08 Each teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the hours of 10:30 a.m. and 1:45 p.m.

18.09 No classroom teacher shall be allocated assigned time over a continuous interval exceeding two-hundred and twenty-five (225) minutes, excluding travel time between classes or breaks.

18.10 Multi-Subject Instructional Period (MSIP) Schools

Notwithstanding the above, the following shall apply to MSIP schools.

MSIP schools are defined as those schools having a five-period instructional day on a daily basis.

- (a) Full-time teachers in the school identified within will continue to be assigned a workload as outlined elsewhere in this article with the exception of Articles 18.01 and 18.09.

- (b) Unassigned time shall be available to the teacher for preparation and planning.
- (c) No teacher shall be allocated assigned time over a continuous interval exceeding one-hundred-and-eighty (180) minutes, excluding travel time between classes or breaks.
- (d) Every attempt will be made to have the sizes of MSIP classes balanced.
- (e) Teachers scheduled in the MSIP period will not be responsible for assessment, evaluation, preparation, or reporting regarding the students assigned, however, teachers will be responsible for assisting students with mastering instructional expectations and recording attendance for purposes of reporting within the school only.
- (f) MSIP classes will not be used as detention rooms or for "in-school suspensions".
- (g) A classroom visit pertaining to a Teacher Performance Appraisal will not occur during an MSIP period.
- (h) All MSIP teachers will use their discretion as to whether to permit additional students (on a casual basis) into their MSIP class who are not on their MSIP class list.
- (i) Each classroom teacher will be assigned an MSIP as prescribed in the chart in 18.10 (n).
- (j) Teachers with a full or partial non-classroom assignment may be assigned their MSIP in the non-classroom area.
- (k) The MSIP shall be limited to a total of not more than 27 students with an additional flex factor of two (2).
- (l) Periods, including MSIP, shall be 60 minutes in length.
- (m) All On-Calls are half period (30 minute) equivalents, which may be put into one-hour blocks with the agreement of the ISSAC. Supervisions/Student Mentoring/Teacher Mentoring are at maximum non-MSIP half period (37.5 minute) equivalents.

- (n) The numbers of on-calls and supervisions will be:

For the duration of the 2019-2022 agreement

Assignment (Classes)	FTE Status	MSIP Periods	30-Minute On-Calls	37.5-Minute Supervisions
1	0.167	22	5	4
2	0.333	44	10	7
3	0.500	66	15	13
4	0.667	88	20	17
5	0.833	110	25	22
6	1.000	132	30	26

- (o) In the portion of the semester when a teacher is assigned to an MSIP class, the teacher will not be assigned On-calls.
- (p) The total number of On-calls in one week shall be at most five half-periods.
- (q) That teachers assigned in an (MSIP) school who work less than full-time will have their workload pro-rated and that the MSIP period be contiguous to the assigned teaching period(s) for all such teachers.

Note:

Four MSIP Teachers will supervise three MSIP classes for one semester or for one full school year. In other words, an MSIP teacher will cover three-quarters of the MSIP periods in a semester in quarter semester blocks or will cover three-quarters of the MSIP periods in a full school year in half-semester blocks.

- 18.11 (a) As the basis for timetabling, the following class size maxima are effected for the 2019-2022 school years:

Grade 9/10		Grade 11/12	
Ministry Level of Instruction	Class Size Maxima	Ministry Level of Instruction	Class Size Maxima
Academic (D)	30	University (U)	30
Applied (P)	23	University/College (M)	30
Open (O)	28	College (C)	28
Open (SSTW sites)	25	Workplace (E)	24
Essential (L)	20	Open (O)	28
		Open (SSTW sites)	26
Program	Class Size Maxima	Program	Class Size Maxima
Tech (T)	21	Tech (T)	21
Tech (K)	17	Tech (K)	17
Coop (COO)	28 credits/section	Coop (COO)	29 credits/section
Credit Recovery	22	Credit Recovery	22
Learning Strategies	20	Learning Strategies	20
Alternative Pathways	20	Adult Education	31
		College Link	25
		Niagara Link	25
		Alternative Pathways	20

NB – Computer-based or health care-based technology courses with no equipment supervision or safety concerns (“soft tech”), can be increased to a class size maxima of 23. These classes cannot exceed flex.

- (b) Exceptions to the class size maxima set out in (a) above may be made if necessary and must be agreed to by the teacher affected, the Principal and the OSSTF/FEESO District 22 President.
- (c) A Teacher’s timetable shall have a maximum number of students determined as follows:

- i) the applicable maxima in 18.11 (a), and
- ii) classes may exceed class size maxima by a flex factor of two. No more than three (3) classes per teacher per school year may use the flex factor.

(d) In addition to the flex factors noted above:

- i) Further, for 5% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students above the flex factor.
- ii) No teacher will have more than three classes per year, with no more than two (2) classes per semester, impacted by paragraph i) without mutual consent of the Principal, teacher and OSSTF/FEESO District 22 President.
- iii) The exceptions as per i) and ii) shall be shared with the SAC and school-based staffing committees.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (i) above on any individual teacher's assignment.

18.12 Any multi-level class shall be considered at the lower level if more than four (4) students in the class are at the lower level.

18.13 The school administration shall produce a Class Size Report for each class, by semester, using the class size maxima stated in Article 18.11 and 18.12 above. The Class Size Report, and a teacher assignment report, will be shared with the ISSAC in each school.

18.14 The In-School Staffing Advisory Committee (ISSAC) in each school shall identify any discrepancies between actual class sizes and the class size maximums stated in Article 18.11.

- (a)
 - i) For first semester, the ISSAC in each school shall ensure that the actual class sizes are within the parameters of Article 18.11 by the third Friday in September.
 - ii) If, for the first semester, any class remains outside the parameters

of Article 18.11, the ISSAC in each school shall report to the SAC those classes by the first Friday in October. The SAC shall make any necessary adjustments or determine any necessary exceptions.

iii) By October 31 for first semester, no class shall exceed the parameters of Article 18.11 unless agreed to by the SAC.

(b) i) For second semester, the ISSAC in each school shall ensure that the actual class sizes are within the parameters of the class size maximums in Article 18.11 by the third Friday in February.

ii) If, for the second semester, any class remains outside the parameters of Article 18.11, the ISSAC in each school shall report to the SAC those classes by the fourth Friday in February. The SAC shall make any necessary adjustments or determine any necessary exceptions.

iii) By March 31 for second semester, no class shall exceed the parameters of Article 18.11 unless agreed to by the SAC.

18.15 Class size maxima not addressed in this Article will be referred to the SAC for determination.

18.16 Class size divisors will be reviewed annually by SAC.

18.17 Any other case by case exceptions to Article 18.11 will be referred to the SAC for determination.

Reporting on Student Achievement

18.18 Teachers shall have a minimum of twenty-four (24) hours between the completion of the final exam for a course and the submission of marks for that course. Extensions to the twenty-four hours will not be unreasonably withheld, provided it does not interfere with promotion meetings or preparation for graduation.

18.19 Early Progress Reports

Early Progress Reports will be completed once each semester by teachers.

Reporting of Absence

- 18.20 (a) For the purpose of reporting an unanticipated absence, a teacher should make an entry (by telephone or web) in the Board approved Attendance Reporting System prior to 6:45 a.m. on the day of absence. Provided such entry is made before the specified time, this shall be the only reporting of absence required.
- (b) If it is necessary for a teacher to report an unanticipated absence after 6:45 a.m., the teacher shall make a phone call to the teacher's school, as directed by the school administration, and make an entry (by telephone or web) in the Board approved Attendance Reporting System if so directed.
- 18.21 For purposes of employment insurance the number of insurable hours to be reported shall be 8 hours per day.

ARTICLE 19

CONTINUING EDUCATION CREDIT COURSES

- 19.01 The parties agree that this Article sets out all rights and privileges for Continuing Education teachers who are teaching a credit course.
- 19.02 Teachers interested in teaching secondary Continuing Education Programs are invited to send in applications to the Continuing Education department.
- 19.03 (a) Summer School
- (i) The Board shall give first consideration to Continuing Education Summer School Teachers who are qualified to teach a course and according to the number of years of service teaching Summer School. In addition to the required qualifications, exceptions based on applicable experiences will be identified by the Board and shared with the Union. Such exceptions will not be unreasonably applied.
- (ii) Seniority Lists will be posted by the Board prior to the start of the hiring process for Summer School.

(a) Night School

(i) The Board shall give first consideration to Continuing Education Night School Teachers who are qualified to teach a course and according to the number of years of service teaching Night School. In addition to required qualifications, exceptions based on applicable experiences will be identified by the Board and shared with the Union. Such exceptions will not be unreasonably applied.

(ii) Seniority Lists will be posted by the Board prior to the start of the hiring process for Night School.

19.04

Effective August 31, 2019:

The salary of Continuing Education teachers shall be \$47.42 per hour (including Vacation Pay and Statutory Holiday Pay under the *Employment Standards Act*).

Effective September 1, 2019:

The salary of Continuing Education teachers shall be \$47.89 per hour (including Vacation Pay and Statutory Holiday Pay under the *Employment Standards Act*).

Effective September 1, 2020:

The salary of Continuing Education teachers shall be \$48.37 per hour (including Vacation Pay and Statutory Holiday Pay under the *Employment Standards Act*).

Effective September 1, 2021:

The salary of Continuing Education teachers shall be \$48.85 per hour (including Vacation Pay and Statutory Holiday Pay under the *Employment Standards Act*)

Effective August 31, 2019:

The salary of Continuing Education Teachers of Self Study Courses shall be paid \$8.72 per booklet marked (including Vacation Pay and Statutory Holiday Pay under the *Employment Standards Act*).

Effective September 1, 2019:

The salary of Continuing Education Teachers of Self Study Courses shall be paid \$8.81 per booklet marked (including Vacation Pay and Statutory Holiday Pay under the Employment Standards Act).

Effective September 1, 2020:

The salary of Continuing Education Teachers of Self Study Courses shall be paid \$8.90 per booklet marked (including Vacation Pay and Statutory Holiday Pay under the Employment Standards Act).

Effective September 1, 2021:

The salary of Continuing Education Teachers of Self Study Courses shall be paid \$8.99 per booklet marked (including Vacation Pay and Statutory Holiday Pay under the Employment Standards Act).

- 19.05 Continuing Education principals shall be responsible for arranging Occasional Teacher coverage for absent Continuing Education Teachers.
- 19.06 The Board agrees that no Continuing Education teacher who is teaching a credit course shall be disciplined or discharged except for just cause.
- 19.07 The grievance procedure in Article 10 will apply to night school and summer school credit course teachers.
- 19.08 Seniority lists will be developed for Summer School/Night School/Self-Study and distributed for correction and scrutiny at the same time as the seniority list for regular day-school teachers.
- 19.09 The Board and a continuing education teacher (night school, summer schoolteacher of credit courses) shall give written notice to the other of not less than two (2) weeks should either wish to terminate the teacher's employment in that program prior to the end of the assignment. Such notice shall not apply in the event of termination for cause.

ARTICLE 20

STAFFING

- 20.01 (a) Based on the projected Average Daily Enrolment (ADE), the FTE teaching staff assigned shall be the number of FTE staff required to fulfill the terms

set out in this collective agreement.

- (b) A secondary school's Average Daily Enrolment in "Dual Credit" Courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.

Staff Allocation Committee

- 20.02
- (a) Composition of the SAC will be determined by the Board and OSSTF/FEESO District 22 respectively, to a maximum of three (3) representatives each. A Board representative will act as Chair. The purpose of this Committee is defined in Article 20.02 (c) below.
 - (b) As soon as practical, but no later than the second Friday in April, the Chair of the SAC shall convene a meeting of the SAC and all secondary school principals for the purpose of reviewing the system staffing needs, the staffing timelines, and to determine the names of the potentially redundant teachers. The Chair of the SAC will immediately inform, in writing, any teacher identified as potentially redundant in accordance with Article 14.04. In addition, principals will be required to identify vacant positions of responsibility for the purpose of immediately posting to the system such positions.
 - (c) The SAC shall operate on a yearly basis and shall hold meetings as required to:
 - i) annually review the previous year's staffing process, recommend procedural changes for the upcoming year provided such changes are consistent with the terms of this Collective Agreement, and establish timelines for the upcoming year;
 - ii) monitor the entire staffing process;
 - iii) act as an appeal body to the staffing process;
 - iv) ensure that teachers have the qualifications necessary to meet the program needs;
 - v) review the staff implications created by school closures and make process recommendations; and

- vi) assist in developing a tracking sheet for on-calls and supervisions to be used by all schools and reported, as requested, by the SAC.
- (d) Subsequent to the initial job posting as referenced above, the SAC shall annually establish procedures to fill vacancies identified after the initial posting. Additional postings may be created, or the SAC may direct the filling of positions from the list of potentially redundant teachers, or with new hires.
- (e) Before the Friday of the third week in May, the Superintendent of Human Resources shall convene a meeting of the SAC and all secondary school principals to review the results of the process indicated in (c) above. Should staff, other than potentially redundant staff, remain unassigned at this time, the Superintendent of Human Resources shall ensure that such teachers are assigned to suitable positions for which they are qualified.
- (f) In the event there is no position in the system for which a teacher is qualified, the teacher shall be placed in a position subject to being qualified and deemed capable to fulfill the program needs and requirements. The Board shall notify the teacher in writing, copy to the District Office that they expect the teacher will undertake to become qualified as soon as possible and not later than two (2) years following. If the teacher has failed to undertake getting qualified, the teacher shall be declared redundant.
- (g) Any teacher, who as of May 31, continues to be considered as potentially redundant, shall be declared redundant to the needs of the school system and shall have their employment terminated by the District School Board of Niagara at the end of the current school year and shall be afforded recall rights in accordance with the provisions set out in this Collective Agreement.

Teacher-Initiated Exchange

20.03

Teachers who wish to exchange assignments with another teacher shall first discuss their request with the Principal of the home school. Such exchanges may be arranged for a period of up to one (1) school year, after the staffing process has taken place, with the agreement of both principals and both teachers. Such teacher-initiated exchanges are subject to the final approval of the Superintendent of Human Resources.

School Closure/Amalgamation

- 20.04
- (a) In the event of the closing of one (1) or more secondary schools, displaced staff will receive priority of placement in the staffing process.
 - (b) Prior to and during the staffing process, consultation/interviews with all displaced staff will take place to provide information, options and to obtain preferences as to teaching assignment/geographical area.
 - (c) The Staffing Allocation Committee (SAC) will establish and monitor the specific procedures as they are required.
 - (d) The SAC will meet within 90 school days of the Board's decision to close or amalgamate or open a Secondary School, to establish specific procedures.

In-School Staffing Advisory Committee

- 20.05
- (a) An In-School Staffing Advisory Committee shall be established and maintained from year to year in each secondary school.
 - (b) An In-School Staffing Advisory Committee shall be comprised of the following school personnel:
 - two (2) representatives from the teaching staff of the school (one of whom shall be the Branch President or designate and the other to be determined by the staff),
 - the Principal,
 - a Vice-Principal.
 - (c) The Committee will review the number of staff allocated to the school during the staffing process by the Staff Allocation Committee (SAC).
 - (d) The Committee shall provide input to the Principal with respect to section allocation within the school.
 - (e) The Committee will review the method of staffing the school during the school year, including potential redundancy declarations, transfers, and the posting of vacancies.

- (f) The Committee shall meet at least three (3) times per year and shall report on its activities to the full school staff at the staff meeting next following any meeting of the In-School Staffing Advisory Committee.
- (g) The Committee will review the in-school staffing and will report, in writing, areas of concern and/or difficulty to the Staff Allocation Committee.

ARTICLE 21 SALARIES AND ALLOWANCE

- 21.01 (a) Each teacher shall be paid a basic annual salary in accordance with the teacher's position on the appropriate Salary Scale as set out in Article 21.02 and where applicable such other allowances.
- (b) Notwithstanding the foregoing, teachers shall not be credited with summer school, night school and other forms of Continuing Education teaching experience for the purpose of grid placement.
- 21.02 (a) **Basic Salary Scale – Teachers**
Effective August 31, 2019

Years of Teaching Experience	Group 1	Group 2	Group 3	Group 4
0	47,283	48,603	54,453	56,879
1	52,134	53,486	59,678	62,520
2	55,910	57,687	63,941	67,109
3	59,269	61,227	68,007	70,777
4	62,331	64,452	71,400	75,140
5	65,398	67,682	74,792	78,793
6	68,463	70,910	78,183	81,613
7	71,528	74,132	81,569	84,376
8	74,589	77,361	84,964	87,940
9	77,317	80,215	88,355	91,520
10	79,225	82,687	91,066	95,739
11			93,200	99,976

Effective September 1, 2019

Years of Teaching Experience	Group 1	Group 2	Group 3	Group 4
0	47,756	49,089	54,998	57,448
1	52,655	54,021	60,275	63,145
2	56,469	58,264	64,580	67,780
3	59,862	61,839	68,687	71,485
4	62,954	65,097	72,114	75,891
5	66,052	68,359	75,540	79,581
6	69,148	71,619	78,965	82,429
7	72,243	74,873	82,385	85,220
8	75,335	78,135	85,814	88,819
9	78,090	81,017	89,239	92,435
10	80,017	83,514	91,977	96,696
11			94,132	100,976

Effective September 1, 2020

Years of Teaching Experience	Group 1	Group 2	Group 3	Group 4
0	48,234	49,580	55,548	58,022
1	53,182	54,561	60,878	63,776
2	57,034	58,847	65,226	68,458
3	60,461	62,457	69,374	72,200
4	63,584	65,748	72,835	76,650
5	66,713	69,043	76,295	80,377
6	69,839	72,335	79,755	83,253
7	72,965	75,622	83,209	86,072
8	76,088	78,916	86,672	89,707
9	78,871	81,827	90,131	93,359
10	80,817	84,349	92,897	97,663
11			95,073	101,986

Effective September 1, 2021

Years of Teaching Experience	Group 1	Group 2	Group 3	Group 4
0	48,716	50,076	56,103	58,602
1	53,714	55,107	61,487	64,414
2	57,604	59,435	65,878	69,143
3	61,066	63,082	70,068	72,922
4	64,220	66,405	73,563	77,417
5	67,380	69,733	77,058	81,181
6	70,537	73,058	80,553	84,086
7	73,695	76,378	84,041	86,933
8	76,849	79,705	87,539	90,604
9	79,660	82,645	91,032	94,293
10	81,625	85,192	93,826	98,640
11			96,024	103,006

(b) **Basic Salary Scale – Consultants**
(Appointed prior to February 1, 2009)

Effective August 31, 2019

Years of Experience	Consultants
0	109,132
1	110,545
2	111,955
3	113,374
4	114,788
5	116,198

Effective September 1, 2019

Years of Experience	Consultants
0	110,223
1	111,650
2	113,075
3	114,508
4	115,936
5	117,360

Effective September 1, 2020

Years of Experience	Consultants
0	111,325
1	112,767
2	114,206
3	115,653
4	117,095
5	118,534

Effective September 1, 2021

Years of Experience	Consultants
0	112,438
1	113,895
2	115,348
3	116,810
4	118,266
5	119,719

(c) **Consultants appointed after February 1, 2009**

i) Basic Salary Scale - Consultants

Teachers appointed to the position of Consultant will receive an annual allowance over and above their basic salary scale as set out in Article 21.02 (a) and (b) above as follows:

- Effective August 31, 2019 \$7,394
- Effective September 1, 2019 \$7,468
- Effective September 1, 2020 \$7,543
- Effective September 1, 2021 \$7,618

ii) Notwithstanding 21.02 (c) above, a teacher who has been appointed to the position of Consultant prior to February 1, 2009 and is reappointed to the position, shall continue to be compensated in accordance with the salary grids set out in 21.02 (a) - (b) above while remaining in the position.

21.03 In no case shall the basic salary paid including any additional amounts outlined in 21.04 exceed the teacher's category maximum as set out in the salary grid.

21.04 (a) **Related Professional Experience**

At the discretion of the Board, related business experience may be recognized as teaching experience for salary grid placement on the following basis:

<u>No. of Years Related Business Experience</u>	<u>No. of Years Teaching</u>
0.5 to 3.4 years	1 year
3.5 to 6.4 years	2 years
6.5 or more years	3 years

The years calculated for related experience shall be those in excess of the years required to obtain entrance to an Ontario Faculty of Education. The onus shall be on the Teacher to produce evidence of such experience at the time of hiring. In cases where related experience has been for part of a year or on a part-time basis, the principle of accumulation shall apply. For teaching experience not eligible for years of experience for salary grid placement and therefore classified as Related Experience, "year" shall be considered as the academic year of the institution concerned and part-time teaching pro-rated accordingly.

(b) Related Trade Experience for Technical Teachers

Effective September 1, 2002:

At the discretion of the Board, related trade experience may be recognized as teaching experience for salary grid placement year for year, up to a maximum of five (5) grid steps for Teachers assigned to teach Technical subjects. A year of related trade experience will be deemed to consist of twelve (12) months of such experience

The years calculated for related experience shall be those in excess of the years required to obtain entrance to an Ontario Faculty of Education. The onus shall be on the Teacher to produce evidence of such experience at the time of hiring. Under no circumstances may recognition of any related trade experience result in the salary for a teacher exceeding the salary level maximum in the salary schedule.

- (c) In the event that the Ministry of Education issues guidelines pertaining to related experience different from those set out in (a) and (b) above, such guidelines shall be used to determine related experience no sooner than the school year following the issuance of the guidelines.

21.05

Post-Graduate Degrees

- (a) Teachers employed by the Board on August 31st, 1998 and in receipt of allowances for post-graduate degrees shall continue to be compensated for such degrees in accordance with the provisions of the Collective Agreement under which they were employed on August 31st, 1998.
- (b) Effective September 1, 2019, teachers shall be entitled to a one- time payment of \$1,768 per post graduate degree upon the completion of the degree and providing documentation acceptable to the Board. Post

graduate degrees shall be defined as a Master's degree, Doctorate degree or equivalent recognized by a Canadian university. The teacher shall qualify for only one Master's degree and only one Doctorate of Philosophy degree or equivalent. Such one-time payment will only be available where the entire degree is in addition to the requirements for Category (Group) placement.

21.06

School-Based Program Leaders

- (a) A teacher holding a school-based position of additional responsibility shall be referred to as a "School-Based Program Leader".
- (b) A teacher holding a School-Based Program Leader position must be scheduled for more than half-time, teaching in the program area of the School-Based Program Leader position and be assigned to the school on a daily basis for the full school year.
- (c) The school Principal, in consultation with the Program Leaders Council, shall determine the School-Based Leadership Positions from the list of program areas, as set out in (e) below. The Principal may combine program areas to create umbrella School-Based Program Leadership positions.
- (d) i) Schools with an Official Projected Enrolment (OPE) of 1200 or greater shall have fourteen (14) School-Based Program Leaders.

Schools with an Official Projected Enrolment (OPE) of 800 to 1199 students shall have twelve (12) School-Based Program Leaders.

Schools with an Official Projected Enrolment (OPE) of 550 to 799 students shall have eleven (11) School-Based Program Leaders.

Schools with an Official Projected Enrolment (OPE) of 400 to 549 students shall have ten (10) School-Based Program Leaders.

Schools with an Official Projected Enrolment (OPE) of less than 400 students shall have eight (8) School-Based Program Leaders.

Alternative Education/Lifetime Learning shall have an aggregate of two (2) School-Based Program Leaders.

Note: Beamsville District Secondary School, School-Based Program Leaders will be maintained until school closure in 2022.

ii) All schools shall have an Information Technology Leader appointed by the Principal on a term basis. The Information Technology Leader is deemed to be part of the Program Leaders Council.

The annual allowance for an Information Technology Leader shall be as follows:

Effective August 31, 2019:	\$1,574
Effective September 1, 2019	\$1,590
Effective September 1, 2020	\$1,606
Effective September 1, 2021	\$1,622

(e) Program areas may include, but shall not be limited to:

- Arts
- Business
- Canadian & World Studies
- Co-op
- English
- Geography
- Guidance/Student Services
- Health & Physical Education
- Languages
- Literacy
- Mathematics
- Numeracy
- Science
- Social Sciences
- Special Education
- Special Needs
- Specialized School-To-Work
- Student Success
- Technology

- (f) A teacher appointed to a School-Based Leadership Position for the 2010/2011 school year, and subsequent school years, which was not an acting position, shall be deemed to have a term appointment of four (4) years.

Notwithstanding the above, during the term of an appointment as School-Based Program Leader, a position itself may be eliminated if the Official Projected Enrolment (OPE) crosses a threshold which requires such change including school closures. When such change occurs, there will be no red circling of the allowance.

It shall be the Principal's responsibility to reorganize program areas, in accordance with Article 21.06 (c) above, based on the program needs of the school.

- (g) The allowance paid to an individual in an acting School-Based Program Leader position shall be prorated, based on the number of days worked in that position divided by 194 school days.
- (h) The annual allowance for a School Based Program Leader shall be as follows:

Effective August 31, 2019:	\$2,169
Effective September 1, 2019	\$2,191
Effective September 1, 2020	\$2,213
Effective September 1, 2021	\$2,235

21.07

The hourly rate for Instructional Outreach Teachers shall be as follows:

Effective August 31, 2019: (Inclusive of 4% statutory holiday pay and vacation pay)	\$29.68/hr.
Effective September 1, 2019: (Inclusive of 4% statutory holiday pay and vacation pay)	\$29.98/hr.

Effective September 1, 2020: \$30.28/hr.
(Inclusive of 4% statutory holiday pay and vacation pay)

Effective September 1, 2021: \$30.58/hr.
(Inclusive of 4% statutory holiday pay and vacation pay)

ARTICLE 22 EMPLOYEE BENEFITS

22.01 As a condition of employment, teachers are required to participate in the Ontario Teachers' Insurance Plan for Long-Term Disability Insurance and shall contribute 100% of the required Premiums.

22.02 The Board's contribution toward premium costs for Extended Health and Dental Insurance shall be pro-rated for part-time teachers in accordance with Article 15.01.

ARTICLE 23 TRAVEL ALLOWANCE

- 23.01 (a) Teachers required to travel in the performance of their regular duties shall be compensated according to the terms and conditions set out in the applicable Board policy.
- (b) Teachers covered under this collective agreement will not be entitled to be compensated for travel between two work locations which occurs due to their acceptance of a short term or long-term Occasional Teacher assignment at another work location.

ARTICLE 24 TEACHER PERFORMANCE APPRAISALS

24.01 The Board and District 22 agree that Teacher Performance Appraisal (New Teacher Induction Program (NTIP), Performance Appraisal for Experienced Teachers (PAET)), shall be conducted in accordance with the *Education Act*, relevant legislation, and in accordance with the Ministry of Education's technical manuals.

24.02 The Board and OSSTF/FEESO District 22 agree as to the right to have Union representation at any meeting following a performance appraisal which was rated unsatisfactory and allow for timely Union representation.

- 24.03 During the pre-observation meeting, the Principal and Teacher will set the date and time for the classroom observation.

ARTICLE 25 NOTICES

- 25.01 Each teacher shall keep the Human Resources Department informed, in writing, of their current address and telephone number. If a teacher should fail to do this, the Board will not be responsible for failure of a notice to reach such teacher, and any notice sent by the Board by registered mail to the address of the teacher which appears on the Board's Human Resources records shall be conclusively deemed to have been received by the teacher.

ARTICLE 26 E-LEARNING

- 26.01 Secondary school credits shall not be delivered by means of an "electronic classroom" without the knowledge and agreement of the Teachers' Bargaining Unit.
- 26.02 Secondary school students under 21 years of age taking credit courses through an electronically delivered curriculum shall be recorded on the day school register of the home school and shall be assigned to a class which is one of the six (6) classes assigned to a member of the Teachers' Bargaining Unit.
- 26.03 Secondary school students, 21 years of age or over, who are taking credit courses through an electronically delivered curriculum shall be assigned to a class taught by a member of the Teachers' Bargaining Unit and shall be recorded on the continuing education register at the work location of that member.
- 26.04 A student of the Board may enrol in an electronically delivered credit course offered by another school board only if the credit is not offered in the student's school and not offered by electronically delivered curriculum by this Board in a given semester.
- 26.05 Credit courses offered by electronically delivered curriculum shall be conducted according to the requirements of the *Education Act* and Regulations that apply to regular day school credit courses.

- 26.06 A class that is taking a course for secondary school credit, delivered in whole or in part through electronically delivered curriculum, shall be subject to the same class size maxima/PTC maxima as other classes in the secondary system. Credits granted for such classes shall be used to generate FTE teachers within the Teachers' Bargaining Unit. No e-learning credit course shall exceed 35 students. Any teacher whose assignment includes e-learning will have their PTC or equivalent adjusted to that portion of the teacher's assignment that is not e-learning.
- 26.07 All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking electronically delivered credit courses shall be the responsibility of the member assigned to the electronic classroom. The curriculum for electronically delivered credit courses shall be the responsibility of the Board.
- 26.08 All electronically delivered courses shall be scheduled for record purposes during the regular school day, largely completed during one semester and the member's work location shall be in a secondary school or other Board facility within the Board's jurisdiction.
- 26.09 A member teaching electronically delivered course(s) shall be assigned a workstation/work area in the member's secondary school with all the necessary resources for teaching an on-line course. A member assigned to teach electronically delivered credit courses shall be subject to the workload provisions set out in Article 18 of this Collective Agreement.
- 26.10 A member teaching electronically delivered courses shall correspond with students only through a Board server.
- 26.11 A member teaching electronically delivered courses shall report to District School Board of Niagara supervisory personnel only.
- 26.12 For purposes of staffing a surplus declaration, a member assigned to teach electronically delivered credit courses shall be included in the staff complement of the secondary school which is the work location of the member. Each time the school is staffed the member has the right to resume a full timetable of regular classes subject to the staffing provisions of this Collective Agreement.
- 26.13 All job postings for electronically delivered credit courses shall be posted in accordance with Article 20 of this Collective Agreement.

- 26.14 The Board agrees to provide the Bargaining Unit with all information pertaining to enrolment, staffing, funding and costs of credit courses offered by electronic delivered curriculum.

ARTICLE 27 HEALTH AND SAFETY

- 27.01 The parties agree to observe the provisions and regulations of the *Occupational Health and Safety Act* as it relates to the Joint Health and Safety Committee and the safety and health of teachers covered under this Agreement. All teachers shall cooperate with the Board in the prevention of accidents and shall make, through the Joint Health and Safety Committee, representations to the Board as to the prevention of accidents.
- 27.02 At the sole discretion of, and upon approval of the Health and Safety Officer, a teacher who requests safety footwear shall be reimbursed up to a maximum of \$200.00 for CSA approved safety footwear, CSA approved prescription safety glasses, or a combination of both every two (2) years. All other required Personal Protective Equipment deemed necessary by the Board shall be provided by the Board. Persons to whom PPE is issued shall wear the PPE when exposed to the hazard for which it was issued.

ARTICLE 28 ACCESS TO FILES

- 28.01 A teacher shall be provided with a copy of any written report directly pertaining to that teacher within three (3) school days of the report being signed.
- 28.02 A teacher shall sign any such report for the sole purpose of indicating that a copy of the report has been received. Such signature does not suggest agreement or disagreement with the content of the report. Teachers shall be able to append attachments to such reports.
- 28.03 A teacher, or designate in writing, shall have access to the teacher's personnel file held by the Board or agent of the Board and shall be entitled to make a reasonable number of copies, without cost, of any materials contained therein. The teacher (or designate) shall make application in writing, to the Labour Relations Manager, who shall upon receipt of the request arrange for access to the file within three (3)

school days. Before being allowed to access their file, the teacher (or their designate) shall be required to provide proof of identity.

- 28.04 (a) Documents contained in a teacher's personnel file which are of a disciplinary nature and all supporting documents shall be removed from the file two (2) years, or less at the discretion of the Director of Education, or designate, after their date of issue, provided that there is no recurrence of behaviour requiring additional disciplinary action.
- (b) The parties agree that letters of Counsel and Expectation are non-disciplinary in nature and not subject to the grievance/arbitration process and shall be removed from the file two (2) years, or less at the discretion of the Director of Education, or designate, after their date of issue, provided that there is no recurrence of behaviour requiring additional action.
- 28.05 A teacher wishing to have documents removed, as referenced above in Article 28.04, shall make application, in writing, to the Labour Relations Manager through OSSTF/FEESO District 22.
- 28.06 The Board agrees that employee files, including files containing information pertaining to Criminal Reference Checks, shall be kept in a secure location at the Board's Education Centre.
- 28.07 The only official Personnel file shall be the one referenced in 28.03.

ARTICLE 29 COMMUNICATION

- 29.01 This collective agreement will be posted on the District School Board of Niagara's internal web site within thirty (30) days of the signing of the agreement.
- 29.02 Current Board policies are available electronically to OSSTF/FEESO, District 22 and all members covered by this Collective Agreement.
- 29.03 The Board will consult with OSSTF/FEESO, District 22 prior to implementing any change in the school calendar.
- 29.04 The Superintendent of Human Resources (or designate) will provide to the OSSTF/FEESO District 22 President a list of newly hired bargaining unit members showing their names and worksites within ten (10) school days of the appointment.

29.05 On their respective websites, each party shall provide a link to the other party's website.

ARTICLE 30 PD FUNDING

30.01 The Board shall provide to the teachers the sum of Sixty-Five Thousand (\$65,000) dollars annually for the purpose of Professional Development.

This money will be allocated to OSSTF/FEESO District 22. The terms of reference will be determined by OSSTF/FEESO District 22 and distributed according to those terms.

30.02 The amount referred to in Article 30.01 shall be paid to the OSSTF/FEESO District 22 by September 30th of each year, provided OSSTF/FEESO District 22 submits to the Board, an audited financial statement accounting for disbursements from the fund.

30.03 Any unused portion of this fund will only be used for purposes of Professional Development in subsequent years, as per terms of reference above.

ARTICLE 31 BOARD EMAIL PLATFORM (CURRENTLY OUTLOOK)/ BOARD POLICIES AND PROCEDURES

31.01 Teachers covered under this Collective Agreement are strongly encouraged to access their Board Email Platform accounts and appropriate conferences at least once each workday, when they are at their regular worksite and carrying out their regular work assignments.

The foregoing is the 2019-2022 Local Collective Agreement between the District School Board of Niagara and the Ontario Secondary School Teachers' Federation/FEESO, District 22.

Dated at St. Catharines, Ontario this ____ day of _____, 2020.

Signed on behalf of the District School Board of Niagara:

S. Barnett, Chair

W. R. Hoshizaki, Director of Education and Secretary

Signed on behalf of OSSTF/FEESO, District 22:

LETTER OF INTENT No. 1
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
AND
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION/FEESO
DISTRICT 22

It is the intention of the Parties that:

1. The length of the school year shall be the minimum required under the *Education Act* (currently 194 days).
2. Teachers who are requested by the Principal or Supervisory Officer and agree to carry out administrative duties outside of the school year (currently 194 days) shall receive an equivalent number of compensating days during the school year to be scheduled at times mutually agreed by the Principal or Supervisory Officer and the teacher.

On behalf of
OSSTF/FEESO District 22

On behalf of the
District School Board of Niagara

Signed at St. Catharines, Ontario this _____ day of January 2009.

LETTER OF INTENT NO. 2

BETWEEN

DISTRICT SCHOOL BOARD OF NIAGARA

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION/FEESO

DISTRICT 22 NIAGARA

RE: Transition to New Adult Day School Model

The Board and Union agree to meet to discuss and establish a pilot for changes to the current Adult Day School Model by October 31, 2020 or on a mutually agreeable time frame for the initial and subsequent meetings deemed necessary. The target implementation date for the pilot is September 2021.

The framework for these discussions will be as follows but not limited to:

- Method of filling vacant or newly identified positions that may require enhanced skills or qualifications.
- Indication of availability, interest and preference for current Adult Day School Teachers for courses they are qualified for in subsequent sessions.
- Consideration of transition and placement for current Adult Day School Teachers displaced due to course cancellation or not being qualified for available courses, and review process with SAC.
- Discussion of Program offerings and timing with SAC.
- Allocation process for program leader positions, should the program expand.
- Target a period of evaluation of no less than two years, to fully transition to the new, agreed upon model.

On behalf of OSSTF/FEESO District 22

On behalf of the District School Board of Niagara

Dated at St. Catharines this 15th day of July 2020.

LETTER OF INTENT No. 3
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
(hereafter called the “Board”)
AND
ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION/FEESO
DISTRICT 22
(hereafter called the “Bargaining Unit”)

Re: Health and Safety, Safe Schools, and Human Rights Forms

The Board agrees to post the following or other Health and Safety, Safe School and Human Rights forms as mutually agreed, electronically, in the “Staff Portal”, with a link under “My Applications”, appearing as Health and Safety and Safe School Forms:

- Admin. Procedure 3-26, Appendix M – Safe Schools Incident Reporting Form
- Admin. Procedure 5-1, Appendix A – Sexual Harassment Complaint Form
- Admin. Procedure 5-2, Appendix A – Employee Incident or First Aid Report
- Admin. Procedure 5-2, Appendix B – Employee Accident Report
- Admin. Procedure 5-10, Appendix A – Human Rights Discrimination/Harassment Complaint Form
- Admin. Procedure 5-26, Appendix A – Workplace Harassment - Informal Complaint Record Form
- Admin. Procedure 5-26, Appendix B – Workplace Harassment – Formal Complaint Record Form
- Admin. Procedure 5-27, Appendix D – Workplace Incident Report Form

On behalf of OSSTF/FEESO
District 22

On behalf of the District School Board of Niagara

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signed at Thorold, Ontario this 8th day of February 2016.

LETTER OF UNDERSTANDING No. 1
BETWEEN
DISTRICT SCHOOL BOARD OF NIAGARA
(hereinafter called the "Board")
AND
Ontario Secondary School Teacher's Federation/FEESO
District 22
(hereafter called the "Bargaining Unit")

RE: Special Circumstances Leave Article 13.01 (h)

In addition to language presently contained in Article 13, the following shall apply provided they are not detrimental to Board Operations with the intent of this language being these leaves shall not interfere with events or processes such as – first day of the semester, last day of the semester, PD days, early release days, exam days, report cards (timely submission, completion and review with parents/guardians), EQAO/OSSLT, graduation, school trips (as may pertain to individual being released). In addition, granting of such leaves would be contingent on sufficient availability of replacement occasional teachers:

- 1.) Each teacher shall request this leave using the Board Leave of Absence Request form and shall be granted a maximum of three (3) unpaid leave days per person, per school year.
- 2.) At the teacher's request, the above-noted leaves may be taken as single days and/or consecutive days.

On behalf of OSSTF/FEESO District 22

On behalf of the District School Board of Niagara

Dated at St. Catharines, Ontario, this 8th day of February 2016

LETTER OF UNDERSTANDING No. 2

BETWEEN

DISTRICT SCHOOL BOARD OF NIAGARA (hereinafter called the “Board”)

AND

Ontario Secondary School Teacher’s Federation/FEESO
District 22 (hereafter called the “Bargaining Unit”)

RE: School Based Program Leader Responsibility

The Board and Union Agree that the following provides a representation of the duties and responsibilities of a Secondary School Based Program Leader:

- Facilitate, promote and lead professional learning for staff.
- Model, promote and support effective practices for staff in the areas of professional judgment, safe workplace practices, classroom management, curriculum, assessment, evaluation, reporting and student focused instructional strategies.
- Liaise with administration regarding staff assignments and timetable allocations to implement the academic program.
- Provide direct assistance, instructional leadership, and mentoring to staff.
- Make recommendations to the Principal regarding budget, equipment, learning materials, course offerings and timetabling for staff and students, facility and resource requirements in the program area.
- Participate in and support the school-based leadership team with school and system initiatives informally and formally through regularly scheduled Program Leader meetings.
- Hold regular meetings with department members of the program area.
- Create, and review program area improvement plans that support school and system goals.

- Attend system PD and program related meetings related to the program area(s).

These duties and responsibilities are not meant to be all inclusive and School Based Program Leaders are expected to perform other duties as directed by the Principal of the school in accordance with the Education Act, its associated regulations, other legislation, DSBN Policies and the Collective Agreement.

Any change to these duties and responsibilities will be discussed with the Union.

On behalf of OSSTF/FEESO District 22

On behalf of the District School Board of Niagara

Dated at St. Catharines, Ontario, this 15th day of July 2020

LETTER OF UNDERSTANDING No. 3

BETWEEN

DISTRICT SCHOOL BOARD OF NIAGARA
(hereinafter called the "Board")

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION/FEESO
DISTRICT 22 NIAGARA
(hereinafter called the "Bargaining Unit")

RE: PROGRESS REPORTS

Both parties agree that effective assessment, evaluation and reporting of student achievement is essential.

Completion of Progress Reports will include the following:

PROGRESS REPORTS

- 1) Progress reports will be issued once per semester approximately six weeks into the semester at dates established each year by the secondary superintendents.
- 2) Each student will receive a progress report for each course they are currently registered in.
- 3) Teachers will report on student progress using the categories "Progressing With Difficulty" or "Progressing Well" rather than letter grade or percentages.
- 4) Learning Skills and Work Habits will be reported on using the categories "N – Needs Improvement" or "G – Good".
- 5) All students will receive a comment for each course that is intended to indicate their progress and/or next steps. These comments should be in student and parent friendly language and not in the depth required for mid-term and final report card comments.
- 6) The Board will consult with the Union to establish a process that promotes adherence to Ministry directives and error-free reporting, which shall be applied consistently in all schools.
- 7) If there are any questions regarding gender identity, name and pronoun for a student when writing comments, the matter will be discussed with school administration.
- 8) Administration and office staff will manage the printing of the progress reports and organize the distribution.

On behalf of OSSTF/FEESO District 22

On behalf of the District School Board of Niagara

Dated at St. Catharines this 15th day of July 2020.

Pursuant to the Provisions of the *School Boards Collective Bargaining Act, 2014*

Memorandum of Settlement on Local Terms

BETWEEN

Ontario Secondary School Teachers' Federation (OSSTF/FEESO)

District 22 – Contract Teachers

(the "Union")

And

-----District School Board of Niagara

(the "Employer")

1. The parties agree that this Memorandum and the attached Appendix "A" constitute the basis for the full and final settlement of the local terms of the collective agreement. The parties agree to recommend these terms to their respective principals for ratification.
2. The parties will complete the ratification process by September 30, 2020.
3. Except as provided in the attached Appendix "A" and in the Memorandum of Settlement respecting central terms dated April 20, 2020, the local terms of the collective agreement and any agreement of the parties in local bargaining and as otherwise required by law continue without amendment for the duration of the collective agreement.
4. Except as provided otherwise herein, the terms of this Memorandum and accompanying Appendix "A" shall be effective on the date of the ratification of these local terms pursuant to the *School Boards Collective Bargaining Act*.
5. The parties shall meet to determine the structure and content of the collective agreement within one hundred and twenty (120) days of the ratification of this Memorandum. Any dispute with respect to a conflict between the local terms and the central terms and any dispute as to whether an issue is solely local, shall be referred by either party to the central dispute resolution process provided for under the central terms of the collective agreement. Disputes related to provisions that are solely local which cannot otherwise be resolved shall be referred to the local grievance arbitration process for resolution.

6. Any proposal or position which may have been taken or submitted by either of the parties hereto and which are not part of this Memorandum of Settlement is hereby withdrawn.
7. This memorandum of settlement and attached Appendix "A" are agreed subject to any errors and omissions.
8. The Board shall supply the Union with an updated list of members by September 1, 2020. This list will include night school, self-study and instructional outreach teachers.

Dated at St. Catharines, Ontario, this 15th day of July, 2020.

For the Board



For the Union



COLLECTIVE AGREEMENT

BETWEEN

THE GRAND ERIE DISTRICT SCHOOL BOARD

(Hereafter called “the Board”)

AND

THE BRANCH AFFILIATE COMPOSED OF ALL TEACHERS EMPLOYED

BY THE BOARD WHO ARE MEMBERS OF THE ONTARIO SECONDARY SCHOOL

TEACHERS’ FEDERATION, DISTRICT 23

(Hereafter called “the Bargaining Unit”)

September 1, 2019 - August 31, 2022

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1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.

- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.

- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.

- ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
- iii. The Crown shall make only one payment under b).
- iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
September 1, 2019: 4%
September 1, 2020: 4%
September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

1. All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
2. New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

- C7.12** Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective

Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.

- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

3. Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

4. Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

5. Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.

- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

6. Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

7. Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.

- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.

- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:

☐ Patient is capable of returning to work with no restrictions.

☐ Patient is capable of returning to work with restrictions. **Complete section 2 (A & B) & 3**

☐ I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. **Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.**

First Day of Absence: _____	General Nature of Illness (please do not include diagnosis): _____
---------------------------------------	--

Date of Assessment:
dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)

Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):		
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	Use of hand(s): <table border="0"> <tr> <td> Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify): </td> <td> Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify): </td> </tr> </table>		Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify):	Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify):
Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify):	Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify):				

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately:			Have you discussed return to work with your patient?	
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days			<input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable):			Start Date: dd mm yyyy	
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours				
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

LETTER OF AGREEMENT #1
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
 - b) Discussions may only include local language pertaining to class size and PTC or equivalent.
 - c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
 - d) All reasonable requests for data related to class size will be shared by both parties.

- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.

- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
AND
The Crown
RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- i. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- ii. enroll all eligible teachers into the LTD program;
- iii. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- iv. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- v. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- vi. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- i. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- ii. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- iii. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- iv. support the information and process requirements in the agreed-upon payroll feed (as per A vi);

- v. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- vi. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- i. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- ii. Support the mandatory early intervention process by providing contact information where required;
- iii. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- iv. provide teachers with the appropriate claims applications in the event of disability
- v. support, complete and submit the employer statement in the LTD claim process;
- vi. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- i. Provide LTD insurance to eligible OSSTF teachers;
- ii. provide the group policy/plan document to Employers and teachers;
- iii. provide claims kits to Employers that provide supporting information about the administrative procedures;
- iv. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- v. provide access to teachers on the LTD coverage information;
- vi. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- vii. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- viii. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
AND
The Crown
RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment
-

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
AND
The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and

- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
- a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement ("OSSTF represented employees") and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee

groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
 - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.

- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.

- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,
 then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan (“OTIP”) for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group’s last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees’ Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

**LETTER OF AGREEMENT #6
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph l). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STDLP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year. Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

OSSTF OCCASIONAL TEACHERS - PART B: LOCAL TERMS

L1.00 PURPOSE

- L1.01 It is the desire of both parties to maintain and further harmonious relations between the Board and the Union and to provide for the prompt and equitable disposition of grievances.
- L1.02 It is the purpose of the parties to this Collective Agreement to set forth certain of the conditions of employment of Occasional Teachers covered by this Collective Agreement of which constitutes the entire negotiated agreement between the Parties hereto.

L2.00 RECOGNITION

- L2.01 The Board recognizes the Ontario Secondary School Teachers= Federation, as the exclusive bargaining agent for all occasional teachers employed by the Board in the secondary panel.
- L2.02 The Board recognizes the Negotiating Team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- L2.03 Each party recognizes the right of the other party to authorize any other advisory, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation of this Collective Agreement.

L3.00 DEFINITIONS

- L3.01 "Occasional Teacher" shall bear the meaning given in the *Education Act*, as amended from time to time.
- L3.02 "Probationary Occasional Teacher" means an Occasional Teacher who has worked less than thirty (30) days worked as an Occasional Teacher for the Grand Erie District School Board or a predecessor Board.
- L3.03 "Long-term Occasional Teacher" means an Occasional Teacher who is employed for a period of nine (9) or more consecutive teaching days as a replacement for the same teacher.

The continuous employment of a Long-term Occasional teacher will be deemed to be unbroken in the event of an emergency school closure, including inclement weather, and all leaves granted pursuant to Articles 7 and 12 of this Agreement.

- L3.04 "Short-term Occasional Teacher" shall mean an Occasional Teacher who is not a Long-term Occasional Teacher.
- L3.05 "Occasional Teacher Roster" means a list of all teachers qualified to teach in Ontario who have been accepted by the Board to teach as Occasional Teachers in the secondary panel.

L3.06 "Secondary Teachers" shall mean the secondary teachers, other than Occasional Teachers, employed by the Board in its secondary panel.

L3.07 "Board" shall mean the Board and its predecessors.

L3.08 Effective September 1, 2016, for the purpose of reporting hours worked for Employment Insurance, the Board shall record each full day as eight (8) hours worked.

L4.00 MANAGEMENT RIGHTS

L4.01 The Union recognizes that it is the sole and exclusive right of the Board to manage the affairs of the Board subject to the *Education Act*, and all other Acts and Regulations pertaining to Education in the Province of Ontario.

L4.02 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of this Collective Agreement.

L5.00 STRIKES AND LOCKOUTS

L5.01 There shall be no strike or lockout during the term of this Collective Agreement. The terms "strike" and "lockout" shall be as defined in the *Ontario Labour Relations Act*.

L6.00 UNION DUES, LOCAL LEVY AND RESPONSIBILITIES OF THE PARTIES

L6.01 On each pay date on which an Occasional Teacher is paid, the Board shall deduct from each Occasional Teacher the OSSTF dues and any levy chargeable by the OSSTF. The amounts shall be determined by OSSTF in accordance with its constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change. Effective September 1, 2016, such local levy shall be a fixed amount or percentage of earnings per pay, with or without an annual cap per employee group (long-term or short-term).

L6.02 The OSSTF dues deducted in 6.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than thirty (30) days following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Occasional Teachers, their Social Insurance Numbers, number of days worked, salary for the period, and the amounts deducted.

L6.03 The local levy specified by the Bargaining Unit in 6.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 23, no later than thirty (30) days following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Occasional Teachers, their Social Insurance Numbers, number of days worked, salary for the period, and the amounts deducted.

L6.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.

L6.05 The Bargaining Unit agrees to notify the Board of its officers and members of the Collective Bargaining Team.

L7.00 PROFESSIONAL ACTIVITY DAYS

L7.01 The Board and the Union shall meet each year to plan specific professional activities in alignment with the Board's Annual Operating Plan to occur on a scheduled professional activity day during the school year for Occasional Teachers.

L7.02 A Long-term Occasional Teacher whose assignment includes a Professional Activity Day shall be paid for the day provided the Long-term Occasional Teacher participates in the scheduled professional activities. Refer to C12.00 of Part A.

L7.03 Subject to the availability of space, an Occasional Teacher may attend, without pay, scheduled Professional Activity days arranged by the Board.

L7.04 Subject to the availability of space, an Occasional Teacher shall have, upon request, access to the Board's in-service programs on a voluntary basis without pay.

L7.05 Effective September 1, 2021, the Board shall allocate to the Union \$3,000 for the purpose of providing professional development of Secondary Occasional Teachers to be administered by the Union. The Union will provide, on an annual basis, a report on the expenditure of funds to the Superintendent of Business. Funds not expended in a given year will be added to the next year's allotment.

L8.00 OCCASIONAL TEACHERS' ROSTER

L8.01 (a) The Board agrees to establish and maintain an Occasional Teachers' Roster. The Board will provide the Bargaining Unit, at least four times each year – September 30, November 30, February 28, April 30 - with an updated Roster and list of employees on leave of absence pursuant to Article 12.03.

(b) The Board will advise the Union with a copy to the President of the Bargaining Unit, of the names, addresses and telephone numbers of all Occasional Teachers within thirty (30) days of their names being added to the Roster and/or List.

L8.02 The Roster shall provide for each Occasional Teacher: name, address, telephone number.

- L8.03 To be eligible for inclusion on the Occasional Teachers' Roster an Occasional Teacher shall have a valid current certification from the Ontario College of Teachers. In filling casual occasional assignments, the Board shall endeavour to secure a qualified Occasional Teacher. When the Board is unable to assign a qualified Occasional Teacher, the Board, subject to the limitations contained in the *Education Act*, is entitled to employ an unqualified person.
- L8.04 An Occasional Teacher's name shall remain on the Occasional Teachers' Roster unless the Occasional Teacher is terminated, resigns or is no longer available for assignment.
- (a)
 - (i) In addition, effective September 1, 2016, the Board reserves the right to remove an Occasional Teacher from the Roster if the Occasional Teacher is unavailable for assignment and/or does not accept at least five (5) FTE days of work in a semester.
 - (ii) Effective September 1, 2021, the Board reserves the right to remove an Occasional Teacher from the Roster if the Occasional Teacher is unavailable for assignment and/or does not accept at least seven (7) FTE days of work in a semester.
 - (b) Part-time permanent teachers are not required to meet the above requirement. The days worked by Occasional Teachers for Federation business shall be counted towards the required FTE days.
 - (c) The requirement to teach at least the minimum FTE days required under L8.04 (a) above shall not apply for the semester in which a teacher returns from a leave or is hired to the Roster.
- L8.05 An Occasional Teacher who wishes to be continued on the Occasional Teachers' Roster for the following school year shall notify Human Resources Services by June 30th each year. The required notification may be sent by email and/or posted online by the Board by June 1st. Human Resources Services shall remove the name of any Occasional Teacher from whom no notification is received by June 30th. It is the responsibility of each Occasional Teacher to confirm that their notification has been received by Human Resources Services prior to the June 30th deadline.
- L8.06 The onus is on the Occasional Teacher to notify the Board in writing of any changes in name, address or telephone number. If no contact can be made with the Occasional Teacher by telephone, then the Board shall attempt to contact the Occasional Teacher by Board email address. If the Occasional Teacher does not respond to the Board by the fifth day (exclusive of Saturday and Sunday) after the date of the email, the Board has the right to remove the Occasional Teacher's name from the Occasional Teachers' Roster.

L9.00 SALARY

- L9.01 All salary rates set out in this Article include vacation pay and statutory holiday pay to which Occasional Teachers are entitled under applicable legislation.
- L9.02 (a) Short-term Occasional Teachers shall be paid for each full day of occasional teaching as follows:

(i)	<u>Qualified</u>	<u>Daily Rate</u>	<u>Vacation Pay</u>	<u>Total</u>
	Effective September 1, 2019	\$232.79	\$9.31	\$242.10
	Effective September 1, 2020	\$235.12	\$9.40	\$244.52
	Effective September 1, 2021	\$237.47	\$9.50	\$246.97

(ii)	<u>Unqualified</u>	<u>Daily Rate</u>	<u>Vacation Pay</u>	<u>Total</u>
	Effective September 1, 2019	\$209.47	\$8.38	\$217.85
	Effective September 1, 2020	\$211.56	\$8.46	\$220.02
	Effective September 1, 2021	\$213.68	\$8.55	\$222.23

- (iii) The daily rate of pay for a Short-term Occasional Teacher shall be multiplied by the following factors based on the number of periods taught according to the following grid:

PERIODS TAUGHT	FACTOR
1	0.3333
1.5	0.5
2	0.6667
2.5	0.8333
3	1
3.5	1.1667
4	1.3333

- (b) A Long-term Occasional Teacher shall be paid as follows:
- (i) A Long-term Occasional Teacher shall be placed on the current Secondary Teachers' Salary Scale in accordance with the teacher's recognized teaching experience and category placement effective on the ninth (9th) consecutive day of teaching and retroactive to the first day the Occasional Teacher began the long-term assignment.
 - (ii) Notwithstanding the foregoing, if an Occasional Teacher is hired for a long-term assignment which is expected by the Superintendent responsible for Human Resources, or designate, to be at least twenty (20) teaching days, salary grid placement shall be effective the first day of the assignment. If such an occasional teacher fails to qualify as a Long-term Occasional Teacher, the Board shall be entitled to recover any overpayment in accordance with Article 9.06.
 - (iii) A Long-term Occasional Teacher is entitled to be paid his/her salary in proportion that the number of school days on which the teacher performs his/her duties bears to the total number of school days in the school year.
- (c) Recognized teaching experience for long-term occasional grid placement shall include the following:

- (i) Teachers who have worked part-time (less than a full day=s timetable) or part-year shall be credited with teaching experience in the ratio of time worked to total time. Teaching time, for part-year, full time and/or part-time experience credit shall be expressed in tenths to the nearest tenth, provided that any teaching experience in an assignment of less than one month of continuous full-time teaching or its part-time equivalent shall not be included.
 - (ii) Any teaching experience recognized in the Agreement of a predecessor Board until December 31, 1999 shall be recognized.
 - (iii) Effective September 1, 2016, a Long-term Occasional Teacher may be eligible for an allowance for related trade or business experience in accordance with Article 7.04 of the Secondary Teachers' Bargaining Unit collective agreement.
 - (iv) Elementary or secondary school teaching experience in Ontario shall be recognized according to the basic salary scale, provided that any teaching experience of less than one month of continuous full-time teaching or its part-time equivalent shall not be included.
 - (v) Occasional teachers shall not be credited with summer school, night school or other forms of continuing education teaching experience for the purposes of grid placement, subject to Article 9.02 (c)(vii).
 - (vi) Other teaching experience outside Ontario or in other institutions such as Colleges and Universities, Technical Institutes, Trade Schools, Federal and Provincial Schools shall be recognized, if deemed equivalent to full-time teaching, by the Superintendent responsible for Human Resources, or designate and shall be expressed in tenths to the nearest tenth, provided that any teaching experience in an assignment of less than one month of continuous full-time teaching or its part-time equivalent shall not be included.
 - (vii) Effective September 1, 2021, adult education credit day school experience worked since September 1, 2017. Recognized teaching experience shall be based on the number of days of experience obtained as an adult education credit day school teacher divided by 194 and expressed in tenths to the nearest tenth, provided that any teaching experience in an assignment of less than one month of continuous full-time teaching or its part-time equivalent shall not be included.
 - (viii) Effective September 1, 2021, secondary occasional teaching days worked with the Board since September 1, 2020. Recognized teaching experience shall be based on the number of days of experience obtained as an occasional teacher divided by 194 and expressed in tenths to the nearest tenth, provided that any teaching experience in an assignment of less than one month of continuous full-time teaching or its part-time equivalent shall not be included.
- (d) The effective date for grid advancement is to be September 1st.

- L9.03 Occasional Teachers shall be paid twice per month (15th and last day of the month) by direct deposit into the Occasional Teacher's personal account in the financial institution of his/her choice.
- L9.04 It is the responsibility of the Occasional Teacher to provide the Board with a Certification Rating Statement from OSSTF, or the Qualification Evaluation Council of Ontario (QECO).
- (a) An Occasional Teacher shall be placed in Category One until the Certification Rating Statement is submitted, after which time the Occasional Teacher shall receive the differential amount retroactive to the commencement of duties in the long-term occasional assignment. Notwithstanding the above, retroactive adjustments shall not be made beyond twelve (12) months from receipt of the Rating Statement in Human Resources Services.
 - (b) An Occasional Teacher who qualifies for a category change as a result of successful completion of a course taken during the school year shall have the appropriate adjustment made to the first day of the first teaching month following the successful completion of the course, provided that written notification is received by Human Resources Services no later than four months after completion of the course. If such notification is received after four months from the date of completion of the course, the appropriate adjustment shall be made to the first day of the first teaching month following receipt of notification. Notwithstanding the above, retroactive adjustments shall not be made beyond twelve (12) months from receipt of the Rating Statement in Human Resources Services.
 - (c) An Occasional Teacher who qualifies for a category change as a result of documented successful completion of courses taken in July or August, shall receive the appropriate differential amount retroactive to September 1st if written notification is made to Human Resources Services prior to December 31st. If written notification is received subsequent to December 31st and prior to May 15th, the payment shall be retroactive to January 1st. Notwithstanding the above, retroactive adjustments shall not be made beyond twelve (12) months from receipt of the Rating Statement in Human Resources Services.
- L9.05 Long-term Occasional Teachers shall be entitled to retroactive pay resulting from the negotiation of new pay rates.
- L9.06 Adjustments for overpayment or underpayment of salary shall be retroactive for a period of one year (twelve (12) months) from the date on which Human Resources Services determines that there is an overpayment or an underpayment. Prior to any adjustment to salary as a result of an overpayment or underpayment, the Superintendent responsible for Human Resources, or designate, shall consult with the occasional teacher to discuss the timing for the necessary adjustment. Both parties are expected to cooperate and be reasonable in the development of the repayment plan.

L10.00 BENEFITS

Refer to C7.00 and Letter of Agreement #4 of Part A.

L11.00 WORKING CONDITIONS

- L11.01 (a) The Board shall endeavour to distribute all available occasional teaching work among all teachers on a fair and equitable basis.
- (b) The Board reserves the right to fill one or two vacant sections with existing part-time teachers or part-time long-term occasional teachers assigned to the school in which the vacancy occurs.
- L11.02 In the event that the assignment of the Long-term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long-term Occasional Teacher will be given five (5) teaching days' notice, or five (5) school days' pay in lieu of notice, unless the termination is due to disciplinary action.
- L11.03 When a Short-term Occasional Teacher is advised of the cancellation of an assignment upon arrival at school, such Occasional Teacher shall be paid one-half day's pay provided that the Occasional Teacher accepts other professional duties assigned by the Principal for one-half day.
- Effective September 1, 2021, when a Short-term Occasional Teacher is advised of the cancellation of an assignment upon arrival at school, such Occasional Teacher shall be paid for the FTE of the assignment for one day only, unless the Occasional Teacher refuses to accept other professional duties assigned by the Principal for that FTE.
- L11.04 An Occasional Teacher shall not be considered late for an assignment as a result of a late request to report for such assignment provided the Occasional Teacher arrives within thirty (30) minutes of the start time of the assignment. For the purpose of this Article, a late request is a call after 8 a.m. the day of the assignment.

L12.00 LEAVES

L12.01 Sick Leave

Refer to C9.00 of Part A.

- L12.02 The following absences shall be with no deduction from sick leave or the Short-Term Disability Leave Plan (STLDP), no loss of salary or loss of seniority:

(a) Bereavement

A Long-term Occasional Teacher shall be entitled to the following;

A total of five school days may be allowed per bereavement of the following: father, mother, spouse, child, or common-law spouse.

A total of three school days may be allowed per bereavement of the following: brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, fiancé or other person in loco parentis or any other relative who lived in the home.

One school day may be allowed per bereavement to attend the funeral of a grandparent-in-law, aunt, uncle, niece, nephew.

In the case of extenuating circumstances, application may be made to the Superintendent of Education responsible for Human Resources, or designate, for additional time under this clause. For any working days which fall in this period, there shall be no deduction of pay.

(b) Examinations and Convocations

A Long-term Occasional Teacher, with the prior approval of the Superintendent of Education responsible for Human Resources, or designate, may be absent from duty without loss of salary by reason of examinations and convocations as follows:

- (i) For the purpose of writing examinations, only the half-day period in which the examination occurs shall be granted. In addition to the half-day mentioned in the foregoing, one half-day shall be allowed for travelling, if necessary, as determined by the Superintendent of Education responsible for Human Resources, or designate.
- (ii) For the purpose of attending his/her graduation, the half-day period during which the graduation occurs will be granted.

(c) Jury Duty or Subpoena

A Long-term Occasional Teacher who is absent from assigned work by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons charged, shall be paid the difference between; the normal earnings and the payment he/she receives as a juror or as a witness.

(d) Quarantine

A Long-term Occasional Teacher shall be granted a leave of absence, as a result of being quarantined, or otherwise prevented by order of the Medical Officer of Health, from attending to his/her duties.

(e) Holy Days

A Long-term Occasional Teacher is allowed a leave of absence for the observance of recognized Holy Days.

(f) Hazardous Weather

A teacher who is unable to arrive at his/her workplace or designated workplace due to hazardous weather may have up to three (3) days in any one school year. Such requests must state the reason for absence, and approval is at the sole discretion of the Superintendent of Education responsible for Human Resources, or designate.

L12.03 Voluntary Leave of Absence

Subject to the sole and exclusive discretion of the Board, an Occasional Teacher may have his/her name removed from an Occasional Teachers' Roster for a period of up to and including one school year. The Occasional Teacher shall be returned to an Occasional Teachers' Roster at the end of the leave provided that the Occasional Teacher is available to accept assignments and advises the Board's Human Resources Department thirty (30) days prior to the end of the leave.

L12.04 Urgent Matters, Community or Public Service

The following absences shall be with no deduction from sick leave or the Short Term Disability Leave Plan (STLDP), no loss of salary or loss of seniority:

For a pre-determined long-term occasional assignment of ninety-seven (97) days or greater, the Long-term Occasional Teacher shall be entitled to one (1) school day per year, for urgent matters (including adoptive leave and paternity leave), or emergency family-related matters or community or public service which cannot be conducted other than during school hours may be allowed. Such request must state the reason for the absence, and approval is at the discretion of the Superintendent of Education responsible for Human Resources, or designate.

L12.05 Family Medical Leave

Refer to C8.00 of Part A

Family medical leave will be granted to a Long-term Occasional Teacher in accordance with the *Employment Standards Act*.

L12.06 Pregnancy/Parental Leave

Pregnancy/Parental Leave shall be granted according to the terms of the *Employment Standards Act* and, in addition, the following conditions shall apply:

- (a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short-Term Leave

Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

L12.07 Leave for OSSTF Business

- (a) At the request of OSSTF District 23, the Board will grant the release of an Occasional Teacher from his/her duties to attend to Federation business. When such leaves involve an Occasional Teacher in a long-term assignment, it shall be subject to prior arrangements with the Superintendent responsible for Human Resources, or designate, the reasonable requirements of the timetable and the availability of other Occasional Teachers to replace the Occasional Teachers involved. Absences may be in segments of either half days or full days but, in any event, the maximum time for such leave shall not exceed a total of fifty (50) days each school year.
- (b) The Occasional Teacher granted leave shall suffer no loss of salary, allowances and benefits. Further, a leave shall not be a break in a Long-term Occasional Teacher=s assignment. The Union shall reimburse the Board for the cost of the occasional teacher, if hired.
- (c) Notwithstanding the above, if the President of the Local OSSTF Occasional Teacher Unit is released for Union Business, the Union will reimburse the Board for the full cost of the release.

L13.00 JOB POSTINGS

L13.01 For pre-determined long-term occasional assignments known to the Board for at least fifteen (15) school days prior to the commencement of the assignment, and of at least two (2) months duration, the Board shall post all vacancies electronically for a minimum of three (3) school days.

Notwithstanding the foregoing, during the first week of July and the month of August, the Board agrees to post electronically all such vacancies for three (3) days excluding weekends or statutory holidays.

L13.02 A copy of each job posting will be sent to the President of the Bargaining Unit at the same time the job is posted.

L13.03 A long-term occasional teacher who has accepted a long-term occasional assignment may only apply for another long-term occasional assignment if the start date of that assignment is after the end date of the accepted long-term assignment, or if the new assignment includes an increase in sections.

L14.00 JUST CAUSE

L14.01 An Occasional Teacher shall not be disciplined or discharged except for just cause.

L14.02 When a principal or supervisor calls an Occasional Teacher to a meeting which may result in discipline, the Principal or supervisor shall inform the Occasional Teacher of the nature of the meeting. For such a meeting, the Occasional Teacher is entitled to Union representation.

L15.00 GRIEVANCE AND ARBITRATION

L15.01 Definitions

- (a) A "grievance" shall be defined as any matter arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- (b) A "party" shall be defined as
 - (i) OSSTF
 - (ii) the Board.
- (c) "Days" shall mean regular work days unless otherwise indicated.

L15.02 An Occasional Teacher shall have the right to have present a representative from OSSTF to assist the Occasional Teacher at any stage of this grievance and arbitration procedure.

L15.03 Complaint Stage

Any dispute to be recognized as a grievance must first be discussed by the Occasional Teacher with the Principal, or immediate supervisor, within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, the Bargaining Unit may file a formal grievance at Step One, within ten (10) days of the discussion with the Principal or Supervisor.

L15.04 Step One

The Bargaining Unit may initiate a written grievance with the Superintendent responsible for Human Resources, or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the Agreement; and
- (ii) the clause(s) in the Collective Agreement alleged to be violated; and
- (iii) the relief sought; and
- (iv) the signature of the duly authorized official of the Bargaining Unit.

Step Two

If no settlement is reached at Step One, the Bargaining Unit may, within ten (10) days of receipt of the written reply of the Superintendent responsible for Human Resources, or designate, refer the matter to the Director of Education, or designate. The Bargaining Unit shall present the grievance to the Director of Education, or designate, within fifteen (15) days. The Director of Education, or designate, shall answer the grievance in writing within five (5) days of the meeting.

Step Three

If the reply of the Director of Education, or designate, is unacceptable to the Bargaining Unit it may, within ten (10) days of receiving the written reply of the Director of Education, or designate, apply for arbitration. Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the arbitration procedure.

For the purposes of clarity, the designate referred to above shall be a Superintendent.

L15.05 Policy and Group Grievance

The Bargaining Unit has the right to file a policy grievance or group grievance on behalf of two or more Occasional Teachers who are similarly affected as a result of an alleged violation of the Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that a Board grievance shall be filed with the President of the Bargaining Unit and at Step Two, a Board representative shall present its grievance to the Bargaining Unit's Grievance Committee.

L15.06 Grievance Mediation

At any stage in the grievance procedure, the parties, by mutual consent in writing, may elect to resolve the grievance using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

L15.07 Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall; within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an Arbitrator or, if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

The single Arbitrator or Board of Arbitration shall hear the pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any Occasional Teacher affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs.

The single Arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Agreement.

The single Arbitrator or Board of Arbitration shall have the power to relieve against timelines, modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

L15.08 Cost of Arbitration

The fees for a single Arbitrator or Chairperson of a Board of Arbitration shall be shared equally by the parties.

L15.09 Time restrictions may be extended if mutually agreed in writing.

L15.10 There shall be no reprisals of any kind taken against any Occasional Teacher because of participation in the grievance or arbitration procedure under this Agreement.

L15.11 Should the investigation or processing of a grievance require that an involved Occasional Teacher or Bargaining Unit representative be released from regular duties, the Occasional Teacher shall be released without loss of salary or benefits. The Bargaining Unit agrees to reimburse the Board for the cost of the Occasional Teacher at the Occasional Teachers' rate provided an Occasional Teacher is hired.

L16.00 MEDICAL/PHYSICAL PROCEDURES

L16.01 An Occasional Teacher may, but shall not be required to, perform any medical or physical procedures for students. Where an Occasional Teacher voluntarily performs a medical/physical procedure, the Board will provide liability insurance.

L17.00 HEALTH AND SAFETY

17.01 The Board shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations. Any alleged violation of the *Act* shall be dealt with pursuant to the enforcement mechanisms of the *Act*.

L18.00 PRODUCTION AND DISTRIBUTION OF AGREEMENT

L18.01 Copies of the collective agreement will be posted online. Twenty-five (25) printed copies will be provided to the President of the Bargaining Unit.

L18.02 The Board agrees to provide each newly-hired Occasional Teacher with the name, address and telephone number of the Bargaining Unit President and information as provided by the Bargaining Unit.

L19.00 CORRESPONDENCE

L19.01 All correspondence between the parties arising out of this Collective Agreement shall pass to and from the Superintendent responsible for Human Resources, or designate, and from the President of the Occasional Teachers' Local Union, or designate, unless otherwise specified in this Collective Agreement.

L20.00 PERSONNEL FILE

L20.01 The only recognized personnel file respecting an Occasional Teacher shall be maintained by Human Resources Services of the Board and shall be available and open to the Teacher for inspection in the presence of the Superintendent responsible for Human Resources, or designate, with prior notice and during the regular working hours of the Department.

L20.02 Upon request, at the meeting to review the file an Occasional Teacher shall be entitled to copies of any materials contained in the employee=s personnel file. The Board reserves the right to charge for copies in excess of 25 pages.

L20.03 Where a Teacher authorizes, in writing, access to the employee=s personnel file by another person acting on the Teachers= behalf, Human Resources Services shall provide such access, as well as copies of material contained therein, if also authorized and requested. The Board reserves the right to charge for copies in excess of 25 pages.

L20.04 Occasional Teachers shall receive copies of any materials placed in their personnel files. The Board reserves the right to charge for any copies over 10 pages.

L20.05 Upon written request of the teacher to the Superintendent responsible for Human Resources, documents contained in the teacher's personnel file which are disciplinary in nature or letters of expectation and all supporting documents shall be removed from the file at the later of two years or 150 days worked for the Board as an Occasional Teacher from their dates of issue, unless further similar disciplinary action has occurred in that period. For Occasional Teachers who are also part-time permanent teachers at the time of the discipline, the two-year period will apply.

Notwithstanding the foregoing, disciplinary materials referring to matters that have resulted in a suspension of three (3) or more days, or related to harassment, violence or inappropriate interaction with students will remain in a teacher's file. A request to have these materials removed can be made in writing to the Superintendent responsible for Human Resources, or designate.

L21.00 LABOUR-MANAGEMENT COMMITTEE

L21.01 A Labour-Management Committee shall be established comprised of up to three (3) members appointed by the Board and up to three (3) members appointed by the Bargaining Unit to discuss matters of mutual interest to the parties. The Committee shall meet two times per semester.

L22.00 TERM OF COLLECTIVE AGREEMENT

Refer to C2.00 of Part A.

L22.01 Any amendments to the Articles defined herein shall be in writing and by mutual consent of the parties.

Dated at Brantford, Ontario, this 26th day of April, 2021

FOR THE BRANCH AFFILIATE:

Sharon P. Anthony, President

ER Cohen

FOR THE BOARD:

Anderson

ER

Letter of Understanding #1

Between

The Grand Erie District School Board
(hereinafter called Athe Board@)

and

OSSTF, District 23, Occasional Teachers= Bargaining Unit
(hereinafter called Athe Union@)

Automated Calling System

The Parties agree to meet at least once per school year to review the design and operation of the automated calling system. Significant modifications to the operation of the automated calling system shall be made in consultation with the Bargaining Unit.

Dated at Brantford, Ontario, this 26th day of April, 2021

FOR THE BRANCH AFFILIATE:

Sharon P. Mackay, President
ER Cohen

FOR THE BOARD:

Anderson
ER
GLD

COLLECTIVE AGREEMENT

BETWEEN

THE GRAND ERIE DISTRICT SCHOOL BOARD

(Hereafter called "the Board")

AND

THE BRANCH AFFILIATE COMPOSED OF ALL TEACHERS EMPLOYED

BY THE BOARD WHO ARE MEMBERS OF THE ONTARIO SECONDARY SCHOOL

TEACHERS' FEDERATION, DISTRICT 23

(Hereafter called "the Bargaining Unit")

September 1, 2019 - August 31, 2022

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1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part "A" shall comprise those terms which are central terms. Part "B" shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part "A" may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.

- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.

- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.

- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.

- ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
- iii. The Crown shall make only one payment under b).
- iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
September 1, 2019: 4%
September 1, 2020: 4%
September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

1. All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
2. New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective

Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.

- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

3. Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

4. Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

5. Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.

- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

6. Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

7. Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.

- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.

- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:

☐ Patient is capable of returning to work with no restrictions.

☐ Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3

☐ I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.

First Day of Absence:

General Nature of Illness (please do not include diagnosis):

Date of Assessment:

dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (If applicable)

Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):		
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	Use of hand(s): <table border="0"> <tr> <td> Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify): </td> <td> Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify): </td> </tr> </table>		Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify):	Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify):
Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify):	Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify):				

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision-Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy			

Completing Health Care Professional Name: (Please Print)	
Date:	
Telephone Number:	
Fax Number:	
Signature:	

LETTER OF AGREEMENT #1
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
 - b) Discussions may only include local language pertaining to class size and PTC or equivalent.
 - c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
 - d) All reasonable requests for data related to class size will be shared by both parties.

- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. **Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments**

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.

- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
AND
The Crown
RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- i. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- ii. enroll all eligible teachers into the LTD program;
- iii. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- iv. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- v. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- vi. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- i. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- ii. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- iii. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- iv. support the information and process requirements in the agreed-upon payroll feed (as per A vi);

- v. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- vi. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- i. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- ii. Support the mandatory early intervention process by providing contact information where required;
- iii. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- iv. provide teachers with the appropriate claims applications in the event of disability
- v. support, complete and submit the employer statement in the LTD claim process;
- vi. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- i. Provide LTD insurance to eligible OSSTF teachers;
- ii. provide the group policy/plan document to Employers and teachers;
- iii. provide claims kits to Employers that provide supporting information about the administrative procedures;
- iv. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- v. provide access to teachers on the LTD coverage information;
- vi. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- vii. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- viii. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
AND
The Crown
RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment
-

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')
AND
The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and

- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
- a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement ("OSSTF represented employees") and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee

groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
 - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.

- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.

- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

**LETTER OF AGREEMENT #6
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year. Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

OSSTF TEACHERS - PART A: LOCAL TERMS

I PURPOSE

- 1.01** It is the desire of both parties to specify within this Agreement the entitlement of those employees covered by this Agreement as to salary, allowances, monetary benefits and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.

II EFFECTIVE PERIOD

Refer to C2.00 of Part A of the Central Agreement for term and renewal.

- 2.01** No changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the union membership.
- 2.02** There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act*.

III MANAGEMENT RIGHTS

- 3.01** The Bargaining Unit recognizes that it is the sole and exclusive right of the Board to manage the affairs of the Board subject to the *Education Act*, and all other Acts and Regulations pertaining to Education in the Province of Ontario.
- 3.02** The Board agrees that none of its rights or functions will be exercised contrary to the provisions of this Collective Agreement.

IV RECOGNITION

- 4.01** The Board recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the Bargaining Agent for every teacher other than Occasional Teachers, Principals and Vice-Principals, who is assigned to one or more secondary schools or who perform duties in respect to one or more schools all or part of the time.
- 4.02** The Board recognizes the Negotiating Team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 4.03** Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation of this Agreement.

- 4.04** When a Principal or Supervisor calls a teacher to a meeting which may result in discipline, the Principal or Supervisor shall inform the teacher of the nature of the meeting. For such a meeting the teacher is entitled to OSSTF representation.

V CATEGORY DEFINITIONS

- 5.01 a)** Category classifications shall be those established by the OSSTF Certification Plan and in effect as of September 1, 2008. For the purpose of salary categorization, the Board recognizes that the Certification Rating Statement issued by the OSSTF Certification Plan for each teacher shall be final.

Effective February 1, 2020, the Board will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

- b)** It shall be incumbent upon a newly appointed teacher to provide to the Superintendent responsible for Human Resources, a Certification Rating Statement from the OSSTF. A teacher shall be placed in Category 1 until the OSSTF Certification Rating Statement is submitted to Human Resources Services. After submitting the OSSTF Certification Rating Statement the teacher shall receive the appropriate salary adjustment effective on the first day of employment. Notwithstanding the foregoing, retroactive salary adjustments shall not be made beyond the 12-month period prior to the receipt of the Statement in Human Resources Services.
- c)** A teacher who qualifies for a category change or an allowance for a post-graduate degree pursuant to Article 7 as a result of successful completion of a course shall have the appropriate adjustment made to the first day of the first teaching month following the successful completion of the course, provided that written notification of the pending salary change based on a new Certification Rating Statement is received by Human Resources Services no later than four months after completion of the course. If such notification is received after four months from the date of the completion of the course, the appropriate adjustment shall be made to the first day of the first teaching month following receipt of notification. Notwithstanding the foregoing, retroactive adjustments shall not be made beyond the 12-month period prior to the receipt of the documentation in Human Resources Services.

- 5.02** All teachers employed on an Interim Certificate of Qualification shall be paid according to their "Letter of Evaluation" from the OSSTF Certification Board.

- 5.03** All teachers hired on a Letter of Permission in Secondary Schools shall be paid as if they are in Category 1.

VI IMPLEMENTATION

- 6.01** All teachers shall be paid strictly in accordance with the terms of this Agreement.
- 6.02** No teacher shall be newly employed at a salary higher than that being paid to a member of the incumbent staff having the same or equal qualifications, experience and responsibility, unless specifically provided for in this Agreement.
- 6.03** Part-time teachers shall be entitled to salaries and post-graduate degree allowances in the ratio of time worked to total time.

VII SALARIES AND ALLOWANCES

- 7.01** a) Each teacher shall be paid a basic salary in accordance with the teacher's position on grid and, where applicable, a responsibility allowance or other allowances.
- b) Teachers who have worked part-time (less than a full day's timetable) under contract with the Board, and teachers who have worked full-time for part of a year under contract with the Board, shall be credited with teaching experience in the ratio of time worked to total time, except in those cases specifically outlined in other Articles of this Agreement. Teaching time, for part year experience credit, shall be expressed in tenths to the nearest tenth. For salary determination, the total of career teaching experience credits shall be taken to the nearest tenth. Salaries of teachers who worked part-time or part-year prior to September 1, 1998 and who were paid full increments shall not be recalculated.
- c) Notwithstanding the foregoing, teachers shall not be credited with summer school, night school and other forms of continuing education (except Adult Education) teaching experience for the purposes of grid placement.
- d) On hiring a teacher,
- (i) elementary or secondary school teaching experience in Ontario shall be recognized according to the basic salary scale, provided that any teaching experience of less than one month of continuous full-time teaching or its part-time equivalent shall not be included.
 - (ii) other teaching experience outside Ontario or in other institutions such as Colleges and Universities, Technical Institutes, Trade Schools, Federal and Provincial Schools shall be recognized, if deemed equivalent to full-time teaching, by the Superintendent responsible for Human Resources, or designate.
 - (iii) Effective September 1, 2021, Secondary occasional teaching days worked with the Board since September 1, 2020. Recognized teaching experience shall be based on the number of days of experience obtained as an occasional teacher

divided by 194 and expressed in tenths to the nearest tenth, provided that any teaching experience in an assignment of less than one month of continuous full-time teaching or its part-time equivalent shall be not included.

e) The effective date for grid advancement is to be September 1st.

7.02 The Basic Salary Scale (7.02(a)), Responsibility Allowances (7.05), Degree Allowances (7.06) and Continuing Education rates (18.04) will be increased as follows:

- 1% effective September 1, 2019
- 1% effective September 1, 2020
- 1% effective September 1, 2021

a) **Basic Salary Scale September 1, 2019**

STEP	CATEGORY 1 - SALARY	CATEGORY 2 - SALARY	CATEGORY 3 - SALARY	CATEGORY 4 - SALARY
0	48,312	50,258	54,906	57,863
1	51,565	53,759	58,932	62,181
2	54,816	57,262	62,960	66,498
3	58,066	60,765	66,988	70,811
4	61,316	64,265	71,016	75,128
5	64,570	67,764	75,042	79,446
6	67,819	71,266	79,072	83,760
7	71,070	74,767	83,100	88,081
8	74,323	78,272	87,125	92,392
9	77,573	81,774	91,155	96,710
10	80,838	85,276	95,185	101,032

7.02 b) **Basic Salary Scale September 1, 2020**

STEP	CATEGORY 1 - SALARY	CATEGORY 2 - SALARY	CATEGORY 3 - SALARY	CATEGORY 4 - SALARY
0	48,795	50,761	55,455	58,442
1	52,081	54,297	59,521	62,803
2	55,364	57,835	63,590	67,163
3	58,647	61,373	67,658	71,519

4	61,929	64,908	71,726	75,879
5	65,216	68,442	75,792	80,240
6	68,497	71,979	79,863	84,598
7	71,781	75,515	83,931	88,962
8	75,066	79,055	87,996	93,316
9	78,349	82,592	92,067	97,677
10	81,646	86,129	96,137	102,042

7.02 c) Basic Salary Scale September 1, 2021

STEP	CATEGORY 1 - SALARY	CATEGORY 2 - SALARY	CATEGORY 3 - SALARY	CATEGORY 4 - SALARY
0	49,283	51,269	56,010	59,026
1	52,602	54,840	60,116	63,431
2	55,918	58,413	64,226	67,835
3	59,233	61,987	68,335	72,234
4	62,548	65,557	72,443	76,638
5	65,868	69,126	76,550	81,042
6	69,182	72,699	80,662	85,444
7	72,499	76,270	84,770	89,852
8	75,817	79,846	88,876	94,249
9	79,132	83,418	92,988	98,654
10	82,462	86,990	97,098	103,062

7.03 In no case shall the basic salary paid including any allowance outlined in 7.04 exceed that teacher's category maximum as set out in the Basic Salary Grid.

7.04 Allowances for Related Trade or Business Experience

An allowance of one hundred (100 %) of an increment per year to a maximum of 6 increments, to category maximum, may be added to the base salary of a teacher.

Effective September 1, 2009, at the time that the teacher commences teaching related trade or business experience courses, an allowance of one hundred (100%) of an increment per year to a maximum of 9 increments, to a category maximum, may be added to the base salary of a teacher.

a) Teachers of technical subjects in the regulated trades:

The teacher must provide the following documents to Human Resources Services:

- (i) a copy of his/her journeyman's certificate showing the date of issue;
- (ii) a copy of the "Statement of Acceptability" issued by the Technical and Industrial Arts Department of a Faculty of Education, showing the number of years of acceptable work experience.

The allowance paid will be for the number of years of acceptable experience following the date shown on the journeyman's certificate.

OR, if a "Statement of Acceptability" is not provided by the University:

- (iii) Verification of all related experience in the form of letters from previous employers which confirm the date of hire, date of termination and a description of the work and responsibility involved. Affidavits verifying this information will only be accepted if the employee cannot obtain letters from employers. The number of years of acceptable related experience less the number of years required for submission to the Faculty of Education will be considered in the calculation of related trade experience.

7.04 b) Teachers of technical subjects in the unregulated trades:

The teacher must supply Human Resources Services with the following document:

- (i) a copy of the "Statement of Acceptability" as stated in (a)(ii) above.
The allowance paid will be the number of years listed as "surplus of acceptable experience to that required".

OR, if a "Statement of Acceptability" is not provided by the University:

- (ii) Verification of all related experience in the form of letters from previous employers which confirm the date of hire, date of termination and a description of the work and responsibility involved. Affidavits verifying this information will only be accepted if the employee cannot obtain letters from employers. The number of years of acceptable related experience less the number of years required for submission to the Faculty of Education will be considered in the calculation of related trade experience.

c) Teachers with Business or Industrial experience, related to any subject, except Vocational-Commercial:

The teacher must supply to Human Resources Services:

- (i) a copy of his/her degree, showing date of issue;
- (ii) Verification of all related experience in the form of letters from previous

employers which confirm the date of hire, date of termination, and a description of the work and responsibility involved. Affidavits verifying this information will only be accepted if the employee cannot obtain letters from employers.

The allowance paid will be for the number of years of acceptable experience following the date of receiving the first degree.

d) Teachers with Vocational-Commercial qualifications or teachers with an additional qualification of Business noted on his/her Certificate of Qualification:

- (i) The teacher must supply Human Resources Services with a copy of the "Statement of Acceptability" from the proper authority in the Faculty of Education, showing the number of years of acceptable related experience in excess of the training and experience required for submission to the Faculty of Education.

The allowance paid will be for the number of years listed as "surplus of acceptable experience to that required".

OR, if the "Statement of Acceptability" is not provided by the University:

- (ii) Verification of all related experience in the form of letters from previous employers which confirm the date of hire, date of termination and a description of the work and responsibility involved. Affidavits verifying this information will only be accepted if the employee cannot obtain letters from employers. The number of years of acceptable related experience less the number of years required for submission to the Faculty of Education will be considered in the calculation of related business experience.

e) Retroactive salary adjustments shall not be made beyond the 12-month period prior to the receipt of the documentation in Human Resources Services.

f) The foregoing documentation outlined in (a) - (d) above will not be required from teachers receiving allowances as of September 1, 1998. In addition, the Board will accept the verification of experience recognized by other school Boards in Ontario provided that such experience is the same type recognized pursuant to this Agreement.

7.05 Responsibility Allowances

Teacher Consultant, Coordinator and Officer allowances shall be prorated for part-time assignments.

a) Effective September 1, 2019:

- | | |
|-----------------|---------|
| (i) Major Head | \$3,272 |
| (ii) Minor Head | \$1,637 |

	(iii) Assistant Head	\$819
	(iv) Teacher Consultant	\$9,879
	(v) Coordinator or Officer	\$12,343
b)	<u>Effective September 1, 2020:</u>	
	(i) Major Head	\$3,305
	(ii) Minor Head	\$1,653
	(iii) Assistant Head	\$827
	(iv) Teacher Consultant	\$9,978
	(v) Coordinator or Officer	\$12,466
c)	<u>Effective September 1, 2021:</u>	
	(i) Major Head	\$3,338
	(ii) Minor Head	\$1,670
	(iii) Assistant Head	\$835
	(iv) Teacher Consultant	\$10,078
	(v) Coordinator or Officer	\$12,591

7.06 Post-Graduate Degree Allowance

An annual allowance shall be paid for a Post-Graduate Degree if related to the subjects taught by the teacher and if not already used in determining category, as follows:

September 1, 2019	\$947
September 1, 2020	\$956
September 1, 2021	\$966

Notwithstanding the foregoing, any teacher employed by the Board as of August 31, 1998, shall be grandfathered as follows:

	<u>Sept. 1, 2019</u>	<u>Sept. 1, 2020</u>	<u>Sept. 1, 2021</u>
(i) Annual allowance for Norfolk	\$1,129	\$1,140	\$1,151
(ii) Annual allowance for Haldimand	\$1,451	\$1,466	\$1,481

7.07 Creation of New Positions and/or Titles

The Bargaining Unit recognizes the right of the Board to create new positions and/or titles not included in this Agreement under the following conditions:

- a) The Board, prior to the advertisement of any new position or title not included in this Agreement, and before the hiring of any teacher to fill such position or assume such new title, shall provide written notification, including a job description, to the President of the Bargaining Unit.
- b) Within thirty (30) days of the Board's creation of any new position or title by resolution, the Board and the Negotiating Committee of the Bargaining Unit shall

negotiate the salary or allowance. Such salary and/or allowances shall be retroactive to the effective date that the teacher commences duties in the new position or assumes such title.

- c) When the salary and/or allowances have been agreed to as in Article 7.07 (b), this Agreement shall be amended according to Article 2.01.
- d) In reference to Article 7.07 (b), in the event that the parties cannot agree to the amount of salary and responsibility allowance, the matter shall be referred to a Board of Arbitration or, if the parties agree, to a single arbitrator.

7.08 Statistics

Upon reasonable request, the Board will provide District 23, OSSTF, with the name, category placement, grid level, FTE, years of related experience, master degree allowance, responsibility allowance, part year allowance and total salary of each teacher for the purposes of collective bargaining and the maintenance and administration of this Agreement. With regard to any information provided to the OSSTF concerning its members, either individually or collectively, OSSTF shall save the Board harmless from any and all claims, actions, or proceedings that may otherwise result from the release of such information. The OSSTF agrees to maintain personal information as confidential information to be used with discretion and solely for the purpose of representing its members.

VIII METHOD OF PAY

- 8.01** The first pay of the new school year shall occur on the Thursday of the first instructional week of school in September. A teacher's annual salary shall be paid on a bi-weekly pay schedule. Each bi-weekly pay shall be 1/26 of the annual salary of a teacher.
- 8.02** Union dues shall be deducted in equal installments from each of twenty-six (26) pays. The dues shall be based on a percentage of earnings each pay and shall be only deducted from teachers who are receiving a pay on the date of deduction.
The local levy shall be deducted as follows:
 - For teachers on the payroll all year, the deduction shall occur in two equal installments; one from the second pay in September and one from the second pay in February.
 - For teachers not on the payroll during semester one, the deduction shall occur in two equal installments, one from the second pay in February and one from the second pay in May.
 - For teachers not on the payroll during semester two, the deduction shall occur prior to the leave, in two equal installments, one from the second pay in September and one from the second pay in November.

- 8.03** Teachers shall be paid on a direct deposit system on Thursdays on a bi-weekly basis. Payments shall be deposited directly into the teacher's personal account in the financial institution of his/her choice.
- 8.04** A teacher is entitled to be paid annual salary in proportion that the number of school days on which the teacher performs duties bears to the total number of school days in the school year.
- 8.05** For the purpose of calculating loss of pay, the figure used per day shall be 1/194 of the teacher's annual salary.
- 8.06** Any adjustment as a result of an overpayment or underpayment of salary shall be retroactive for a period of one year (twelve {12} months) from the date on which Human Resources Services determines that there is an overpayment or an underpayment. Prior to any adjustment to salary as a result of an overpayment or underpayment, the Superintendent responsible for Human Resources, or designate, shall consult with the teacher to discuss the timing for the necessary adjustment.
- 8.07** Teachers who leave the Board's employ or who go on a leave of absence will be paid any salary owing up to the last day worked. Notwithstanding 8.04 above, the teacher will be paid salary based on the teacher's full time equivalency status for each semester as set out in Article 8.09 in the proportion that the number of school days on which the teacher performs duties in the semester bears to the total number of school days in the semester.
- 8.08** Premiums for LTD insurance shall be deducted from each pay.
- 8.09** For a part-time teacher, salary and any other entitlements that are not specified in other provisions of this Agreement shall be prorated in the ratio that the teacher's assignment bears to a full-time assignment.
- 8.10** For the purpose of reporting hours worked for Employment Insurance, the Board shall record each full day of work as eight (8) hours worked.

IX BENEFITS

Refer to C7.00 and Letter of Agreement #4 of Part A of the Central Agreement. Articles 9.07 and 9.08 will remain in the collective agreement. Articles 9.01 to 9.06 will remain in effect until such time as the transition to the Provincial Benefits Trust occurs.

- 9.01** The period of time for Long-term Disability arrears/refunds shall be determined by the LTD carrier.

9.02 Long-term Disability

The Board shall make deductions and remit premiums to the carrier for a Long-term Disability Plan managed by the Union. The Union shall advise the Board of the plan design or of premium rates. Employees shall pay 100% of the premium cost. Effective September 1, 2008, LTD shall be mandatory for all new hires.

9.03 Employment Insurance Rebate

The Employment Insurance Commission, in recognizing the Board's Sick Leave Plan, has agreed to make a rebate of premiums to the Board. Each bargaining unit member is entitled to a pro-rated portion of this rebate.

X SICK LEAVE AND GRATUITY

Refer to C9.00 of Part A of the Central Agreement.

10.01 Each teacher shall be supplied with a statement of sick leave credits in electronic format. Absences for the previous school year shall also be available. The Bargaining Unit shall be provided with a printed absence summary for each teacher.

10.02 Refer to C.600 and Appendix A of Part A of the Central Agreement.

Retirement Gratuities were frozen as of August 31, 2012. A teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day. The following language applies only to those teachers eligible for the gratuity above:

a) The gratuity paid under 10.02 shall be calculated as follows:

$$\frac{\text{Unused Cumulative Sick Leave (to a maximum of 200 days)}}{200} \times 50\% \text{ of Salary}$$

Salary shall be based on the salary received in a teacher's last year of employment, and in any event the retirement gratuity shall not be in excess of one-half the salary from the Board received by the teacher in the year immediately prior to the teacher's termination date.

Notwithstanding the foregoing:

i) at any time in the five (5) years preceding retirement, if a full-time teacher takes a full leave of absence, becomes part-time as a result of having accepted a reduced timetable, or takes a part-time leave of absence, or is in receipt of part-time LTD benefits, then he / she shall have his / her gratuity calculated as if he / she had been paid 100% of the annual salary and allowances payable in the final year of employment.

- ii) A teacher in receipt of full LTD benefits preceding retirement shall have his / her gratuity calculated based on 100% of his / her pre-disability salary and allowances received in the year immediately prior to commencement of LTD benefits.
- iii) A full-time teacher who takes a leave of absence greater than five years shall have his/her gratuity calculated based on 100% of his/her annual salary and allowances at the time the leave commenced.
- iv) Teachers who have part-time leaves of absence greater than five (5) consecutive years preceding retirement will have a gratuity calculated on their actual salary received in their last year of employment.
- v) A teacher on Federation Leave under article 16.08 shall have his/her gratuity calculated based on 100% of his/her annual salary and allowances payable in their final year of employment.

b) Salary does not include any money received for Night School or Summer School.

10.03 A teacher who plans to retire is to advise the Board in writing by March 15th in order to qualify to receive payment of his/her retirement gratuity on the first working day of the month following the date of retirement within that year. Where notification for retirement on or before June 30th comes later than March 15th, the retirement gratuity shall be paid on the first working day in September of the following school year, except when otherwise mutually agreed between the teacher and the Board.

10.04 In the event of the death of a teacher who is otherwise eligible for a retirement gratuity as above, has been employed by the Board, or at least one of its predecessor Boards, for a minimum of ten (10) consecutive years immediately prior to his/her death, a retirement gratuity based on the formula in 10.09 shall be paid to his/her designated beneficiary.

10.05 In the event of the death of a teacher after termination of employment with the Board, any unpaid retirement gratuity shall be paid to his/her designated beneficiary.

10.06 Approved leaves of absence shall not constitute a break in continuous service.

XI SCHOOL LEADERSHIP POSITIONS

11.01 A teacher must have a Specialist or Honours Specialist to hold a Position of Added Responsibility (PAR). A teacher who does not have their Specialist or Honours Specialist and has accepted an Acting PAR in which they have two years to become qualified must obtain their Specialist or Honours Specialist by the end of the two-year period. If they do not have their Specialist or Honours Specialist by the end of the two-year period, then the individual will no longer hold the PAR.

- 11.02 a)** No teacher shall hold more than one PAR at any one time.
- b)** In order to apply to or hold a PAR, the teacher must be assigned at least one section per semester within a school. For purposes of this Article, the definition of school does not include an off-campus site. If a teacher currently holding a PAR is not assigned at least one section within a school for a semester, the Secondary School Staffing Committee, in consultation with the In-School Staffing Committee, will determine how the PAR will be covered during this period of time. If there are sections within the department the PAR will be posted. Should a teacher hold a PAR for only one semester, they will be paid 50% of their PAR allowance for that school year.
- 11.03 a)** The In-School Staffing Committee shall meet to implement the following PAR Structure when any one of the following occurs:
- i) A teacher no longer holds their PAR;
 - ii) A new PAR has been added to the school;
 - iii) At the request of the Secondary School Staffing Committee;
 - iv) At any time as deemed necessary by the In-School Staffing Committee.
- b)** In the event that the In-School Staffing Committee cannot reach a decision on an issue related to PAR, the issue will be directed to the Secondary School Staffing Committee for a final decision.
- 11.04 a)** Any reduction of PAR held prior to September 1, 2005 will occur through attrition (resignation, retirement or promotion) unless the PAR is held as an "Acting" position with a termination date.
- b)** Articles 5 through 10 will be implemented for PAR that are hired on or after September 1, 2005 and PAR that are currently held as "Acting" headships that have termination dates.
- c) i)** The Guidance, Library, Physical Education and Vocational Studies PAR held prior to September 1, 2005 shall remain as designated; all other PAR designations except Physical Education are based on the number of sections in a department according to the following staffing section allocations:
- | | |
|----------------|----------------------------------|
| 0-5 sections | = assistant head (prior to 2005) |
| 6-19 sections | = minor head |
| 20-39 sections | = major head |
| 40+ sections | = major and an assistant head |

Physical Education – The Physical Education PAR are based on yearly student FTE enrollment numbers by school. This FTE enrollment number is the number used for September staffing.

Enrollment level	0 -750	One major head of Physical Education
	751 +	One major head. In addition, the In-School

Staffing Committee, in consultation with the staff, may add a minor head.

- ii) Any new PAR hired after September 1, 2005 will be dissolved if the department section count is less than 6 sections. These sections will be combined with another department pursuant to Articles 5 through 10. If department sections decrease to fewer than 40 sections, the assistant head automatically dissolves.
- iii) In the event that a teacher's designation changes, the Board will provide notification of the change in writing to the teacher prior to September 30th in any given year. If the number of sections change after September 1st (increases or decreases), this will not impact the PAR designation for that year.
- iv) All sections allocated to a school shall be assigned to a department for purposes of section count and PAR calculations.

11.05 Positions of Added Responsibility are based on yearly student FTE total enrollment numbers by school. This FTE enrollment number is the number used for September staffing.

- a) In the event that there is a decrease in enrollment level then the reduction in PAR shall be by attrition only.
- b) In the event that there is an increase to the next enrollment level then the Secondary School Staffing Committee shall review the enrolment level increase and determine the PAR.

Enrollment Level One	0 – 500	10 PAR
Enrollment Level Two	501 – 900	13 PAR
Enrollment Level Three	901+	17 PAR

11.06 a) The following are mandated PAR:

English
Math
Science
Tech
Physical Education
Geography and/or History

- b) Geography/History may stand alone, may combine or may form another combination.
- c) Mandated PAR may be combined with additional PAR as outlined in Article 11.07. However, mandated PAR may not be combined with other mandated PAR.
- d) A department can only be combined with another department when there is no PAR in one of the departments as a result of attrition. The combination of departments may occur regardless of the number of sections in a department. The In-School Staffing Committee shall consult with the teaching staff prior to combining a department. When combining a department, the combination shall not be based on qualifications of

an individual within the school. The combination shall be based on sound educational principles and education priorities at the school, Board or provincial level. An affected PAR may appeal the decision to combine departments to the Secondary School Staffing Committee within five school days of the decision.

11.07 a) The additional PAR are as follows:

Art
Business
Family Studies
Moderns
Music
Co-op
Library
Guidance
LRT/Special Education
Drama
Geography and/or History
Experiential Education

- b)** There may be other PAR based on approval of the In-School Staffing Committee (in consultation with the teaching staff) and final approval of the Secondary School Staffing Committee. If consensus is not reached at the In-School Staffing Committee, the proposed additional classification shall be forwarded to the Secondary School Staffing Committee for review and final decision.

11.08 GELA shall have a minimum of one PAR.

11.09 A posting for a Position of Added Responsibility shall be a 6 section, full-time posting subject to the following:

- a)** Where there is a program need identified by the Secondary School Staffing Committee (e.g. senior physics) that the successful candidate will be expected to fulfill, the Position of Added Responsibility posting will indicate that a preference will be given to candidates with additional qualifications in physics, for example. As a result, it will not be necessary to list the specific sections associated with the headship vacancy.
- b)** When there is a Position of Added Responsibility vacancy during the school year that includes 6 sections, then the Position of Added Responsibility shall be posted effective the date of the vacancy.
- c)** When there is a Position of Added Responsibility during the school year that does not include 6 sections, then the Position of Added Responsibility shall be posted as follows:
- i)** As a 6 section posting, effective September 1st of the following school year. If, however, the successful candidate is from within the school then the Position of Added Responsibility shall be effective immediately.

- ii) If the successful candidate is external to the school then the Position of Added Responsibility shall be posted as an acting position with the current number of sections from the date of vacancy until the end of the current school year.
- d) Between the declaration of surplus by school and August 31st, if there is a Position of Added Responsibility vacancy effective the following school year that does not include 6 sections, then the Position of Added Responsibility shall be posted as follows:
 - i) As a 6 section posting, effective September 1st of the school year following the effective date of the vacancy. If, however, the successful candidate is from within the school then the Position of Added Responsibility shall be assumed upon the effective date of the vacancy.
 - ii) If the successful candidate is external to the school, then the Position of Added Responsibility shall be posted as an acting position with the current number of sections from the date of vacancy until the end of the current school year.

11.10 Any teacher who is appointed to a Position of Added Responsibility shall teach at least two (2) sections, one per semester, in the subject area or subject areas for which the department or organizational unit has been created.

XII CONDITIONS OF WORK

12.01 Each full-time teacher shall be assigned a maximum of six (6) periods.

12.02 A full-time teacher shall be assigned up to 64 additional professional assignments per school year which may be comprised of on-calls, supervisions, student mentoring (not including attendance monitoring) and teacher mentoring.

12.03 There shall be no more than two (2) half-periods of on-calls/supervision/student mentoring/teacher mentoring assigned per week and no more than one half-period per day. Regardless of the length of the amount of time allocated within the half-period, the assignment shall count as one (1) half-period.

Notwithstanding the above, the Principal may assign some or all Guidance, Learning Resource, Library, Co-op, Self-contained Special Education and Alternative Education teachers to student mentoring as their additional professional assignments on a daily basis not to exceed the equivalent of the number of half-periods pursuant to Article 12.02.

12.04 Alternative professional assignments shall be equitably distributed among all teachers.

12.05 Part-time teachers shall be assigned additional professional assignments pro-rated in the same proportion as their assignment bears to full-time.

12.06 No teacher shall be assigned more than 3.0 courses per semester unless there is an agreement by the teacher, the Bargaining Unit and the Board.

- 12.07** A period shall be 75 minutes in length. The length of time may be adjusted to accommodate home room. No teacher shall be assigned more than three periods without a break, unless agreed by the Board, the Bargaining Unit and the teacher, and reported to the Secondary School Staffing Committee.
- 12.08** Each teacher is entitled to forty (40) consecutive minutes for lunch without assigned duties. If extraordinary circumstances arise, teachers shall not reasonably refuse to supervise during the lunch period.
- 12.09** Unless otherwise agreed upon by a teacher, no teacher shall be assigned more than two half-credit courses in a school year except where it is the normal part of the teacher's assignments to teach several half or partial credit courses in order to deliver normal instructional program (i.e. team teaching in shop rounds course or civics/career education).
- 12.10** Wherever possible, teachers shall be notified of any on-call assignments before the close of the previous school day.
- 12.11** The Superintendent responsible for Human Resources, or designate, will forward to the District 23 Office, by September 30th and February 28th, a copy of each member's workload assignment for the year.

- 12.12** (a) In order to provide a positive learning environment, the following maximum class sizes, , shall be:

	<u>2014-17</u>
LDCC/Learning Strategies	16
"K" classes	16
Applied	23
Grade 9/10 Open	25
Academic	30
Workplace "E"	22
OSSLC	20
College	27
Grade11/12 Open	26
University	32
University/College	32
Co-op	25
ESL Subject Group	19
STEP/Credit Recovery	19
Off-Site Alternative	23
Broad-Based Technology (excluding Computer and Communication classes)	22
Family Studies (labs)	24

(b) Class size limits may be exceeded by a maximum of 2 per class. If a further imbalance occurs during the scheduling process, these class size limits can be exceeded with the approval of the In-School Staffing Committee.

(c) Further, for 10% of classes in the school board, class size caps may be exceeded by up to 2 students. These exceptions shall be shared with the Secondary Staffing Committee and the In-School Staffing Committee.

(d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph c) without mutual consent.

(e) There shall be no change to local special education class size caps identified in section 31 of Regulation 29 under the *Education Act*.

12.13 The maximum number of students in a class that contains more than one course shall be the lowest maximum of the courses represented.

12.14 By October 15th for the first semester, and March 15th for the second semester, no class shall exceed the maxima in Article 12.12.

12.15 By the first Friday in October for the first semester, and by the first Friday in March for the second semester, the In-School Staffing Committee shall review the class sizes.

12.16 The length of the school year shall be in accordance with the *Education Act*.

12.17 Teachers shall not be required to work any days preceding the official start of the school year.

12.18 E-Learning

a) Secondary school students under 21 years of age taking credit courses through an electronically delivered curriculum shall be recorded on the day school register and shall be assigned to a class which is one of the six classes assigned to a teacher of the Teachers' Bargaining Unit.

b) For the purposes of staffing in grades 9 to 12 for E-learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations. A class which is taking a course for secondary school credit, delivered in part through electronically delivered curriculum, shall be subject to the same class size guidelines as other classes in the secondary system. Credits granted for such classes shall be used to generate FTE teachers within the Teachers' Bargaining Unit.

c) All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking electronically delivered credit courses shall be the responsibility of the teacher assigned to the electronic classroom.

- d) A teacher teaching electronically delivered courses shall be assigned a work location in the teacher's secondary school.
- e) A teacher assigned to teach electronically delivered credit courses shall be subject to the workload provisions set out in Article 12 of this Collective Agreement.
- f) For purposes of staffing and surplus declaration, a teacher assigned to teach electronically delivered credit courses shall be included in the staff complement of the secondary school which is the work location of the member. Each time the school is staffed the teacher has the right to resume a full timetable of regular classes subject to the staffing provisions of this Collective Agreement.
- g) The Board agrees to provide the Bargaining Unit with all information pertaining to enrolment and staffing of credit courses offered by electronically delivered curriculum.

12.19 A secondary school's Average Daily Enrolment in "dual credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class size regulation.

XIII STAFFING, SENIORITY, SURPLUS AND REDUNDANT STAFF, RECALL

13.01 a) Secondary Staffing Committee

- i) A Secondary Staffing Committee shall be established to provide input to the Superintendent with responsibility for Human Resources, or designate, regarding the staffing requirements of the secondary system and to assist with determining the number of teachers required in accordance with the *Education Act*, applicable regulations and the Collective Agreement.
- ii) The Committee shall be composed of three representatives from the Board and three representatives from the Bargaining Unit. Additional personnel resources may be invited to meetings on the consent of the Board and the Bargaining Unit. The Superintendent with the responsibility for Human Resources, or designate, shall chair the Committee.
- iii) The Superintendent responsible for Human Resources, or designate, in consultation with the Secondary Staffing Committee, shall:
 - (a) Review the enrollment projection data to estimate the total complement of secondary system teaching staff for the following school year.
 - (b) Have calculated the number of teachers required for credit and non-credit courses/lines in accordance with the *Education Act*, applicable Regulations, and the Collective Agreement and allocate to each school its share.

- iv) The Superintendent responsible for Human Resources, or designate, in consultation with the Secondary Staffing Committee, will make the necessary adjustments to the total complement of secondary system teaching staff in response to shifts in the projected enrolment.
- v) The Superintendent responsible for Human Resources, or designate, in consultation with the Secondary Staffing Committee, shall allocate the number of teachers to the schools.
- vi) The Superintendent responsible for Human Resources, or designate, in consultation with the Secondary Staffing Committee shall monitor individual workload including class sizes. When a teacher's workload including class size is excessive the Secondary School Staffing Committee shall make recommendations through the Superintendent of Human Resources or designate to the Superintendent responsible for the teachers school to address the situation. The Board shall ensure that necessary data is made available to the committee.
- vii) The Secondary Staffing Committee shall monitor the application of surplus and redundancy procedures and ensure that procedures are followed. For this purpose, the Committee shall attend a meeting to declare surplus to schools and vacancies. Human Resources shall consult with District 23 OSSTF regarding the placement of surplus teachers.
- viii) The Secondary Staffing Committee shall act on a consultative basis only. The final decisions shall rest with the Superintendent responsible for Human Resources, or designate.
- ix) The Secondary Staffing Committee shall meet at least monthly, if required, starting in September of the school year.

13.02 In-School Staffing Committee

An In-School Staffing Committee shall be established and maintained from year to year in each secondary school.

- a) An In-School Staffing Committee shall be comprised of the following school personnel:
 - i) the OSSTF Branch President, or designate
 - ii) a second representative from the Branch Executive
 - iii) the Principal
 - iv) a Vice-Principal
- b) The Committee shall meet at least three (3) times per school year at the request of the Branch President. The purpose of the meetings are as follows:

- i) to review the initial and final staffing allocation of the school. To include a review of the allocation of classroom teachers, including non-credit Special Education, ESL, Guidance, Library and LRT, and class size. The Committee will provide feedback to the Secondary Staffing Committee.
- ii) To review surplus and redundancy declarations. Department Heads are exempt from being surplus to the needs of the school.
- iii) To implement the Positions of Added Responsibility Structure (PAR).
- c) The Committee shall act in a consultative basis only; the final decision shall rest with the Principal.

- 13.03 a) Surplus to School Teacher** - A Surplus to School teacher is a teacher who has been identified by seniority as being in excess of the staffing requirements of a particular school for the ensuing school year.
- b) Redundant Teacher** - Teachers with lower seniority than the staff complement specified for the system, in accordance with Article XIII, shall be declared redundant. Teachers designated as redundant shall not be assigned a timetable until they have been removed from that category.
- c)** Throughout this Article, all references to qualified teachers refers to qualifications listed on the Ontario College of Teachers' Certificate of Qualification and/or as per the Acts and Regulations.

Where qualifications can be obtained prior to the commencement of a position or vacancy, a teacher must agree in writing to become qualified. He/she shall then be deemed to be qualified for that position or vacancy.

- d)** Where a teacher cannot be assigned a timetable in his/her areas of qualification as per (c) above:
- i) the teacher will be transferred to an available position in another school in accordance with his/her qualifications as per (c) above; or
 - ii) the teacher will be accommodated in another teachable subject area in a school operated by the Board. Such arrangement is contingent upon the teacher commencing retraining immediately in the new teachable subject area and providing annual proof that retraining is progressing by at least one course annually.

13.04 Seniority

Teachers shall be declared surplus or redundant according to seniority. Seniority shall be determined using length of teaching service. In determining seniority credits, the maximum seniority that can be accrued is one year in any one year. The order shall be:

a) For all teachers covered by this Agreement

Length of continuous service as a contract secondary school teacher with the Board or its predecessor Boards. Continuous service shall be calculated from the most recent first day of work after being hired as a contract secondary teacher. If the secondary teaching experience of a teacher covers more than one predecessor Board and is continuous, the most recent first day is the original first day.

b) For teachers whose seniority numbers are tied and who are in the bottom fifteen percent of the seniority list:

- i) length of service as a teacher with the Board and its predecessor Boards, including elementary contract teaching for teachers hired prior to September 1, 1998, and secondary long-term occasional service as of December 31 of the current school year. Long-term occasional work must have occurred after August 31, 1990. Long-term occasional service is defined as a minimum of nine (9) consecutive days in the same assignment.
- ii) length of total teaching service with the Board and its predecessor Boards, including casual occasional service as of December 31 of the current school year. Casual occasional service must have occurred after August 31, 1993. The Board's records will be accepted as correct in determining casual occasional service.
- iii) length of total contract teaching service in Ontario.
- iv) length of total contract teaching service.
 - iv) by lot conducted by the Superintendent responsible for Human Resources, or designate, and the Bargaining Unit President.

c) For teachers who were not covered by 13.04 (b) but subsequently are at risk of being declared surplus and have a tied seniority number:

Article 13.04 (b) (i) to (v) shall be applied.

13.05 Further Conditions

- a) Length of service shall be pro-rated for occasional teaching service, part-time and/or part year teachers, expressed to two decimal places, for 13.04 (b) (i) to (iv).
- b) All leaves including unpaid leaves granted by the Board shall not constitute a break in continuous service.

- c) For the purpose of determining length of teaching service, any teacher whose first day of work is the first day of a school year or the first day of a semester in a semestered school, shall be deemed to have started their employment on September 1 or February 1 respectively.
- d) For the purpose of determining length of teaching service, teachers shall not be credited with summer school, night school or other forms of continuing education teaching experience.

13.06 A principal or vice-principal who returns to the bargaining unit within a period not to exceed two (2) years from the time of assuming the position of principal or vice-principal shall be entitled to seniority held at the time of leaving the bargaining unit. Such a principal or vice-principal may be assigned to a position in the bargaining unit if the position is vacant after the procedures under the Agreement for filling it have been exhausted, and subject to the principal or vice-principal paying union dues on all salaries received during the leave upon return to the Bargaining Unit.

13.07 Seniority List Publication

The Board shall prepare and post electronically a list of teachers in order of seniority by February 15th of each school year. The President of the Bargaining Unit shall also be provided with a copy of such list. The list shall include the name and workplace of each teacher and shall, for the bottom 15%, show separately each determinant used in calculating seniority as defined in Article 13.04.

Within ten (10) teaching days of posting the list, a teacher who considers that his/her position on the seniority list is incorrect, must report the error in writing to the Superintendent responsible for Human Resources, or designate, and to the President of the Bargaining Unit. The Superintendent responsible for Human Resources, or designate, shall respond in writing within ten (10) teaching days, and shall revise the list as necessary.

13.08 Surplus to School Declaration

- a) A Surplus to School teacher is a teacher who has been identified by seniority as being in excess of the staffing requirements of a particular school for the ensuing school year.
- b) Each principal shall send the names of all surplus teachers in the school to the Superintendent responsible for Human Resources to be compiled into a Surplus List by April 25. Each Surplus List shall be posted electronically and an electronic copy shall be forwarded to the Bargaining Unit.
- c) The Board shall notify, in writing, each teacher who is to be declared surplus. Copies of all letters shall be sent to the Bargaining Unit.

- d) The President of the Bargaining Unit shall be provided with all relevant information regarding surplus declarations prior to the declarations.
- e) Teachers holding school leadership positions shall not be declared surplus to school but may be declared redundant in accordance with this Article.

13.09 Staff Transfers

- a) The Superintendent responsible for Human Resources, in consultation with the Secondary School Staffing Committee, shall make staff transfers when deemed necessary, at any time in the school year. In effecting such transfers, distance shall be a relevant consideration, and such transfers shall not be made in an arbitrary or discriminatory manner.
- b) Any teacher placed by transfer in accordance with Article 13.10 (a) shall not be placed again by such transfer in the following school year, except by mutual agreement.

13.10 Voluntary Transfers

- a) A teacher interested in transferring to a different school shall submit their request to transfer in writing to the Superintendent responsible for Human Resources, or designate, by March 1st. The Board shall compile a list of teachers requesting a transfer. A copy of the list and the number of sections per school available for transfer purposes shall be provided to the President of the Bargaining Unit.
- b) Principals will review the teachers requesting transfer to their school and notify Human Resources of the transfers they are approving. The decision to approve, or not approve transfers is at the principal's discretion. A copy of the approved transfers (teachers' names, number of sections and subject areas) shall be provided to the President of the Bargaining Unit. Teachers shall be notified of the transfer by Human Resources Services as soon as possible.
- (c) Transfers will be limited to vacancies initially identified by principals. Sections vacated by a transferring teacher shall be added to the Vacancy List for posting on May 7 (Article 13.13(a)).
- (d) Teachers requesting a transfer cannot increase their contract entitlement as part of the transfer process.

13.11 Mutual Transfer

- a) Two teachers from different schools, who mutually agree to an exchange of teaching assignments, shall submit their request in writing to the Superintendent of Human Resources, or designate, by December 1st for semester two and by March 1st for semester one. Subject to Article 13.11 (d), such transfers shall be granted subject to the approval of the Superintendent of Human Resources, or designate.
- b) A teacher is ineligible for a mutual transfer if the teacher is declared surplus to school or redundant.

13.12 Vacancies

- a) Each principal shall report all vacancies in their school to the Superintendent responsible for Human Resources, or designate. The initial vacancies shall be compiled into a Vacancy list by May 7. A copy of the Vacancy List shall be posted electronically, and shall be forwarded to the President of the Bargaining Unit.
- b) The Vacancy List shall be updated as needed by the Superintendent responsible for Human Resources, and all updates shall be posted electronically and shall be forwarded to the President of the Bargaining Unit.
- c) During periods of surplus and redundancy only, all vacancies shall be posted electronically for a minimum of forty-eight (48) hours, excluding weekends and holidays, before the position is offered to any teacher.
- d) Surplus to school teachers shall have one (1) right of first refusal based on qualifications in order of seniority to any posted vacancy until June 30th. A surplus to school teacher who does not exercise their right of first refusal and is placed by the Board or is awarded a job competition shall maintain their right of first refusal until June 30th. Any vacancy after June 30th is not subject to the right of first refusal.
- e) Subject to Article 13.13(d) all teachers covered by this Agreement, except for redundant teachers, may apply for any remaining vacancy from the Vacancy List for which they are qualified.

13.13 Placement of Surplus to School Teachers

- a) Surplus to school teachers who still require placement shall be offered a position based on qualifications in order of their seniority number. A surplus to school teacher shall have twenty-four (24) hours, exclusive of weekends, from the time a position is offered, to accept a vacant position. A surplus to school teacher who refuses, or accepts, a position, must confirm his/her decision in writing, to the Superintendent responsible for Human Resources, or designate. Failure to notify in writing within the 24 hours shall be considered notice of rejection of a position. If a surplus to school

teacher refuses two offers of a position, it shall be the responsibility of the Superintendent responsible for Human Resources, or designate, to ensure that such a teacher is assigned to a suitable position for which he/she is qualified.

- b)** If no vacancy exists for which a surplus to school teacher is qualified, it shall be the responsibility of the Superintendent responsible for Human Resources, or designate, to ensure that such a teacher is assigned to a suitable position for which he/she is qualified, and which is presently held by a similarly qualified teacher with the least seniority in the system. The teacher thus displaced from a position shall be declared redundant.
- c)** If, after following the procedures set out in Articles 13.13 (a) and 13.13 (b), there is no vacancy for which a surplus to school teacher is qualified, that teacher shall be declared a redundant teacher.
- d)** A surplus to school teacher may elect to refuse to displace another teacher. Such teacher then becomes redundant.

13.14 Redundant Teachers

- a)** The number of teachers declared redundant by the Board shall be determined by the total reduction of staff necessary based on the provisions of Article XII, considering projected enrolments, known leaves of absence, retirements and resignations.
- b)** Reductions in staff shall start at the bottom of the Seniority List with the least senior teacher and proceed up the ranked list.
- c)** The President of the Bargaining Unit shall be notified of redundancies prior to the declaration of redundancies.
- d)** A list of all redundant teachers shall be prepared by the Superintendent responsible for Human Resources, or designate. A copy of the Redundancy List shall be posted electronically and shall be forwarded to the Bargaining Unit.
- e)** Each redundant teacher shall be informed in writing by the Board as to his/her status as a redundant teacher by May 3. Copies of all letters shall be sent to the Bargaining Unit.

13.15 Provisions for Redundant Teachers

- a)** Redundant teachers shall have the right of recall, in order of qualifications and seniority, to regular teaching positions in accordance with Article 13.17 of this Agreement.

- b) At his/her option, on August 31, a redundant teacher who has completed his/her probationary period, may accept severance pay in lieu of recall rights. Severance pay shall be according to the following schedule:
- | | |
|------------------------------------|---------------------------|
| (i) less than five years' service | 1/6 annual rate of salary |
| (ii) 5 to 8 years' service | 1/4 annual rate of salary |
| (iii) over 8 years' service | ½ annual rate of salary |
- c) The severance pay shall only be payable if the teacher verifies that he/she is unemployed on the September 15th following his/her termination.

13.16 Recall

- a) A teacher who is laid off shall retain seniority and recall rights for a period not to exceed three (3) years from the date of termination of employment.
- b) No new teacher shall be hired and no current teacher shall be allowed to increase their teaching assignment until such time as there are no surplus, redundant or laid off teachers with the required qualifications for the teaching position to be filled.
- c) In all cases of recall, teachers shall be recalled in accordance with his/her seniority ranking provided he/she has the necessary qualifications for the teaching position to be filled or he/she agrees in writing to become qualified prior to the commencement of the assignment.
- d) All teachers eligible for recall shall file with the Board and the OSSTF, District 23 their most recent address and telephone number. Teachers who do not inform the Board of where they may be reached for recall purposes shall forfeit their right to recall if they are no longer residing at their last known address provided to the Board.
- e) A teacher who is recalled in accordance with this Article shall be reinstated as though there had been no interruption in service or seniority. Teaching experience for grid placement purposes shall not accrue during any period of lay-off. On recall, a teacher is entitled to sick leave accrued to the time of termination.
- f) The Board agrees to notify the President of District 23, OSSTF of the names of all teachers either laid off and/or subsequently recalled.
- g) Subject to eligibility requirements, as specified by the carriers, teachers on lay-off and eligible for recall, shall be entitled to continue participation in the group extended health and dental benefit plans to which he/she belonged at the time of termination of employment for a maximum of up to three (3) years from the date the teacher's employment terminated. Such teacher must pay 100% of the premium costs.

- h) An offer of position shall be made originally by telephone. A teacher shall inform the Board of his/her acceptance or rejection within twenty-four (24) hours of receiving the offer, exclusive of Saturday and Sunday. A teacher who fails to inform the Board within twenty-four (24) hours shall be deemed to have rejected the offer.
- i) If no contact can be made with the teacher by telephone, the Board shall contact the teacher, in writing, by priority post or courier. He/she forfeits all right to recall if a redundant teacher does not respond to the offer of a position by midnight on the fifth (5th) day (exclusive of Saturday and Sunday) after the date of mailing of the written offer.
- j) A teacher has the right to refuse three recalls to a position offered by the Board without prejudice to the teacher's recall rights. A fourth refusal of an offer will result in the teacher losing all rights of recall. Any refusal to a position in the same school previously refused shall not constitute one of the recall entitlements.
- k) At the time of recall, a teacher who is enrolled in an educational upgrading course which prevents him/her from assuming the duties of a position offered by the Board shall be assigned to the available position in accordance with this Article and shall be granted an unpaid leave of absence for the duration of the course.
- l) Teachers who were on part-time assignment at the time they were laid off shall be recalled to part-time assignments only, as long as there are teachers with recall rights.
- m) Teachers who were on full-time assignment shall be recalled to either full-time or part-time assignments, provided that teachers who had full-time assignments shall have the right to refuse a part-time assignment without losing their right of recall.
- n) A teacher who was on a full-time assignment and who accepts a recall to a part-time assignment shall retain the right to a full-time assignment provided that he/she shall only be entitled to that assignment at the commencement of a term or a semester, or through increased staffing as a result of enrolment review.
- o) If a teacher is being recalled to a position in the school from which he/she was declared redundant, the teacher shall be placed by the Board. No right of refusal exists.

XIV EVALUATION

- 14.01** No member of the Bargaining Unit shall evaluate another member of the Bargaining Unit. It is understood that members in leadership positions shall continue with formative supervision to assist teachers in areas of professional growth.

XV GRIEVANCE AND ARBITRATION

15.01 Definitions

- a) A “grievance” shall be defined as any matter arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- b) A “party” shall be defined as:
 - i) OSSTF
 - ii) the Board.
- c) “Days” shall mean regular work days unless otherwise indicated.

15.02 A teacher shall have the right to have present a representative from OSSTF to assist the teacher at any stage of this grievance and arbitration procedure.

15.03 Complaint Stage

Any dispute to be recognized as a grievance must first be discussed by the teacher with the Principal, or immediate supervisor, within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, the Bargaining Unit may file a formal grievance at Step One, within ten (10) days of the discussion with the Principal or immediate Supervisor.

15.04 Step One

The Bargaining Unit may initiate a written grievance with the Superintendent responsible for Human Resources, or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Agreement; and
- ii) the clause(s) in the Collective Agreement alleged to be violated; and
- iii) the relief sought; and
- iv) the signature of the duly authorized official of the Bargaining Unit.

Step Two

If no settlement is reached at Step One, the Bargaining Unit may, within ten (10) days of receipt of the written reply of the Superintendent responsible for Human Resources, or designate, refer the matter to the Director of Education or designate. The Bargaining Unit shall present the grievance to the Director or designate at a meeting to be held within fifteen (15) days of the Director’s receipt of the grievance. The Director of Education, or designate, shall answer the grievance in writing within five (5) days of the meeting.

Step Three

If the reply of the Director, or designate, is unacceptable to the Bargaining Unit it may, within ten (10) days of receiving the written reply of the Director of Education, or designate, apply for arbitration. Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the arbitration procedure.

15.05 Policy and Group Grievance

The Bargaining Unit has the right to file a policy grievance or group grievance on behalf of two or more teachers who are similarly affected as a result of an alleged violation of the Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that a Board grievance shall be filed with the President of the Bargaining Unit and at Step Two, a Board representative shall present its grievance to Bargaining Unit's Grievance Committee.

15.06 Grievance Mediation

At any stage in the grievance procedure, the parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the timeframe in which a resolution is to be reached.

The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

15.07 Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an Arbitrator or, if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

The single Arbitrator or Board of Arbitration shall hear the pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs.

The single Arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Agreement.

The single Arbitrator or Board of Arbitration shall have the power to relieve against timelines, modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

15.08 Cost of Arbitration

The fees for a single Arbitrator or Chairperson of a Board of Arbitration shall be shared equally by the parties.

15.09 Time restrictions may be extended if mutually agreed in writing.

15.10 There shall be no reprisals of any kind taken against any teacher because of participation in the grievance or arbitration procedure under this Agreement.

15.11 Should the investigation of processing of a grievance require that an involved teacher or Bargaining Unit representative be released from regular duties, the teacher shall be released without loss of salary or benefits. The Bargaining Unit agrees to reimburse the Board for the cost of the occasional teacher at the occasional teacher's rate provided an occasional teacher is hired.

XVI LEAVES OF ABSENCE

16.01 The following absence shall be without loss of sick leave credit, loss of salary or loss of seniority:

a) Bereavement

A total of five school days may be allowed per bereavement of the following: father, mother, spouse, child, or common-law spouse.

A total of three school days may be allowed per bereavement of the following: brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, fiancé or other person in loco parentis or any other relative who lived in the home.

One school day may be allowed per bereavement to attend the funeral of a grandparent-in-law, aunt or uncle, niece or nephew.

In the case of extenuating circumstances, application may be made to the Superintendent of Education responsible for Human Resources, or designate, for

additional time under this clause. For any working days which fall in this period, there shall be no deduction of pay.

b) Examinations and Convocations

A teacher, with the prior approval of the Superintendent of Education responsible for Human Resources, or designate, may be absent from duty without loss of salary by reason of examinations and convocations as follows:

- i) For the purpose of writing examinations, only the half-day period in which the examination occurs shall be granted. In addition to the half-day mentioned in the foregoing, one half-day shall be allowed for traveling, if necessary, as determined by the Superintendent of Education responsible for Human Resources, or designate.
- ii) A half-day period is granted for a teacher to attend his/her own graduation ceremony, or those of his/her son, daughter, husband, wife, or fiancé. In addition to the half-day period mentioned in the foregoing, one half-day shall be allowed for travel, if necessary, as determined by the Superintendent of Education responsible for Human Resources, or designate.

c) Jury Duty or Subpoena

Each teacher who is absent from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons charged, shall receive all benefits providing that the employee pays to the Board, any fee exclusive of traveling allowance and living expenses, that he/she receives as a juror or as a witness.

d) Quarantine

A teacher who is quarantined or otherwise prevented by an order of the Medical Health Authorities, from attending his/her duties because of exposure to a communicable disease.

e) Recognized Holy Days

A teacher is allowed a leave of absence for the observance of recognized Holy Days.

16.02 In accordance with Part A, Letter of Agreement #6, the following absences shall be without loss of salary, seniority or sick leave credits to a maximum of five (5) days in a school year.

a) Urgent Matters, Community or Public Service

Up to a maximum of two (2) school days per year, for urgent matters (including adoptive leave and paternity leave), or emergency family-related matters or community or public service which cannot be conducted other than during school hours may be allowed. Such requests must state the reason for absence, and approval is at the discretion of the Superintendent of Education responsible for Human Resources, or designate.

b) Moving

One day only per school year shall be allowed for moving from a personal principal residence, but it shall not apply to a teacher who has submitted his/her resignation or who is moving to take a summer course. The day allowed shall be the actual day of the move.

c) Hazardous Weather

A teacher who is unable to arrive at his/her workplace or designated workplace due to hazardous weather may have up to three (3) days in any one school year. Such requests must state the reason for absence, and approval is at the sole discretion of the Superintendent of Education responsible for Human Resources, or designate.

d) Personal Day

A teacher shall be granted a leave of absence for personal reasons for a maximum of one (1) day in a school year. Such leave shall not abut a Board-designated holiday, a statutory holiday, or summer, March or Christmas Break. The principal reserves the right to limit the number of personal days given on any one day at his/her school. Where possible, at least three (3) school days notice shall be given to the principal.

16.03 Special Circumstances

Absence involving unusual or extenuating circumstances may be referred to the Superintendent of Education responsible for Human Resources, or designate, for consideration. Wherever possible, application should be made in advance. Payment or deduction of salary shall be based on a review of the conditions causing absence.

16.04 Leaves of Absence

The Board may allow leaves of absence to teachers (including extended parental leave), and when such leave is granted the following conditions shall apply:

- a) Where a leave of absence is requested by a teacher, it shall mean a request for release from duty, with or without pay (according to the circumstances), for a stated period of time. Requests for leave shall not exceed two school years.
- b) Upon return to staff, annual salary increments shall be granted to the teacher for the period during which he/she was on leave with pay.
- c) Upon return to staff, annual salary increments shall not be granted to the teacher for the period during which he/she was on leave without pay.
- d) A leave of absence of two years or less may be filled by a long-term occasional teacher.

16.05 Upon the request of the teacher, the Board will provide reasons in writing for the denial of a leave or of payment for a leave.

16.06 Pregnancy/Parental Leave

Refer to Letter of Agreement #6 of Part A of the Central Agreement.

Pregnancy/Parental Leave shall be granted according to the terms of the *Employment Standards Act* and, in addition, the following conditions shall apply:

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- m) A teacher qualifying for a SEB plan payment under 16.06 (l) above shall not be financially disadvantaged by a reduced waiting period for EI benefits.
- n) For the purpose of Article 16.06(l), teacher's weekly earnings are 5/194 of the teacher's annual salary.

16.07 Self-Funded Leave Plan

The details of this Plan are as per the Addendum to this Agreement.

16.08 Leave for Bargaining Unit Officers

- a) Upon application by District 23, OSSTF, leave will be granted for up to the equivalent of four (4) full-time teachers. Such leave will be granted for District 23 activities and must be submitted to the Board by May 10th of the preceding school year.

- b) Each teacher on leave shall receive regular salary, allowances and benefits, experience for grid placement and seniority. District 23, OSSTF shall reimburse the Board for up to two (2) FTE leave based on the salary rate of a Category 2, Year 0 teacher plus the employer's portion of the absent member's non-statutory benefits plus allowances for the period of the leave.

16.09 Leave for OSSTF Business

- a) At the request of the OSSTF, District 23, the Board may excuse from teaching duties one or more teachers for the purpose of conducting official Federation business. Such leave shall be subject to prior arrangements with the Superintendent responsible for Human Resources, or designate, the reasonable requirements of the timetable and the availability of occasional teachers to replace the teachers involved. Absences may be segments of either half days or full days but, in any event, the maximum time for such leave shall not exceed sixty (60) days each school year.
- b) Members of the Bargaining Unit, granted leave under 16.09 (a) shall suffer no loss of salary, allowances and benefits. The Bargaining Unit agrees to reimburse the Board for the cost of the occasional teacher, if hired.

16.10 Provincial Executive Leaves

- a) In the event a member of the Bargaining Unit is elected or appointed to an office with the Provincial Executive of OSSTF, the Board agrees to give that teacher an indefinite leave of absence with pay.
- b) It shall be the responsibility of the teacher to notify the Board of his/her election or appointment to the Provincial Executive by the Friday following the March Break. Similarly, a teacher returning to teaching from the Provincial Executive must notify the Board by the Friday following the March Break.
- c) Sick leave credits shall not accumulate during the time spent on leave, but when the teacher returns to the Board from leave, he/she shall be credited with sick leave in accordance with C9.00 of Part A of the Central Agreement.
- d) The time spent on leave shall not entitle the teacher to grid increment(s) for that time.
- e) The Union shall reimburse the Board for the full cost of salary and benefits of the teacher on leave.

16.11 Subject to Article XIII, a teacher returning from leave pursuant to Article 16.08 or 16.09 or 16.10, shall be returned to his/her previous school.

16.12 Part-time Leave - Reduction in Timetable

- a) A part-time leave may be granted to a full-time teacher who has completed his/her probationary period and who wishes to reduce his/her timetable. There shall be no limit to the number of years a teacher may apply for a reduction in timetable.
- b) Application in writing for a leave under this Article shall be made to the Superintendent responsible for Human Resources, or designate, prior to March 1st.
- c) Subject to the provisions of Article 13, a return to a full-time teaching load at the teacher's current school upon completion of the leave shall be guaranteed.
- d) Notwithstanding the above, any teacher may, by mutual consent, apply for a reduced timetable at any time.

16.13 Return from Leaves

- a) A teacher holding a school leadership position shall be guaranteed his/her former school leadership position upon return from leave, provided that the position still exists and provided that the leave does not exceed two school years. If the position does not exist, or if a leave exceeds two school years, the teacher shall be guaranteed the first available appropriate school leadership position, but not necessarily in the same location nor in the same school leadership position.

When a teacher holding a school leadership position is on leave, the Board may fill the position on an acting basis.

- b) Subject to Article XIII, if a leave is granted to any teacher not holding a school leadership position, the teacher concerned shall be guaranteed a return to his/her former school provided that the leave does not exceed two school years. If the leave exceeds two school years, the teacher concerned shall be guaranteed a position in the system on return.

16.14 Leave From Home School

Teachers who accept an appointment of three school years or less to a central support term role, shall be guaranteed a return to their former school.

Teachers who take an unpaid leave of absence for two school years or less shall be guaranteed a return to their former school.

- 16.15** For the purposes of Article 16.13 and 16.14 "two school years" shall be interpreted as follows: Should a teacher take a leave at any time during the school year (September to June), the two school years commences the following September (i.e. if a leave commences October 5th, 2003, the two school years is from October 5th, 2003 through to August 31st, 2006).

16.16 Family Medical Leave

Refer to C8.00 of Part A of the Central Agreement

Family Medical Leave will be granted in accordance with the provisions of the *Employment Standards Act*.

XVII UNION DUES AND LOCAL LEVY

- 17.01** Deductions for Union dues and any levy chargeable by OSSTF shall be deducted in accordance with Article 8.02. The amounts shall be determined by OSSTF in accordance with its constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- 17.02** The OSSTF dues deducted in 17.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers, annual salary, salary for the period, and the amounts deducted.
- 17.03** The local levy specified by the Bargaining Unit in 17.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 23, no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their Social Insurance Numbers, annual salary, salary for the period, and the amounts deducted.

XVIII CONTINUING EDUCATION

- 18.01** The Parties agree that this Article sets out all rights and privileges for Continuing Education teachers who are teaching a credit course, except for
- | | |
|--------------------------|--|
| Part A Central Agreement | - C8.1 Family Medical Leave or Critically Ill Child Care Leave |
| | - C9.00 Sick Leave |
| | - Letter of Understanding #6 Pregnancy Leave |
| Part B Local Agreement | - Article XV Grievance and Arbitration |
| | - Article XVII Union Dues and Local Levy |
| | - Article 26.02 Termination of Employment |
| | - Article 34 Roster and Long-Term Occasional Teachers' List |
- 18.02** The Board agrees to post all vacancies electronically for three (3) school days and may simultaneously advertise provincially.
- 18.03** The Board agrees that any qualified teacher employed by the Board has the privilege of applying for any vacancy in the system, for which he or she is qualified.
- 18.04 a)** Salaries shall be as follows:
Effective September 1, 2019:

Teacher \$44.18
Supervisor \$2,404

Effective September 1, 2020:

Teacher \$44.62
Supervisor \$2,428

Effective September 1, 2021:

Teacher \$45.07
Supervisor \$2,452

All rates of pay to be specified as "including vacation pay".

b) Adult Education Basic Salary Scale September 1, 2019

STEP	CATEGORY 1 – SALARY	CATEGORY 2 - SALARY	CATEGORY 3 - SALARY	CATEGORY 4 - SALARY
0	41.50	43.18	47.17	49.71
1	44.30	46.19	50.63	53.42
2	47.10	49.20	54.09	57.13
3	49.88	52.21	57.55	60.83
4	52.68	55.21	61.01	64.54
5	55.47	58.22	64.47	68.26
6	58.27	61.23	67.93	71.96
7	61.05	64.24	71.39	75.67
8	63.85	67.25	74.85	79.38
9	66.64	70.26	78.32	83.08
10	69.45	73.27	81.78	86.80

c) Adult Education Basic Salary Scale September 1, 2020

STEP	CATEGORY 1 – SALARY	CATEGORY 2 - SALARY	CATEGORY 3 - SALARY	CATEGORY 4 - SALARY
0	41.92	43.61	47.64	50.21
1	44.74	46.65	51.14	53.95
2	47.57	49.69	54.63	57.70

3	50.38	52.73	58.13	61.44
4	53.21	55.77	61.62	65.19
5	56.02	58.80	65.11	68.94
6	58.85	61.84	68.61	72.68
7	61.66	64.88	72.10	76.43
8	64.49	67.92	75.60	80.17
9	67.31	70.96	79.10	83.91
10	70.14	74.00	82.60	87.67

d) Adult Education Basic Salary Scale September 1, 2021

STEP	CATEGORY 1 – SALARY	CATEGORY 2 - SALARY	CATEGORY 3 - SALARY	CATEGORY 4 - SALARY
0	42.34	44.05	48.12	50.71
1	45.19	47.12	51.65	54.49
2	48.05	50.19	55.18	58.28
3	50.88	53.26	58.71	62.05
4	53.74	56.33	62.24	65.84
5	56.58	59.39	65.76	69.63
6	59.44	62.46	69.30	73.41
7	62.28	65.53	72.82	77.19
8	65.13	68.60	76.36	80.97
9	67.98	71.67	79.89	84.75
10	70.84	74.74	83.43	88.55

18.05 The following absences shall be without loss of salary or sick leave:

a) Bereavement for Summer School Teachers

A total of five school days may be allowed per bereavement of the following: father, mother, spouse, child or common-law spouse.

A total of three school days may be allowed per bereavement of the following: brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, fiancé or other person in loco parentis or any other relative who lived in the home.

A total of one (1) school day may be allowed per bereavement to attend the funeral of a grandparent-in-law, aunt, uncle, niece or nephew.

b) Bereavement for Continuing Education Teachers (other than Summer School)

A total of one (1) school day (teaching session) may be allowed per bereavement of the following: father, mother, spouse, brother, sister, child, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, ward or guardian, grandparent-in-law, son-in-law, daughter-in-law, aunt or uncle.

c) Examination and Graduation

A teacher who is scheduled to work and who has received the prior approval of the Director of Education or designate may be absent from duty without loss of pay in accordance with the following:

- i) For the purpose of writing an examination, the day during which the examination occurs may be granted to summer school teachers and principal.
- ii) For the purpose of attending his/her graduation, the day during which the graduation occurs may be granted.

d) Jury Duty or Subpoena

A teacher who is absent from assigned work by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons charged, shall be paid the difference between the normal earnings and the payment he/she receives as juror or as a witness.

XIX PROFESSIONAL DEVELOPMENT

19.01 The Board shall allocate funds each school year for the purpose of funding Professional Development activities. The funds shall be allocated to each school on a staff per capita basis and administered at each school by a committee of staff.

19.02 An activity requiring a teacher to be absent from his/her assigned duties requires prior approval from the principal.

19.03 For the school year 2005-2006 and every year thereafter, the Board shall allocate at the commencement of the school year the sum of \$74,000 per year for Professional Development.

Any Professional Development monies remaining at the end of a school year shall be carried forward to the next school year. The monies carried forward shall not become part of the \$74,000 Professional development allocation for a given year but will be in addition to the yearly \$74,000 Professional Development allocation.

XX JUST CAUSE

20.01 No teacher who has completed the probationary period shall be disciplined, demoted or dismissed without just cause. A lesser standard of just cause shall apply to a probationary teacher.

XXI ITINERANT TEACHERS

21.01 An itinerant teacher is one who has been assigned by the Board to perform the teacher's duties in more than one school during the same school day.

21.02 An itinerant teacher shall be provided with reasonable travel time between schools.

21.03 An itinerant teacher shall be reimbursed at the per kilometer rate as per Board Policy.

XXII MEDICAL/PHYSICAL PROCEDURES

22.01 A teacher may but shall not be required to perform any medical or physical procedures for students. Where a teacher voluntarily performs a medical/physical procedure, the Board will provide adequate liability insurance.

XXIII POSTING OF VACANCIES

- 23.01**
- a) The Board shall post all vacancies electronically for three (3) days excluding weekends and statutory holidays.
 - b) Vacancies that still exist following the Vacancy List postings outlined in Article 13.13(a) and (b), and other vacancies, that become available subsequent to the Vacancy List(s), shall be used for placement/recall, as long as there are surplus and/or redundant teachers who are able to be offered such vacancies (ie qualified or mutual consent). No posting will be required.
 - c) Any vacancies remaining on the Vacancy List and any additional vacancies that occur between the declaration of surplus and or redundancy and August 31, that are not needed to place surplus and/or redundant teachers, shall be posted once internally to the Bargaining Unit. There shall be no backfill posting internal to the Bargaining Unit. Part-time contract teachers shall have first priority to vacant sections, provided the vacant section(s) fit in the part-time teacher's existing timetable. The principal shall interview the three most senior part-time teachers who have applied for and who have the required qualifications for the position. The position will be awarded to one of these applicants. If there are two applicants, the principal shall interview and choose between the two applicants. If there is one applicant, the principal shall award the

position to that applicant. If there are no part-time teachers then the principal shall interview and select from the contract teachers who have applied for the position.

- d) All other vacancies that become available after August 31st shall be posted internally to the Bargaining Unit. There shall be one initial posting and one backfill posting for these vacancies. These vacancies shall be posted when they are no longer required for placement of surplus and/or redundant teachers. Notwithstanding the foregoing, all Positions of Added Responsibility vacancies shall be posted.

- 23.02** Subject to Article XIII, the Board agrees that any qualified employee has the privilege of applying for any vacancy in the system for which he/she is qualified or can become qualified prior to the start of the assignment.
- 23.03** When it becomes known that an incumbent will be absent for longer than two months during the school year the Board shall post and fill a position of responsibility. A teacher appointed to fill such a position shall have acting status during the period of the incumbent's absence.
- 23.04** A copy of each job posting will be sent to the President of the Bargaining Unit at the same time the job is posted.

XXIV PERSONNEL FILES

- 24.01** The only recognized personnel file respecting a teacher shall be maintained by Human Resources Services of the Board and shall be available and open to the teacher for inspection in the presence of the Superintendent responsible for Human Resources, or designate, with prior notice and during the regular working hours of the Department.
- 24.02** Upon request, a teacher shall be entitled to copies of any materials contained in the employee's personnel file. The Board reserves the right to charge for copies in excess of 25 pages.
- 24.03** Where a teacher authorizes, in writing, access to the employee's personnel file by another person acting on the teacher's behalf, Human Resources Services shall provide such access, as well as copies of materials contained therein, if also authorized and requested. The Board reserves the right to charge for copies in excess of 25 pages.
- 24.04** Teachers shall receive copies of any materials placed in their personnel files.
- 24.05** Upon written request of the teacher to the Superintendent responsible for Human Resources, documents contained in the teacher's personnel file which are disciplinary in nature or letters of expectation and all supporting documents shall be removed from the file two years after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary materials referring to matters that have resulted in a suspension of three (3) or more days, or related to harassment, violence or inappropriate interaction with students will remain in a teacher's file. A request to have these materials removed can be made in writing to the Superintendent responsible for Human Resources, or designate.

XXV HEALTH AND SAFETY

- 25.01** The Board shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations. Any alleged violation of the *Act* shall be dealt with pursuant to the enforcement mechanism of the *Act*.

XXVI TERMINATION OF EMPLOYMENT

- 26.01** A teacher, other than a continuing education teacher, shall provide written notice by November 30th, of the intention to terminate employment effective December 31st, or at the end of the first semester, and by April 1st of the intention to terminate employment effective June 30th or August 31st. The Article shall not apply in the case of redundancy which is governed by Article XIII.
- 26.02** The Employer and an employee who is a night school or summer school continuing education teacher shall give written notice to the other of not less than two weeks should either wish to terminate the employee's employment
- i) before the last day of the course(s) being taught by the employee; or
 - ii) provided that fewer than two weeks are to elapse before the start time of the course.

Such notice shall not apply in the event of termination for just cause.

- 26.03** Nothing herein prevents an employee and the Board from mutually agreeing to the employee's resignation at any time.
- 26.04** The employment relationship shall be terminated, resulting in a loss of seniority and accumulated sick leave credits, when:
- a teacher is laid off for more than three years; or
 - a teacher fails to return to work during the recall period; or
 - a teacher accepts severance pay in lieu of recall rights.

XXVII ACTING ADMINISTRATIVE POSITIONS

27.01 The Parties agree that a teacher who is a member of the Bargaining Unit may substitute for an absent Principal/Vice-Principal for a period not to exceed one year less a day. The Acting Principal/Vice-Principal shall be paid the following salary:

1/194 of Year 0 of the Principal/Vice-Principal's Salary Scale x the number of days in the position. This salary shall be in lieu of the teacher's regular salary.

27.02 The teacher shall continue to be subject to all terms and conditions of this Collective Agreement.

27.03 Nothing in this Article prevents the teacher from resuming the teacher's Bargaining Unit duties subject to forty-eight (48) hours written notice to the appropriate supervisor (Principal/Superintendent).

27.04 An occasional teacher shall be hired to replace a teacher from the Bargaining Unit who is acting to replace an absent Principal/Vice-Principal for a period of one full day or more.

XXVIII PROBATIONARY PERIOD

28.01 A newly-hired teacher shall serve a probationary period of one school year worked.

XXVIX WORKPLACE SAFETY INSURANCE

29.01 When a teacher is eligible for and received approval of a claim by the WSIB, the Board shall supplement the WSIB award to provide for payment of the teacher's full salary to a maximum of four (4) years and six (6) months. Teachers who were receiving WSIB top-up on September 1, 2012 shall have the cap of four (4) years and six (6) months reduced by the length of time for which the teacher received WSIB benefits under the *Workplace Safety and Insurance Act, 1997*, as a result of that accident.

29.02 Where a residual permanent loss of physical ability to perform or a deficiency described by the Workplace Safety Insurance Board as less than "100% physical capability" results, the teacher shall retain the award at any time if received as a lump sum or, starting with the first day of return to work if the award is received as a continuing benefit.

XXX EMPLOYEE ASSISTANCE PROGRAM

30.01 The Board agrees to provide professional and confidential assessment and/or counseling assistance to the members of the Bargaining Unit by maintaining an Employee Assistance Program (EAP). The EAP shall utilize the services of independent professional counselors and/or referral agents who are not employees of the Board.

- 30.02** An EAP Review Committee shall oversee the administration of the program and shall make recommendations to the Board concerning the range of services to be provided under the program.
- 30.03** The Bargaining Unit shall have one representative on the EAP Review Committee. The Committee shall meet at least once each year.
- 30.04** Services provided under the EAP shall not be altered without consultation between the Board and the Bargaining Unit.
- 30.05** All members of the Bargaining Unit shall be eligible for a minimum of four (4) one-hour assessment or counseling sessions with a service provider per school year.
- 30.06** The Board shall pay 75% of the costs associated with the EAP.

XXXI TEACHER PERFORMANCE APPRAISAL

- 31.01** Performance Appraisals of all teachers shall be conducted in accordance with the *Education Act* and its Regulations as amended from time to time; however, it is agreed that the conduct of performance appraisals cannot create a difference between the parties or be the subject of a grievance except as set out in 32.04 below.
- 31.02** The Board shall consult with the Bargaining Unit regarding any new policies or operating procedures relating to performance appraisals.
- 31.03** Teachers in Positions of Added Responsibility shall not conduct teacher performance appraisals, but this shall not preclude teachers in Positions of Added Responsibility from participating in programs of assistance or other remediation.
- 31.04** The conduct of a performance appraisal may be the subject of a grievance only where, as a result of the appraisal of the teacher, the teacher is placed "On Review". Where such a grievance is filed, the entire evaluation process may be challenged notwithstanding the time lines in Article 15 (Grievance/Arbitration Procedure).

XXII ATTENDANCE MANAGEMENT POLICY/HEALTH AND DISABILITY MANAGEMENT POLICY

- 32.01** The Board, OSSTF District 23 and the teacher are committed to support the return to work of teachers with a disability and to ensure that they are treated with respect and dignity at all times. The Board and the Bargaining Unit further agree that all such workers shall be accommodated pursuant to the requirements of the *Ontario Human Rights Code*.

XXXIII ROSTER AND LONG-TERM OCCASIONAL TEACHERS' LIST

33.01 Upon request, Day School Adult Education teachers shall be placed on the Occasional Teachers' Roster. In addition, they will be granted an interview for the Long-Term Occasional Teachers' List when the Board is next conducting interviews, provided they apply and meet the eligibility criteria.

For the purpose of this article, eligibility criteria is at least 20 full days of teaching in the Adult Education Program during a 10-month period within the five years immediately preceding the day the request is made.

33.02 Upon request, part-time contract teachers shall be placed on the Occasional Teachers' Roster. In addition, they will be granted an interview for the Long-Term Occasional Teachers' List when the Board is next conducting interviews, provided they apply and meet the eligibility criteria.

For the purpose of this article, eligibility criteria is 20 full days of teaching during a 10-month period within the five years immediately preceding the day the request is made.

IN WITNESS WHEREOF the Parties have, through their duly authorized representatives, hereunto

signed their names as of the 13 day of December, 2021

FOR THE UNION:

Maria Colitti
Jacob A. Weber

FOR THE BOARD:

Stinders
John

Letter of Understanding

between

The Grand Erie District School Board
(hereinafter called 'the Board')

and

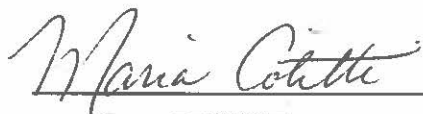

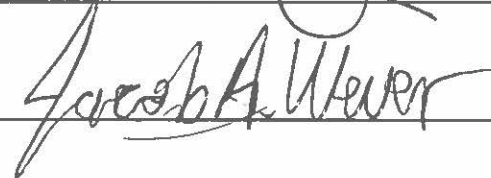
OSSTF, District 23, Teachers' Bargaining Unit

Extra-curricular Activities




Extra-curricular Activities are voluntary activities organized for students which occur outside of the regular instructional program.

Dated at Brantford, Ontario, this 13 day of December, 2021

FOR THE UNION:

FOR THE BOARD:

Letter of Intent

between

The Grand Erie District School Board
(hereinafter called 'the Board')

and

OSSTF, District 23, Teachers' Bargaining Unit

The Secondary teaching staffing component for grades seven (7) to graduation schools will be based upon the staffing generated by the Provincial Student Focused Funding Model.

Dated at Brantford, Ontario, this 13 day of December, 2021

FOR THE UNION:

Maria Collette
[Signature]
Jacob A. Weaver

FOR THE BOARD:

Sanders
[Signature]
[Signature]

Letter of Understanding

between

The Grand Erie District School Board
(hereinafter called 'the Board')

and

OSSTF, District 23, Teachers' Bargaining Unit

Student Success Initiative

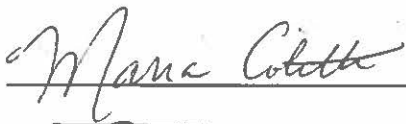
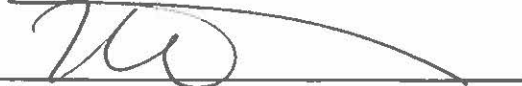

The Parties agree that the Secondary School Staffing Committee shall meet annually to review and make recommendations regarding the allocation of staff generated from Student Success Initiatives Funding, with a view to supporting student success through:

- a) specifically targeted school-based student success leaders
- b) school-based student success initiatives
- c) reduced class sizes in applied, workplace, locally-developed courses, college and academic classes where possible
- d) student mentoring
- e) teacher mentoring




Recommendations from the above review, in concert with data and recommendations from the Board's student success leader and the Superintendent responsible for Student Success shall be provided to the Superintendent responsible for Human Resources no later than April 30th of each school year to facilitate reporting and accountability to the Ministry of Education regarding the Student Success Initiatives and for planning and implementation the following school year.

Dated at Brantford, Ontario, this 13 day of December, 2021

FOR THE UNION:

FOR THE BOARD:

Letter of Understanding

between

The Grand Erie District School Board
(hereinafter called 'the Board')

and

OSSTF, District 23, Teachers' Bargaining Unit

Re: Article 13.15 - Recall

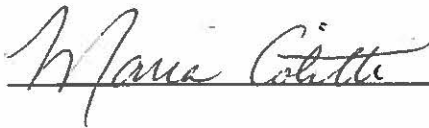
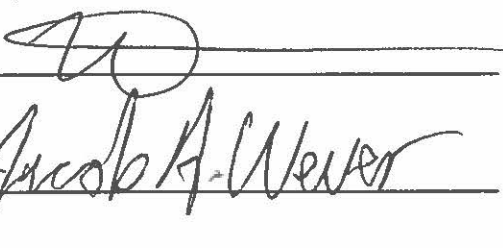
The recall procedure is premised on the need to put teachers with the necessary teachable subject match in vacancies wherever/whenever possible, based on the understanding that these teachers have the best knowledge to deliver subject curriculum and provide the best program to students.

- 1) **Restricted Subject Areas** (i.e. Technological Studies, French, Special Education)
- in seniority order, teachers in these subject areas are offered positions/sections in their areas of specialty as noted on their Certificate of Qualification.
- 2) **General Studies**
- in seniority order, teachers in these subject areas are offered positions/sections based on teachable subject/vacancy match.
i.e. Math sections are offered to the most senior teacher with math as a teachable subject. If he/she declines, the next math qualified teacher is offered the position/sections. Proceed through the recall list in this manner until the math sections are accepted.




- if no one on the recall list is math qualified, or if no one accepts the offer of the math position/sections, in seniority order, the math sections are offered on mutual consent. Proceed through the recall list in seniority order until the sections have been accepted.

Dated at Brantford, Ontario, this 13 day of December, 2021

FOR THE UNION:

FOR THE BOARD:

Letter of Understanding

between

The Grand Erie District School Board
(hereinafter called 'the Board')

and




OSSTF, District 23, Teachers' Bargaining Unit

Personal Protective Footwear



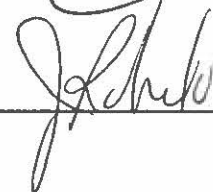
The Board shall pay a subsidy of \$90.00 for each pair of approved safety boots purchased for a maximum of one pair every year, to a teacher who is required to wear them, in accordance with the Board's Personal Protective Footwear Policy.

Dated at Brantford, Ontario, this 13 day of December, 2021

FOR THE UNION:

FOR THE BOARD:

Letter of Understanding

between

The Grand Erie District School Board
(hereinafter called the "Board")

and

OSSTF, District 23, Teachers' Bargaining Unit
(hereinafter called the "Union")


RE: School Closure and or Mergers

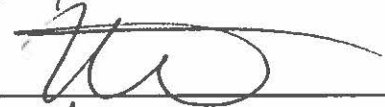
In the event of the announcement of a secondary school closure/merger the President of the Union will be notified. The Parties will establish a committee comprised of equal representation of up to three (3) members of the Union and up to three (3) representatives of the Board to develop a staffing protocol. The Board and the Union shall;

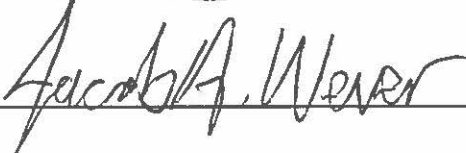
- discuss the content of Board and Union meetings to be shared with staff of school(s) affected by the school closure to include but not limited to: timing of meetings, information to be shared at the meetings, Union and Board representation at the meetings.
- discuss the staffing process for staff of the affected school(s) to include but not limited to: staff placement, surplus, transfer, Increase in FTE status
- discuss headship positions.

Dated at Brantford, Ontario, this 13 day of December, 2021


FOR THE UNION:









FOR THE BOARD:







ADDENDUM
SELF FUNDED LEAVE PLAN

1) Intent and Limits of the Plan

- (i) The Self-Funded Leave Plan has been developed to afford teachers the opportunity to take a one-year or one semester leave of absence by spreading "n" years salary payments over a ("n" + 1) year period, and through deferral of salary, finance the leave. "N" is not to exceed six (6) years. The leave of absence must be taken in the final year of the plan.
- (ii) While on leave, the teacher may engage in such plans of education and employment as he/she chooses except that he/she may not receive any salary or wages from the Board other than the salary under the deferred plan.
- (iii) The Board and District 23, OSSTF assume no responsibility for any consequences arising out of the plan related to effects on the teacher's superannuation provisions, income tax arrangements, Employment Insurance, and the Canada Pension Plan. All financial or legal indemnities arising from this plan shall be borne by the teacher. Terms and conditions governing the Self-funded Leave Plan must be in accordance with Canada Customs and Revenue Regulations and, as such, may change from time to time.

2) Qualifications

- (i) Any teacher having three years seniority with the Board or its predecessor boards is eligible to participate in the plan.
- (ii) All teachers wishing to participate in the plan are required to sign an application form and an agreement setting out the terms and conditions of the leave.

3) Application

- (i) A teacher must make written application to the Superintendent of Education responsible for Human Resources, or designate, before April 30 requesting participation in the Plan. The application shall set out the period in which the leave is to be taken.
- (ii) Written confirmation of the teacher's request shall be sent within sixty (60) days of the application.

4) Administration of the Plan

- (i) The Board will provide administrative services for the plan.

- (ii) In all years of the plan, the teacher will be paid a percentage of his/her proper grid salary and a percentage of his/her applicable allowance. The remaining percentage of the teacher's annual salary and applicable allowance shall be placed in an individual trust fund held jointly by the Board and the teacher in order to pay the required percentage of salary in the year in which the leave is taken. No more than 33 1/3% of the teacher's salary may be deferred in any one calendar year. Interest will be paid in each calendar year in which it is earned. Money will be deposited with any accredited banking institution as directed by the teacher provided that the institution can be changed only once per school year if the teacher gives the Board thirty (30) days of notice in writing.
- (iii) Pension plan deductions are to be continued as provided by the Teachers' Pension Plan Act and according to the policies of the Teachers' Pension Plan Board during all years that the teacher is participating. Teachers are responsible for any other arrangements with the Pension Plan Board.
- (iv) Income Tax, Employment Insurance and Canada Pension Plan shall be deducted on the actual amounts received by the teacher during each of the years of the plan subject to Canada Customs and Revenue regulations in effect at the time.
- (v) The year spent on leave shall not entitle the teacher to salary increment for that year.
- (vi) Subject to Article XIII, on return from leave the teacher shall be guaranteed his/her former school and former leadership position provided that the position still exists. The teacher must return to his/her teaching position with the Board for a period of time not less than the period of the leave of absence.
- (vii) If the teacher leaves the employ of the Board prior to taking the year of leave, then the Board shall pay to the teacher the full amount of the salary deferred plus accrued interest, in a manner that is mutually agreeable to the Board and the teacher. If the teacher dies prior to going on leave, the salary that has been deferred plus accrued interest shall be paid to the teacher's estate. Teachers declared redundant shall be required to withdraw from the Plan.
- (viii) A teacher may withdraw from the plan prior to April 1 of the year preceding the school year in which the leave commences, or as otherwise mutually agreed between the teacher and the Superintendent responsible for Human Resources, or designate. Any early withdrawal or other plan changes requested by the teacher are subject to a \$50 service charge.
- (ix) Upon withdrawal from the Plan, any monies accumulated, plus interest earned shall be repaid to the teacher. This repayment shall take the form of a lump sum adjustment made within thirty (30) days of withdrawal from the Plan. By mutual agreement of the Board and the teacher, the repayment may be made in two instalments on dates mutually agreed upon.

- (x) In the year of the leave, the accumulated monies shall be paid to the teacher according to the salary schedule as outlined in Article VIII or as outlined in (xiii) below, as mutually agreed upon by the teacher and the Board prior to the commencement of the leave.
- (xi) For a full-year leave, one-half ($\frac{1}{2}$) of the leave salary (less deductions) shall be paid on September 1 of the school year in which the leave begins, and the remaining one-half ($\frac{1}{2}$) (less deductions), shall be paid on January 31 which follows. For half-year leaves, the full leave salary (less deductions), shall be paid on the first day of the leave.

Historical Reference

Effective ratification no further RRSP deductions will be made for anyone other than those currently enrolled.

- 9.08** The Board shall, upon application by the teacher, make payroll deductions for Registered Retirement Savings Plan contributions. District 23, OSSTF shall select the financial institution to administer the Plan. The participating teacher agrees to pay 100% of the contribution to his/her individual plan.

PART A

TERMS NEGOTIATED CENTRALLY

BETWEEN

THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION

(hereinafter called 'OPSBA')

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF/FEESO)

(hereinafter called 'OSSTF')

PART B

TERMS NEGOTIATED LOCALLY

BETWEEN

WATERLOO REGION DISTRICT SCHOOL BOARD (WRDSB)

AND

**THE SECONDARY TEACHERS' OF DISTRICT 24, WATERLOO
OF THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF/FEESO)**

SEPTEMBER 1, 2019 TO AUGUST 31, 2022

*The collective agreement shall consist of two parts. Part "A" shall comprise those terms which are central terms.
Part "B" shall comprise those terms which are local terms.*

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Staffing Processes		ARTICLE L20

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PART A

TERMS NEGOTIATED CENTRALLY

BETWEEN

**THE ONTARIO PUBLIC SCHOOL BOARDS' ASSOCIATION
(hereinafter called 'OPSBA')**

AND

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF/FEESO)

SEPTEMBER 1, 2019 TO AUGUST 31, 2022

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or

- ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may

also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.

- iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.

- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement

for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.

- ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
- iii. The Crown shall make only one payment under b).
- iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%

- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.

- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVES

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.

- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.

- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.

- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.

- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

DRAFT

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:
☐ Patient is capable of returning to work with no restrictions.

☐ Patient is capable of returning to work with restrictions. **Complete section 2 (A & B) & 3**

☐ I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. **Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.**

First Day of Absence: _____	General Nature of Illness (please do not include diagnosis): _____
---------------------------------------	--

Date of Assessment:
 dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (please specify):</td> <td><input type="checkbox"/> Other (please specify):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately:			Have you discussed return to work with your patient?	
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days			<input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable):			Start Date: dd mm yyyy	
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours				
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

**LETTER OF AGREEMENT #2
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local

parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

[Return to TOC](#)

[Return to Key Terms](#)

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be

designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - b. A one-time contribution of a half month’s premium cost (4.15% of annual

- benefit costs) to the Trust, to cover start-up costs and/or reserves.
- c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent

positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence

review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based

on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.

- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
- a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
- a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the

plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period. Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph.
- l) The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective

agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

PART B
TERMS NEGOTIATED LOCALLY
BETWEEN
WATERLOO REGION DISTRICT SCHOOL BOARD (WRDSB)
AND
THE SECONDARY TEACHERS OF DISTRICT 24, WATERLOO
OF THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (OSSTF/FEESO)
SEPTEMBER 1, 2019 TO AUGUST 31, 2022

ARTICLE L1 – PURPOSE

L1.01 It is the intent and purpose of the parties in this Agreement, hereinafter referred to as "the Agreement", to set forth terms and conditions of employment.

ARTICLE L2 - EFFECTIVE PERIOD

L2.01 Revisions may only be made to this Agreement with the mutual written consent of the parties. Each party shall determine its respective bargaining procedures required to provide consent.

ARTICLE L3 – RECOGNITION

L3.01 The Board recognizes the OSSTF as the bargaining agent authorized to negotiate on behalf of its Members employed to teach by the Board and assigned as teachers, including temporary teachers and continuing education teachers delivering continuing education credit courses, to one or more secondary schools or to perform duties in respect of such schools all or most of the time and occasional teachers who are on the Board's list of occasional teachers and who may be assigned to a secondary school.

L3.02 The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.

L3.03 The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in matters pertaining to the negotiation and administration of this Collective Agreement.

L3.04 The Board further recognizes the right of OSSTF and/or the Bargaining Unit to represent a Member at any meeting when the conduct or competence of the Member is being questioned.

L3.05 The Bargaining Unit recognizes the right of the Board to utilize the services of representatives of the Trustees' Association or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in matters pertaining to the negotiation and administration of this Collective Agreement.

L3.06 It is agreed that all Letters of Understanding and Appendices agreed to during the Collective Bargaining process and attached to the Collective Agreement are part of the Collective Agreement. If the parties agree during the term of the Collective Agreement to modify the Collective Agreement, a Letter of Understanding shall be agreed to by the parties and be clearly identified as a modification to the Collective Agreement and shall be part of the Collective Agreement.

ARTICLE L4 - UNION DUES

L4.01 On each pay date on which an employee is paid, the Board shall deduct from each employee the OSSTF dues and any chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in

accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

- L4.02** The OSSTF dues deducted in Article L4.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- L4.03** Dues specified by the Bargaining Unit in Article L4.01, if any, shall be deducted and remitted to the Treasurer of the Teacher Bargaining Unit OSSTF District 24, Waterloo at 225 Centennial Court, Kitchener, Ontario N2B 3X2 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, their workplace location, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- L4.04** OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE L5 - NO STRIKE or LOCK-OUT

- L5.01** There shall be no strike or lock-out during the term of this Agreement. The terms “strike” and “lock-out” shall be defined as in the *Education Act* and the *Labour Relations Act* respectively.

ARTICLE L6 - MANAGEMENT RIGHTS

- L6.01** Both parties to this Agreement recognize that, subject to this Agreement, it is the sole right and responsibility of the Board to operate and manage the affairs of the Board in accordance with the statutes and regulations of Ontario, and that the Board agrees to precede any change to policy which affects Bargaining Unit members by written communication to the Bargaining Unit President.

ARTICLE L7 - UNION RIGHTS

- L7.01** No Member shall be discharged, demoted, disciplined or suspended without just cause.
- L7.02** The parties agree that there shall be no discrimination practiced against Members contrary to the Human Rights Code, nor based on membership in the Union.
- L7.03** A Member who has been summoned to a meeting or who has formally requested a meeting for the purpose of discussing a professional difficulty shall be entitled to have a Bargaining Unit representative present. The Member shall be informed of this entitlement to representation prior to the meeting, unless the Board advises the Bargaining Unit about the meeting in advance of the meeting.

- L7.04** The Bargaining Unit shall be allowed to carry out Union business on the Board's premises at reasonable times and in reasonable locations.
- L7.05** The Bargaining Unit and its members shall have reasonable access to school fax machines in order to communicate between the worksite and District Office at a nominal fee established by school policy for non-Board business.
- L7.06** The Bargaining Unit shall continue to have reasonable access to the Board's courier service and the Board's electronic communications service for communication with its Members and with the Board.

ARTICLE L8 - LABOUR/MANAGEMENT RELATIONSHIPS

- L8.01** The Board agrees to provide new Bargaining Unit Members with **electronic** access to the Collective Agreement.
- L8.02** The Bargaining Unit shall notify the Board annually in writing the names of its representatives as follows: officers, including grievance officer, collective bargaining members, and branch presidents.
- L8.03** The Board shall designate bulletin board space for the use of all Members of the Bargaining Unit at an appropriate location and of a reasonable size at each worksite upon which the Union, only, shall have the right to post notices relating to matters of interest to the Union and its members.
- L8.04** Board data and information concerning qualifications, allowances, salaries, and any other data relevant to the negotiation and administration of the Collective Agreement shall be made available to the Bargaining Unit upon request, if such material has been or will be produced for the Board's use.
- L8.05** The Board agrees to provide each Bargaining Unit Member with electronic access to the following information: category classification, grid step placement, salary, allowances, sick leave **allocation** and top-up bank as of September 1st by October 15th of each year.

ARTICLE L9 - CATEGORY DEFINITIONS AND IMPLEMENTATIONS

- L9.01** In each school year of this agreement, Category definitions shall be those outlined as of September 1st in the Ontario Secondary School Teachers' Federation Certification Charts, **or the Qualifications Evaluation Council of Ontario (QECO) Charts**, and in all cases, the certification rating statement issued by the O.S.S.T.F. Certification Board **or by QECO** shall be accepted as clear evidence of category. All certification booklets must have Board approval.
- L9.02** All Members employed on interim Certificates of Qualifications or Letters of Eligibility shall be paid according to the certification rating statement issued by the O.S.S.T.F. Certification Board **or by QECO**.
- L9.03** Newly employed Secondary School Members who **have not yet had their qualifications**

assessed by OSSTF or QECO, for teaching in Ontario secondary schools shall be paid not less than **the Category A1 QECO rate or Group 1 (OSSTF)**.

- L9.04** It shall be incumbent upon the Member to provide documented proof in the form of a Certification Rating Statement from the O.S.S.T.F. **or QECO** as to the Member's appropriate group classification.

At the time of hire, the Board shall inform the Member in writing of the requirement to submit a Certification Rating Statement within five (5) months of the effective date of hire in order to receive a salary adjustment retroactive to the effective date of hire. In the event the Member is unable to meet the above timeline for reasons beyond the Member's control, the Member must so notify the Board in writing within the five-month period and the Board may grant an extension.

In the event the Certification Rating Statement is not provided or an extension has not been granted within five months of the date of hire, any retroactive salary adjustment shall be made at the beginning of the semester/term (September 1st or approximately February 1st) in which the Statement is provided.

- L9.05** In each school year of this agreement, all Secondary School Members newly employed, both experienced and inexperienced, shall be placed, without exception, in the category group for salary purposes consistent with O.S.S.T.F. **or QECO** Certification Charts on September 1.

- L9.06** A Member who qualifies for a change in category by reason of improved qualifications shall receive the appropriate differential amount in addition to the increment where applicable.

Where a Member qualifies prior to September first (1st) for a change in category, the adjustment will be made effective from the beginning of school in September of that year. **Adjustments are contingent upon proper documentation and such documents must be submitted by March thirty-first (31st) to be effective September first (1st) of the current school year.**

Where a Member qualifies prior to December thirty-first (31st), for a change in category, the adjustment will be made effective January first (1st) of the calendar year following, on submission of the proper documents to the Board. Adjustments are contingent upon proper documentation and such documents must be submitted by April thirtieth (30th) to be effective on January first (1st) of the current **school** year.

In order to qualify, the Member shall be required to provide documented proof in the form of a Qualifications Evaluation Council of Ontario (QECO) statement of evaluation as to the Member's appropriate group classification.

- L9.07** A Member who transfers from the Elementary panel shall be allowed to retain the rating for salary category established under Board-approved Q.E.C.O. Agreement

- L9.08** Occasional Teachers in Secondary Long-Term Occasional assignments shall have a rating statement for salary category placement based on the OSSTF **or QECO** Certification Charts identified in Article L9.01.

ARTICLE L10 - BASIC SALARY SCALE AND ALLOWANCES

10.01 (a) For the period September 1, 2019:

	CATEGORY			
Year	1	2	3	4
0	47,003	48,877	54,473	57,723
1	50,278	52,507	58,424	61,925
2	53,548	56,143	62,364	66,253
3	56,810	59,783	66,307	70,593
4	60,089	63,424	70,253	74,930
5	63,389	67,062	74,209	79,260
6	66,632	70,699	78,152	83,596
7	69,904	74,337	82,105	87,935
8	73,176	77,970	86,053	92,283
9	76,448	81,611	90,004	96,622
10	80,151	85,246	93,957	100,985

(b) For the period September 1, 2020:

	CATEGORY			
Year	1	2	3	4
0	47,473	49,366	55,018	58,300
1	50,781	53,032	59,008	62,544
2	54,083	56,704	62,988	66,916
3	57,378	60,381	66,970	71,299
4	60,690	64,058	70,956	75,679
5	64,023	67,733	74,951	80,053
6	67,298	71,406	78,934	84,432
7	70,603	75,080	82,926	88,814
8	73,908	78,750	86,914	93,206
9	77,212	82,427	90,904	97,588
10	80,953	86,098	94,897	101,995

(c) For the period February 3, 2021:

	CATEGORY			
Year	1	2	3	4
0	47,948	49,860	55,568	58,883
1	51,289	53,562	59,598	63,169
2	54,624	57,271	63,618	67,585
3	57,952	60,985	67,640	72,012
4	61,297	64,699	71,666	76,436
5	64,663	68,410	75,701	80,854
6	67,971	72,120	79,723	85,276
7	71,309	75,831	83,755	89,702
8	74,647	79,538	87,783	94,138
9	77,984	83,251	91,813	98,564
10	81,763	86,959	95,846	103,015

L10.02 Teachers who leave during a school year shall have their salary prorated based on the number of days worked in each semester multiplied by their FTE workload for those days.

L10.03 ANNUAL INCREMENTS

The annual increment for recognized teaching experience shall be based on the calculation as shown in Article L10.04. Placement on the basic salary scale, Article L10.01, and the Co-ordinators' salary scale, Article L10.06, will be based on total experience accumulated as of that date.

L10.04 RECOGNITION OF TEACHING EXPERIENCE

Experience as a teacher, including experience as a Long-Term occasional teacher and/or as a continuing education teacher, shall be recognized and calculated as follows:

1. Pregnancy and/or parental leaves shall be considered to be teaching experience for the statutory portion of the leave only.
2. Placement on the salary scale, (Article L10.01) will be based on the total accumulated experience as of the date of calculation.
3. Total days of experience are to be considered. For the purposes of Article L10.04, a year's teaching experience is considered to be 194 days.
4. If, at the time of calculation each year, there are 97 or more days experience in excess of full years of experience, these days shall be considered to be equivalent to one year of experience for placement on the grid.

5. Part-time and full-time experience shall be accumulated and paid to the appropriate full year of experience as provided for in Article L10.04(4) and as calculated on August 31 of each year. Part-time teaching experience will be prorated to its full-time equivalent at the time of the calculation each year.
6. Calculation of experience will be completed as of August 31st of each year.
7. Previous teaching experience, excluding previous teaching experience in an elementary or secondary school, (i.e. Armed Services, Adult Education Centre, College of Applied Arts and Technology or University, on full-time employment) will be credited as teaching experience for grid placement in the amount of one grid step for each full year of similar teaching experience up to a maximum of seven (7) years of similar teaching experience.
8. Previous secondary or elementary school teaching experience, prior to employment with the Board, will be granted full recognition on schedule up to the maximum salary for the appropriate category as outlined in Article L10.01. Such experience shall be calculated as above, in Article L10.04 (7).
9. Long-Term occasional teaching experience shall be credited as teaching experience for purposes only of advancement on the grid. Increments shall be granted in accordance with the Board's standard practice as outlined in Article L10.03.
10. Effective September 1, 2009, a newly hired teacher with previous daily occasional teaching experience on or after September 1, 2001 will be given credit for this teaching experience for grid placement purposes at a rate of 1/194 of a year's experience for each daily occasional day worked. Grid placement and retroactive salary from the date of appointment to that position is subject to proper documentation and such documents must be submitted within five (5) months of the appointment to Human Resources.
11. Documentation related to teaching experience in articles L10.04 (7), (8), (9), and (10) above shall be provided as follows:

At the time of hire, the Board shall inform the Member in writing of any guidelines related to the documentation required to support any previous experience. Such documentation shall be submitted within five (5) months of the effective date of hire. Salary adjustment shall be made retroactive to the effective date of hire.

In the event the Member is unable to meet the above timeline for reasons beyond the Member's control, the Member must so notify the Board in writing within the five-month period and the Board may grant an extension.

In the event the documentation required is not provided or an extension has not been granted within five months of the date of hire, any retroactive salary adjustment shall be made at the beginning of the semester/term (September 1st or approximately February 1st) in which the documentation is provided.

L10.05 RESPONSIBILITY ALLOWANCES

1. Department Head's Allowance

(1) Effective September 1, 2019:

Criteria for Responsibility Allowances:

- (a) An allowance of \$7,045 will be paid to the Head of Department Cat. A.
- (b) An allowance of \$3,522 will be paid to the Head of Department Cat B.
- (c) An allowance of \$3,522 will be paid to the Assistant Head of Department.
- (d) These amounts shall be in addition to those granted in Articles L10.01 and L10.08.

(2) Effective September 1, 2020:

Criteria for Responsibility Allowances:

- (a) An allowance of \$7,115 will be paid to the Head of Department Cat. A.
- (b) An allowance of \$3,557 will be paid to the Head of Department Cat B.
- (c) An allowance of \$3,557 will be paid to the Assistant Head of Department.
- (d) These amounts shall be in addition to those granted in Articles L10.01 and L10.08.

(3) Effective September 1, 2021:

Criteria for Responsibility Allowances:

- (a) An allowance of \$7,186 will be paid to the Head of Department Cat. A.
- (b) An allowance of \$3,593 will be paid to the Head of Department Cat B.
- (c) An allowance of \$3,593 will be paid to the Assistant Head of Department.
- (d) These amounts shall be in addition to those granted in Articles L10.01 and L10.08.

2. Consultant's Allowance

(1) Effective September 1, 2019:

- (a) An allowance of \$7,045 will be paid to a Consultant.
- (b) The amounts shall be in addition to those granted in Articles L10.01 and L10.08.

(2) Effective September 1, 2020:

- (a) An allowance of \$7,115 will be paid to a Consultant.
- (b) The amounts shall be in addition to those granted in Articles L10.01 and L10.08.

(3) Effective September 1, 2021:

- (a) An allowance of \$7,186 will be paid to a Consultant.
- (b) The amounts shall be in addition to those granted in Articles L10.01 and L10.08.

L10.06 COORDINATORS SALARY SCALE

- (1) Effective September 1, 2019:

Year:	Coordinator:
0	\$113,192
1	\$115,217
2	\$117,243
3	\$119,267
4	\$121,295

- (2) Effective September 1, 2020:

Year:	Coordinator:
0	\$114,324
1	\$116,369
2	\$118,415
3	\$120,460
4	\$122,508

- (3) Effective September 1, 2021:

Year:	Coordinator:
0	\$115,467
1	\$117,533
2	\$119,599
3	\$121,665
4	\$123,733

L10.07 Any Bargaining Unit member who holds or is appointed to the position of Co-ordinator or Consultant, or who is seconded to a Special Assignment within the Board shall remain a member of the Teachers' Bargaining Unit for the duration of the assignment.

L10.08 RECOGNITION OF POST GRADUATE DEGREES

1. (a) Effective September 1, 2019, the payment for extra degrees granted Teachers, Consultants and Department Heads shall be as follows:

All Masters Degrees	\$1,348
Ph.D., or Ed.D.	\$1,783

- (b) Effective September 1, 2020, the payment for extra degrees granted Teachers, Consultants and Department Heads shall be as follows:

All Masters Degrees	\$1,361
Ph.D., or Ed.D.	\$1,801

- (c) **Effective September 1, 2021, the payment for extra degrees granted Teachers, Consultants and Department Heads shall be as follows:**

All Masters Degrees	\$1,375
Ph.D., or Ed.D.	\$1,819

Only the highest degree is to be recognized and payment is in addition to the annual salary. If a post-graduate degree is used for category qualification, then the above allowances will be reduced by 50%.

2. Where a Member obtains a qualifying post graduate degree prior to September first (1st), the salary adjustment will be made effective from the beginning of school in September of that year. **Adjustments are contingent upon proper documentation and such documents must be submitted by March thirty-first (31st) to be effective September first (1st) of the current school year.**

Where a Member obtains a qualifying post graduate degree prior to December thirty-first (31st), the salary adjustment will be made effective January first (1st) of the calendar year following. Adjustments are contingent upon proper documentation and such documents must be submitted by April thirtieth (30th) to be effective on January first (1st) of the current **school** year.

In order to qualify, the Member shall be required to provide documented proof in the form of a Qualifications Evaluation Council of Ontario (QECO) statement of evaluation as to the Member's appropriate group classification.

L10.09 ALLOWANCE FOR RELATED TRADE OR PROFESSIONAL EXPERIENCE

At the discretion of the Board, a salary adjustment will be granted at the time of hire for related experience gained prior to the effective date of hire. For purposes of placement on the grid, related trade or professional experience will be credited as the equivalent of teaching experience in the amount of one grid step for each full year of such related experience up to a maximum of 7 years of related (to teaching) experience.

Related experience for calculation purposes means the year(s) beyond the number required to enter an Ontario Faculty of Education.

At the time of hire, the Board shall inform the Member in writing of the guidelines required to support the grid placement for previous related trade or professional experience and of the requirement to submit such documentation within five (5) months of the effective date of hire. Salary adjustment shall be made retroactive to the effective date of hire.

In the event the Member is unable to meet the above timeline for reasons beyond the Member's control, the Member must so notify the Board in writing within the five-month period and the Board may grant an extension.

In the event the documentation required is not provided or an extension has not been granted within five months of the date of hire, any retroactive salary adjustment shall be made at the beginning of the semester/term (September 1st or approximately February 1st) in which the documentation is provided.

L10.10 MEMBERS APPOINTED TO TEMPORARY POSITIONS OF ADDED RESPONSIBILITY

A. ASSISTANT DEPARTMENT HEADS AND DEPARTMENT HEADS

1. (a) A member shall be appointed to an Acting Position of Added Responsibility within the Bargaining Unit to replace a Member on an approved Leave of Absence of fifteen (15) days or more and shall be paid on the same basis as a Member regularly appointed to a similar position. The appointment to the Temporary Position of Added Responsibility shall be terminated upon the return of the Member on the extended Leave of Absence. The Member in the Temporary Position will be placed in a position similar to the one held prior to the appointment to the Temporary Position of Added Responsibility.
- (b) A Member who has been appointed to a Temporary Position of Added Responsibility as the result of a posted Position of Added Responsibility selection process, shall remain in the position for the duration of the leave of absence of the Member on Leave, subject to satisfactory performance in the position. If the Member on the approved leave is granted an extension beyond two (2) consecutive school years, or if the Member resigns the Position of Added Responsibility position after a leave of absence of two (2) consecutive years, the Member appointed to the Temporary Position of Added Responsibility will retain a Position of Added Responsibility, subject to satisfactory performance in the position.
2. A Member without specialist qualifications may be appointed to a Temporary Position of Added Responsibility within the Bargaining Unit to replace a Member on an approved Leave of Absence for a period of up to one (1) school year. The period of time may be extended to a maximum of one (1) additional school year by mutual consent of the parties.

It is understood that a member will not automatically retain the position of added responsibility as outlined in Article L10.10 A. 1(a)(b) unless they hold specialist qualifications at the time the Position of Added Responsibility exceeds two (2) consecutive years.

B. TERM APPOINTMENTS – CONSULTANTS AND COORDINATORS

- (a) The appointment to the position of Consultant or Coordinator shall be for a **term as determined by the Board including any extensions.**
 - (1) Notwithstanding Article L10.10 B (a), a Member appointed to the position of Consultant or Coordinator shall retain the right to return to their previous position, in their previous school, at the end of the first or second year after their appointment. The Member shall make the request to return to their previous position no later than April 1. **If the Member's appointment is extended beyond two years, the Member shall return to an equivalent teaching position to the one held prior to their appointment as a Consultant or Coordinator.**
 - (2) If the Board chooses to reduce the number of Consultants or Coordinators, the least senior Consultant or Coordinator shall return to their previous position, in their previous school/position, if the Member has completed one or two years as a Consultant or Coordinator. If the Member has completed three **or more** years as a Consultant or Coordinator, the Member shall return to a position equivalent to their previous position, **subject to the provisions of this Agreement.**
 - (3) If an equivalent position is not available, the Member shall be placed at a school of their choice, subject to availability of a position **and the provisions of this Agreement**, prior to the placement of any Untenured Teachers, and shall be paid any Position of Responsibility (PAR) Allowance that would have been paid to the Member, had an equivalent position been available. When an equivalent PAR becomes vacant, the Member shall be placed in the vacant position, or resign the right to a PAR.

C. ACTING PRINCIPAL, VICE-PRINCIPAL AND TEACHER IN CHARGE

- 1. No Member of the Bargaining Unit shall be appointed Acting Principal, Acting Vice-Principal or Teacher in Charge excepting those appointments outlined in Article L10.10 C. 2, 3.
- 2. (a) A Teacher appointed to replace a Vice-Principal or Principal on a temporary basis for 20 or more consecutive days shall be deemed to be an Acting Vice-Principal or Acting Principal and shall be on leave from the Bargaining Unit. For the purposes of this provision, and in accordance with s.277.1 of the Education Act and s.1 of the Teaching Profession Act, on leave shall mean that, for the duration of the assignment, the Acting Vice-Principal or Acting Principal is not a teacher for the purposes of membership in the Bargaining Unit, the Ontario Secondary School Teachers' Federation or the Ontario Teachers' Federation. The conditions in the Collective Agreement shall not cover an Acting Vice-Principal or Acting Principal, nor shall the Teacher pay union dues or accumulate seniority. However, the

Teacher shall continue to be required to participate in the OSSTF Long-Term Disability Plan for the duration of the Acting appointment.

- (b) A Teacher appointed as an Acting Vice-Principal and/or Acting Principal shall be entitled to return to his/her former position in the Bargaining Unit, if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service with the Bargaining Unit provided that the Teacher's appointment as Acting Vice-Principal or Acting Principal does not exceed 388 working days or two (2) appointments as Acting Vice-Principal or Acting Principal.
 - (c) A Member returning to the Bargaining Unit from an Acting Vice-Principal or Principal position shall have reinstated all accumulated seniority in the Bargaining Unit prior to the date of commencement of the Acting Principal or Vice-Principal appointment.
3. In the case of an emergency, a Member may be appointed as Teacher in Charge for a period not to exceed one day. During such time the Member shall be under the supervision of a Supervisory Officer and remain in the Bargaining Unit. The Board shall report such appointments to the Bargaining Unit on a quarterly basis beginning October 31.

L10.11 ADJUSTMENTS DUE TO A CHANGE IN POSITION

- 1. In the case of an appointment to a position of added responsibility within the Bargaining Unit where a loss of salary may occur, the appointee shall be allowed to receive payment according to the Member's previous classification until the salary of the previous classification is exceeded by the salary of the classification of the new position.
- 2. A person in a position of added responsibility within the Bargaining Unit who is reassigned due to a lack of positions available will be placed in a position similar to the one held prior to having been appointed to that position of added responsibility.
- 3. Should a position of added responsibility in the curriculum area for which the Member is qualified become available, the Member, other than a Member placed into an acting position of added responsibility within the Bargaining Unit, shall have the first right of refusal.
- 4. The salary of the Member, other than a Member placed into an acting position of added responsibility within the Bargaining Unit, so placed will continue until such time as the Member has been offered and declined a similar position of added responsibility.

L10.12 Effective September 1, 2013, for the purposes of Employment Insurance, the number of insurable hours to be reported shall be 8 hours per day.

ARTICLE L11 - METHOD OF PAYMENT

- L11.01** (a) Annual salaries shall be paid in **twenty-six (26)** instalments, effective **August 30, 2019**. The payments shall be made on the following dates and shall be equal to **0.03846** of the annual contracted salary.

2019/2020 School Year

August 30, 2019	January 3, 2020	May 8, 2020
September 13, 2019	January 17, 2020	May 22, 2020
September 27, 2019	January 31, 2020	June 5, 2020
October 11, 2019	February 14, 2020	June 19, 2020
October 25, 2019	February 28, 2020	July 3, 2020
November 8, 2019	March 13, 2020	July 17, 2020
November 22, 2019	March 27, 2020	July 31, 2020
December 6, 2019	April 9, 2020	August 14, 2020
December 20, 2019	April 24, 2020	

Annual salaries shall be paid in twenty-six (26) instalments, effective **August 28, 2020**. The payments shall be made on the following dates and shall be equal to 0.03846 of the annual contracted salary.

2020/2021 School Year

August 28, 2020	December 31, 2020	May 7, 2021
September 11, 2020	January 15, 2021	May 21, 2021
September 25, 2020	January 29, 2021	June 4, 2021
October 9, 2020	February 12, 2021	June 18, 2021
October 23, 2020	February 26, 2021	July 2, 2021
November 6, 2020	March 12, 2021	July 16, 2021
November 20, 2020	March 26, 2021	July 30, 2021
December 4, 2020	April 9, 2021	August 13, 2021

Annual salaries shall be paid in twenty-six (26) instalments, effective **August 27, 2021**. The payments shall be made on the following dates and shall be equal to 0.03846 of the annual contracted salary.

2021/2022 School Year

August 27, 2021	December 31, 2021	May 6, 2022
September 10, 2021	January 14, 2022	May 20, 2022
September 24, 2021	January 28, 2022	June 3, 2022
October 8, 2021	February 11, 2022	June 17, 2022
October 22, 2021	February 25, 2022	June 30, 2022
November 5, 2021	March 11, 2022	July 15, 2022
November 19, 2021	March 25, 2022	July 29, 2022
December 3, 2021	April 8, 2022	August 12, 2022
December 17, 2021	April 22, 2022	

NOTE: The Board will post, on its electronic message system, a reminder regarding procedures to access payroll information on the day of the first pay in September and February. Deposit Advices for the previous 12 months will be available through the Board's electronic information system.

- (b) The Board will provide computer access in a private area at the Member's Worksite for the Member to access payroll and other confidential Human Resources data.

L11.02 Members who leave the Board's employ or commence an unpaid Leave of Absence during the school year will be paid any salary owing, less required deductions, up to the last day worked. Such payment shall be made within 30 calendar days of the commencement of the leave or termination of employment, or Board approval, whichever is later.

ARTICLE L12 - PROBATIONARY PERIOD

L12.01 A teacher shall serve a probationary period of no longer than one (1) year or ten (10) consecutive working months. Upon successful completion of the probationary period, the Board shall notify the teacher in writing.

ARTICLE L13 –RESIGNATION OF EMPLOYMENT

L13.01 While it is understood that a Member will normally provide at least two weeks-notice of the intention to terminate employment, nothing herein prevents a Member and the Board from mutually agreeing to the Member's resignation at any time.

ARTICLE L14 - BENEFIT PLANS

L14.01 OTHER BENEFITS

Retiree benefits were frozen as of August 31, 2012. A member who retires after August 31, 2012 is not eligible to receive the retiree benefits outlined below, except if the member was eligible to receive the retiree benefits as of that day.

1. **Retirees on a pension** are eligible to remain on a group billing for Extended Health and Dental coverage on payment of 100% of the premium cost. Effective September 1, 2001, pensioners will be pooled into a separate group for Extended Health and Dental Coverage.
2. On the death of a **retiree on a pension** who has retained Extended Health Benefit coverage and/or Dental coverage, the eligible spouse/dependent(s) is eligible to continue such coverage for a maximum period of two (2) years, on payment of 100% of the premium cost, by the deceased **retiree's** spouse/dependent(s).

L14.02 LONG-TERM DISABILITY

1. There shall be a Long-Term Disability Plan paid for by the Members and administered by

the Members with assistance from the Board. The Board shall perform the payroll deduction function.

2. Every new Member who is not a Continuing Education Teacher or Occasional Teacher, is required to participate in the plan.
3. Members who are absent from their duties and taking advantage of the provisions of the L.T.D. plan will be placed on L.T.D. status for up to a period of two (2) years when a further appraisal is required.
4. Details of the L.T.D. plan are available upon request from the Bargaining Unit.
5. For the purposes of early intervention, the Board will provide to the Bargaining Unit notification of Members who have had a continuous absence of six (6) or more days due to illness or injury.

L14.03 EMPLOYMENT INSURANCE REBATE

The Employment Insurance Commission, in recognizing the Waterloo Region District School Board sick leave plan, has agreed to make a rebate of premiums to the Board. Each Member of the Bargaining Unit is entitled to a portion of this rebate.

L14.04 GROUP RETIREMENT SAVINGS PLAN

Members who choose to contribute to the Educators' Financial Group (EFG) Group Retirement Savings Plan by means of payroll deduction should inform EFG by November 30 for deductions to take place starting January 1 of the following year or by March 15 for deductions to take place starting the first of May.

ARTICLE L15 - LEAVE PLANS

L15.01 EDUCATIONAL LEAVE/PROFESSIONAL DEVELOPMENT PROGRAM

1. The Bargaining Unit will administer a **Short-Term Educational** Leave Program such that individual Members will have the opportunity to attend and participate in professional development activities.
2. Short-Term **Educational** Leaves shall be granted for periods of time for the purpose of attending workshops, conferences, trade opportunities, visits to innovative teaching programs, or other project work relevant to education.
3. Short-Term **Educational** Leave Guidelines will be developed by the Bargaining Unit with input from the Bargaining Unit's Professional Development Committee, Teachers' Council and the Board.
4. At the discretion of the Director of Education or the Director's designate, a leave of absence for a short period of time to take part in a meeting or conference, may be granted, without loss of pay.

L15.02 EDUCATION LEAVE FUNDING

1. The Education Leave Program will be funded by the Board in the amount of:
 - a. \$160,000 for the **2019-2020** school year;
 - b. \$160,000 for the **2020-2021** school year;
 - c. \$160,000 for the **2021-2022** school year.
2. While a Member is on a Short-Term Educational Leave, all provisions of the Collective Agreement, as they applied to the Member at the beginning of the leave, shall remain in effect during the Short-Term Educational Leave and upon the Member's return from the leave.

L15.03 CHARGES TO THE EDUCATION LEAVE FUND

1. It is agreed that, for the purposes of the Short-Term Education Leave, the fund will pay the full cost of Occasional Teacher coverage when such coverage is provided. The costs incurred by the Member on leave will be reimbursed from the fund subject to the guidelines developed by the Bargaining Unit.
2. Any balance in the fund at the end of the school year shall be carried forward to the fund for the next school year.

L15.04 OTHER LEAVES

1. Bereavement

- (a) Leave without loss of pay for up to five (5) school days for a bereavement in the immediate family which shall include; father, mother, sister, brother, son, daughter, spouse or equivalent, stepfather, stepmother, stepson, stepdaughter, ward, fiancé(e).
- (b) Leave without loss of pay for up to three (3) school days for a bereavement in the immediate family which shall include; grandfather, grandmother, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepbrother, stepsister, guardian.
- (c) Additional leave without loss of salary for up to two (2) school days may be granted for travel time, only if such is required for (a) and (b) under Article L15.04.1.
- (d) Leave without loss of pay for bereavement of aunt, uncle, niece, nephew, or close personal friend subject to the conditions outlined in Miscellaneous Leaves, Article L15.04.03(a) below.

2. Family Health Care Leave

- (a) A Member shall be entitled to family health care leave with pay for up to four (4) school days per year as required by the Member to attend to the needs of family members.
- (b) A Member may be granted an extended family health care leave under the conditions outlined in Article L15.07.

3. Miscellaneous Leaves

A Member shall be entitled to leaves with pay and without deduction from sick leave for up to three (3) school days per year for the following purposes and subject to the restrictions indicated:

- (a) Bereavement leave for up to one (1) school day for aunt, uncle, niece, nephew or close friend as outlined in (1)(d) above to a maximum of two (2) school days per year.
- (b) Writing examinations, but not including preparation time, to a maximum of one (1) school day per year.
- (c) Attendance at graduation ceremonies when the Member, Member's spouse and/or children are recipients of a degree to a maximum of one (1) school day per year.
- (d) Attendance at civic meetings or conferences where the Member is an elected member of council(s) of a municipality up to two (2) school days per year.
- (e) Attendance at conferences directly related to their appointment where a Member is an appointed or elected member of a standing committee of a Municipal council, or a Library Board in the Region of Waterloo and has been duly authorized by the governing body as an official representative up to two (2) school days per year. The maximum of two (2) days applies to (d) and (e) collectively.
- (f) Leave to observe Religious Holy Days required by a Member in addition to paid leave days provided in Article L15.04.4(c) below.

4. Leave To Observe Religious Holy Days

- (a) Only Religious Holy Days which fall on a school day where the employee is forbidden to work by the Member's religion will be considered.
- (b) Members applying for such Religious Holy Days will give one month's notice to the Superintendent of Human Resources, or designate, through the Principal of pending Religious Holy Day(s).
- (c) Leave to observe Religious Holy Days will be limited to a maximum of three (3) days with pay and without deduction from accumulative sick leave account. Days in excess of three (3) will be without pay except as otherwise provided in Article L15.04(3)(f) above.

5. Other

- (a) Leave without loss of pay for a Member charged over a matter relating to teaching duties and subsequently found not guilty.
- (b) When a Member is unable to reach the Member's place of employment from the Member's residence because of weather conditions severe enough to make it impossible for the Member to be present, there will be no pay deduction. The above provisions shall also apply if the Member is on Board approved business.

- 6. The leaves provided for in Articles L15.04 and L15.05 will be granted to part-time teachers on a prorated basis.

L15.05 PERSONAL LEAVE

1. Each Member shall be entitled to up to one (1) school day per school year for the purpose of attending to a personal matter. Application for the leave will be made through the Member's immediate supervisor. No reason is required for the leave.
2. At the discretion of the Director of Education, or the Director's designate, a leave of absence for a short period of time with or without loss of pay to attend to an important personal matter, may be granted.

L15.06 LEAVE OF ABSENCE FROM A POSITION OF ADDED RESPONSIBILITY

1. A Member in a position of added responsibility seeking a leave of absence from the position shall apply to the Board, in writing, on or before March 1 for the leave to commence the following September.
2. The leave may be granted for one or two years and will not be extended beyond two (2) years.
3. The Member granted a leave will be placed into an assignment for which the Member is qualified and shall be paid a salary based on the terms of this Agreement.

L15.07 LEAVE OF ABSENCE FOR AN EXTENDED PERIOD

1. Members who have completed their probationary period may request either a full-time or a part-time leave of absence, without salary, for a period of a full semester or full year or another period of time mutually agreed to by the Member and the Board. If the leave is not granted, the Board will provide a written explanation to the Member.

The request for leave of absence should be received by the Superintendent of Human Resources, or designate, three (3) months (excluding July and August) prior to the date on which the leave is to commence.

A Member on leave may request an extension of their leave of absence, either full-time or part-time, for a period of one additional semester or an additional year or another period of time mutually agreed to by the Member and the Board after the completion of the original leave. If the additional year of leave is not granted, the Board will provide a written explanation to the Member.

2. Under exceptional circumstances, a Member may be granted, upon request, a full-time or a part-time leave of absence for a period of up to and including one year beyond two years. Such a leave will be granted at the discretion of the Board and when such a leave is granted, the Board will advise the Union.
3. If a leave of absence is spent in successful teaching then the Member may be entitled to an allowance for teaching experience as provided in the Board's salary schedule. If the allowance for teaching experience is denied, the Board will advise the Member in writing with an explanation.
4. It is the responsibility of the Member on leave to request an extension of the leave three

(3) months (excluding July and August) in advance if the Member wishes an extension of the leave.

5. Members who are granted a leave of absence for an extended period are guaranteed their position, including positions of responsibility, upon return to the staff of the Waterloo Region District School Board, subject to the enrolment transfer procedures and Article L10.11(2).
6. When a Member requests the opportunity to go to another jurisdiction on loan or exchange, the proposal will be dealt with on its merits. Details as to length of absence, position upon return, payment of salary, should be clearly and firmly established before such a leave is granted.

L15.08 PREGNANCY LEAVE BENEFITS

1. Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

L15.09 PREGNANCY AND PARENTAL LEAVE

1. Pregnancy and Parental Leave

“Pregnancy Leave” means leave taken for the purposes related to giving birth and/or recovering there from.

“Parental Leave” means leave taken for the purpose of caring for or adopting a child.

Pregnancy and Parental Leave shall be granted as provided by *The Ontario Employment Standards Act* and regulations established thereunder.

The Board shall grant to a pregnant Member who is employed by the Board, on the day the leave is requested, a pregnancy leave as provided by the *Employment Standards Act*.

A Parental Leave shall be granted by the Board on the day the leave is requested, as provided

by the *Employment Standards Act*.

A Member on Pregnancy and/or Parental Leave shall continue to receive employee benefits, seniority and experience while on the statutory portion of the leave.

The following procedures supplement the provisions of the *Employment Standards Act*.

In any school year, an Extended Parental Leave shall be granted to the birth mother or adoptive parent which would allow a re-entry date of:

September 1 (or the next school day after this date) in any of the next three (3) school years;

OR

the commencement of second (2nd) semester or term in any of the next two (2) school years;

OR

such other date as may be mutually agreed to by the Member and the Board.

All such Extended Parental Leaves replace (if for two years or more) or reduce any entitlement to a Leave of Absence for an Extended Period under Article 15.07.

2. a) Leave without loss of pay for up to a total of one (1) day is available to the Member, who is not the primary caregiver for Employment Insurance purposes, to permit the Member to be present at the birth of the Member's child.
- b) Leave without loss of pay for up to a total of one (1) day is available to the Member for attending to the adoption of a child.
3. Members are guaranteed their position, including positions of added responsibility, upon return from pregnancy and/or parental leave, subject to the enrolment transfer procedures and Article L10.11.
4. **Supplemental Employment Benefit Plan – Pregnancy Leave**

Where an employee who is eligible for the Pregnancy SEB plan identified under 15.08 1. (I) above, the Board will issue the following top up payments subject to receiving the appropriate supporting documentation.

- **Week 1: Top up to 100% of one week's regular gross pay for the one week waiting period, where a waiting period is not served, the member will receive the difference between the gross amount the member receives from EI and 100% of one week's regular gross pay.**
- **Weeks 2 – 7: the member will receive the difference between the gross amount the member receives from EI and their regular gross pay.**
- **When the employee returns to work or at the conclusion of the statutory leave: During a week in which EI benefits are not paid, the employee shall be**

paid, 100% of their regular gross pay for one week.

The total amount paid by the Board shall not exceed what the member would have earned at two (2) weeks of 100% pay and six (6) weeks of top-up from their EI rate to 100% of their regular gross pay.

5. Supplemental Employment Benefit Plan – Parental or Adoption Leave

During a parental or adoption leave, the Board will issue the following top up payments subject to receiving the appropriate supporting documentation

- **Week 1: Top up to 75% of one week's regular gross pay for the one week waiting period, where a waiting period is not served, the member will receive the difference between the gross amount the member receives from EI and 75% of one week's regular gross pay.**
- **When the employee returns to work or at the conclusion of the statutory leave: During a week in which EI benefits are not paid, the employee shall be paid, 75% of their regular gross pay for one week.**

The total amount paid by the Board shall not exceed what the member would have earned at two (2) weeks of 75% of their regular gross pay.

L15.10 DEFERRED SALARY LEAVE PLAN

1. Description

The Deferred Salary Leave Plan has been developed to afford Members the opportunity of taking a leave of absence for one (1) school year/semester and to finance the leave through deferral of salary. Normally, the deferral of salary is effected over a five (5) year period by the Member accepting a percentage reduction of the proper grid salary and any applicable allowances in each of four (4) years.

The remaining percentage of salary and allowances is retained by the Board and accumulated at interest. Payment is deferred until the 5th year, which is the year of leave. A Member may select a 2 year, 3 year, 4 year, 6 year or 7 year leave plan, instead of 5 year plan, with the percentage adjustments calculated accordingly.

Terms and conditions governing the Deferred Salary Leave Plan must be in accordance with Canada Revenue Agency Regulations and, as such, may change from time to time.

2. Eligibility

Any Member who has completed at least five (5) years continuous service prior to making application is eligible to participate in the Plan.

3. Application and Approval

- (a) Effective September 1, 2019, a Member must make written application to the **Senior Manager**, Human Resource Services, or designate, on or before April 1st, in any calendar year, requesting permission to participate in the Plan, and indicating choice of a 2, 3, 4, 5, 6, or 7 year plan commencing September 1 of a school year, and the year/semester of leave desired.
- (b) Written acceptance, or denial with explanation, of the Member's request, will be forwarded to the Member by May 1st in the school year the original request is made.
- (c) Approval of individual requests to participate in the Plan shall rest solely with the Board.

4. Salary Deferral

- (a) In each year of membership in the Plan preceding the year/semester of leave, a Member will be paid a reduced percentage of both the regular grid salary and any applicable allowances.

No more than 33 1/3% of the Member's salary may be deferred in any one calendar year.

The remaining percentage will be retained by the Board and deposited at interest in an individual trust account for the Member and all remaining monies will be paid to the Member in the year/semester of leave.

- (b) The calculation of interest under the terms of this plan shall be done in accordance with the practice of the financial institution **as determined by the Board. The Board will deposit the amount deducted in (a) above in a trust account.** The trust account so established shall be at the optimum rate obtainable. The Member shall have access to the monies in the accrued interest account less any appropriate deductions for income tax purposes.
- (c) While a Member is enrolled in the Plan and not on leave, any benefit tied to salary level shall be structured according to the salary the Member would have received had the Member not been enrolled in the plan.

5. Leave

- (a) Leaves granted under this Plan shall be for:
 - 1) a regular school year;
 - 2) one (1) semester.
- (b) The leave of absence will be taken in the final year/semester of the Plan.
- (c) Effective September 1, 2019, should a Member wish to take the leave in any year prior to the final year of the Plan selected, the Member must make application to the **Senior Manager**, Human Resource Services, or designate, for such change before January 31 of the year of the proposed leave. Upon approval by the Board of this request, the Member shall be paid during the leave any deferred salary plus accumulated interest from the trust account in the Member's name.

6. Salary and Benefits - Year of Leave

- (a) The year/semester of the leave must commence no later than six (6) years after the deferral commences. In the year/semester of the leave the Board shall pay to the Member the total of the deferred salary plus any remaining untaxed accrued interest. In accordance with Canada Revenue Agency Regulations, currently, the following methods of payment are available to the Member:
 - (1) Full-year Leave: Twenty-six (26) equal payments or two (2) lump sum payments at the first pay date in September and January;
 - (2) Semester 1 Leave: Thirteen (13) equal payments or two (2) lump sum payments at the first pay date in September and January;
 - (3) Semester 2 Leave: Thirteen (13) equal payments or one (1) lump sum payment at the first pay in February.
- (b) The Board shall deduct the amounts required for Income Tax, Canada Pension, Teachers' Pension Plan, and any statutory benefits. The amount deducted for the Member's pension will be controlled by rulings as received from the Teachers' Pension Plan Board and Canada Revenue Agency.
- (c) While on leave, any benefits tied to salary level shall be structured according to the salary the Member would have received in the year prior to the year/semester of leave had the Member not been enrolled in the Plan.
- (d) The Member shall not be employed in any capacity by the Waterloo Region District School Board during the year/semester of leave.

7. Return from Leave

On return from leave, the Member is guaranteed the position held prior to the commencement of the leave subject to the provisions of Article 20. The Member must return to their teaching position with the Board for a period of time not less than the duration of the deferred salary leave. On return to duty, the Member will be placed on the salary grid at the same position as the Member would have been at the commencement of the leave.

8. Withdrawal from the Plan

- (a) A Member may withdraw from the Plan at any time prior to taking the leave of absence by notifying the Superintendent of Human Resource Services, or designate in writing before April 1st prior to commencement of leave.

Effective September 1, 2015, a Member may withdraw from the Plan at any time prior to taking the leave of absence by notifying the Superintendent of Human Resource Services, or designate, in writing before April 1st prior to commencement of leave.
- (b) Upon withdrawal, all the salary deferred plus any remaining untaxed accrued interest in the trust account, less \$200 and appropriate payroll taxes of said account, shall be paid to the Member. Payment shall be made as soon as possible after receiving notification of withdrawal. At the discretion of the Superintendent of Human Resource Services, or designate, the \$200 service levy may be waived for compassionate reasons.

Effective September 1, 2015, upon withdrawal, all the salary deferred plus any remaining untaxed accrued interest in the trust account, less \$200 and appropriate payroll taxes of said account, shall be paid to the Member. Payment shall be made as soon as possible after receiving notification of withdrawal. At the discretion of the Superintendent of Human Resource Services, or designate, the \$200 service levy may be waived for compassionate reasons.

- (c) Should a Member die while participating in the Plan, any monies accumulated in the trust fund plus any remaining untaxed accrued interest will be paid to the estate of the deceased Member.

9. Memorandum of Agreement

A Member wishing to participate in the Plan shall be required to sign an agreement prepared by the Board before final approval for participation will be granted.

L15.11 MILITARY RESERVE LEAVE

1. A leave without pay, for up to two (2) years, shall be granted to any Member whose unit is called to duty.
2. On return from leave, the Member is guaranteed the position held prior to the commencement of the leave subject to the provisions of Article L15.07(7) Upon return, the Member will be placed on the salary grid at the same position as the Member would have been at the commencement of the leave.

L15.12 FEDERATION LEAVE

1. The Board agrees to provide up to 3.0 FTE Federation Leaves per year to the Bargaining Unit for Federation business. This release time shall be provided to up to 3 Federation Officers identified by the Bargaining Unit no later than May 15 for the following school year. The Federation Officers shall be entitled to all rights and privileges of the Collective Agreement, including but not limited to full salary including major headship allowance, benefits, experience and to entitlements described in C9.00, and the time spent on Federation Leave shall be deemed to be time worked. The Federation shall reimburse the Board for the replacement teacher(s) at the rate of one salary at Category 3, Step 0 for each 1.0 FTE leave.
2. Additional days of Federation Leave, granted at the request of the Bargaining Unit, shall be reimbursed at replacement cost by the Federation. Days spent on Federation Leave shall be deemed to be time worked and the Member shall receive full salary and benefits for the day's leave.
3. A Member elected to a position with OSSTF shall be granted a leave of absence for the duration of the term of office. Upon completion of their term, the Member shall return to the position held previously, at the same location if the position exists, or to a comparable position if the previous position does not exist, subject to the enrolment transfer procedures and Article L10.11. The position may be at a different location with the consent of the Member.

In the event that the Member was in a position of added responsibility at the time of their election, then the preceding paragraph applies during the first two (2) years of the leave. After two (2) years, at the conclusion of the leave of absence, the Member will be assigned to a comparable vacant position of added responsibility (or the position held by the Member with the least years of service in the position of added responsibility in the event there is no vacancy).

During the leave, the Member will continue to accumulate seniority.

L15.13 JURY OR WITNESS LEAVE

1. Members shall be entitled to leave with pay and without loss of seniority or experience for absence from duty by reason of a summons to serve as a juror, or a summons as a witness in any proceeding to which the Member is not a party or one of the persons charged, provided that the Member pays the Board any fee, exclusive of travelling allowances and living expenses, that the Member received as a juror or as a witness.
2. Where a Member who continues to be in the employ of the District Board is charged with an offence directly related to the Member's employment, the Member shall not suffer a loss of pay for the time spent in criminal court under a summons.

L15.14 QUARANTINE

Leave with pay and without loss of benefits, experience or seniority shall be granted to a Member despite absence from duty in any case where, because of exposure to a communicable disease, the teacher is quarantined or otherwise prevented by the order of the Public Health Authority from attending upon the Member's duties.

ARTICLE L16 – TEACHER PERFORMANCE APPRAISAL

L16.01 The Board shall consult with the Union regarding any new policies or operating procedures relating to Teacher Performance Appraisal.

L16.02 Notwithstanding the time limits contained in Article L18 – Grievance and Arbitration, any grievance properly submitted regarding performance appraisal reports may be submitted up to the last day of the school year in which the performance appraisal occurs or up to 97 school days from the time a Teacher receives a Summative Evaluation Report from the Board, whichever occurs later.

L16.03 Teacher Performance Appraisals shall be in accordance with the Education Act and Regulations thereunder.

L16.04 At the request of the Teacher, a Bargaining Unit representative may be present for any pre classroom observation or post classroom observation meetings.

L16.05 When a Teacher is to receive a Performance Appraisal Report that is rated 'unsatisfactory', the Board shall inform the Bargaining Unit President or designate no less

than two (2) days prior to the Performance Appraisal being shared with the Teacher, so that the Bargaining Unit may offer assistance to the Teacher. Such assistance may include being present when the Teacher receives the Summative Report.

L16.06 Teachers in charge of an organizational unit shall not be responsible for conducting performance appraisals.

L16.07 A Teacher shall be provided a minimum of forty-eight (48) hours' notice before a classroom observation. In the event of a cancellation of the observation, the observation may occur as soon as the next instructional day.

ARTICLE L17 - SICK LEAVE CREDIT BASED RETIREMENT GRATUITY

Retirement Gratuity

Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave retirement gratuity **or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions)** after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those Teachers eligible for the gratuity above.

L17.01 A sick leave credit retirement gratuity shall be paid to or on behalf of a Member:

- (a) (1) Who has ten or more consecutive years of service immediately preceding retirement with the Waterloo Region District School Board or its predecessors and is eligible to be receiving pension payments from a Teachers' Pension Plan at the time of retirement.
- (2) Who has ten or more consecutive years of service immediately preceding retirement, has attained the age of 49, and commutes their pension. A severance allowance equivalent to the amount of sick leave retirement gratuity that would be paid to a teaching retiring to a pension shall be paid.

- (b) From September 1, 1977, full accumulation of unused sick leave days will be permitted, with a maximum accumulation as of June 30, 1977, of 220 days.

In cases of Member illness or disability, this reserve of sick leave days shall be reduced by the number of days of the Member's absence above the statutory allowance for the current year.

Days of absence while a Member is on the L.T.D. plan, will not be charged against the accumulated Retirement Sick Leave days.

- (c) All accumulated days for gratuity purposes must be with the Waterloo Region District School Board or its predecessors.
- (d) The daily rate shall be 1/200 of year 0 category 1 for the gratuity calculation.

- (e) The calculation shall be $\text{*RSLD}/2 \times (1/200 \text{ of year 0 category 1})$ to a maximum of one-half of category 4 maximum or one-half Member's salary in the last year of teaching, immediately preceding retirement, whichever is less.

*RSLD = Retirement Sick Leave Days

- (f) If the date of eligibility for retirement occurs during the school year, a Member may request a leave of absence at the beginning of the school year to cover the period involved in order to retain eligibility for the retirement gratuity.
- (g) In the case of a Member on L.T.D. insurance immediately prior to retirement, the Retirement Gratuity calculation will be based on the salary schedule which existed immediately prior to the Member's eligibility for L.T.D. benefits.
- (h) Any Member with twenty (20) years of service the Waterloo Region District School Board or its predecessors will, under no circumstances, receive less than ten (10) per cent of the Member's annual salary. Refer to section (g) above if on L.T.D.

L17.02 Payment of sick leave credit retirement gratuity may be made by a method mutually agreeable to both the Board and to the Member and consistent with legislative requirements.

L17.03 In the event of the death of a Member, the amount of sick leave credit retirement gratuity that would have been paid to the Member if the Member had retired on the date of said Member's death, shall be paid to the Member's estate.

L17.04 The Retirement Gratuity will be paid one time only.

NOTE: This sick leave credit retirement gratuity plan is agreed upon saving any rights which the Member or the Board may have acquired prior to this date under or by virtue of subsection 8, Section 84 of Bill 44 - An Act To Amend The Secondary Schools and Boards of Education Act.

ARTICLE L18 - GRIEVANCE AND ARBITRATION

L18.01 DEFINITIONS

- a) A "grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement including any question as to whether a matter is arbitrable.
- b) A "party" shall be defined as:
 - 1) the Union
 - 2) the Board
- c) "Days" shall mean **instructional** days unless otherwise indicated.

L18.02 A Member shall have the right to have present a representative from OSSTF and/or the Bargaining Unit to assist the Member at any stage of this grievance and arbitration procedure.

L18.03 INFORMAL STAGE

The Bargaining Unit, may initiate a complaint **in writing on behalf of member(s)** within twenty-five (25) days from the day the cause of the grievance became known, or reasonably ought to have been known, with the Principal, immediate supervisor **or Human Resource Services as applicable**, who shall answer the complaint in writing within ten (10) days after the receipt of the complaint.

L18.04 FORMAL STAGE -

GREIVANCE PROCEDURE - INDIVIDUAL

In the case of a grievance by the Bargaining Unit on behalf of one of its Members, the following steps are to be taken in sequence provided that the informal stage to resolve the matter with the Principal or the immediate supervisor has failed.

Step 1

Within ten (10) days following the reply of the Principal, immediate supervisor **or Human Resource Services as applicable** under the informal stage, the Bargaining Unit may initiate a written grievance to the **Senior Manager, Human Resource Services** with the responsibility of OSSTF (Teacher Bargaining Unit) or designate.

The written grievance shall contain:

- 1) a statement of the facts to support such a grievance, together with a description of how the alleged dispute is in violation of the Collective Agreement, and
- 2) the clauses in the Collective Agreement alleged to be violated; and
- 3) the relief sought (remedy); and
- 4) the signature of the Grievance Officer or designate of the Bargaining Unit.

With the mutual consent of the Bargaining Unit and the **Senior Manager, Human Resource Services** with the responsibility of OSSTF (Teacher Bargaining Unit), or designate, the **Senior Manager, Human Resource Services** with the responsibility of OSSTF (Teacher Bargaining Unit), or designate, shall meet with the Bargaining Unit representative within ten (10) days from the receipt of the grievance. The **Senior Manager, Human Resource Services** with the responsibility of OSSTF (Teacher Bargaining Unit), or designate, shall answer the grievance in writing within ten (10) days after the receipt of the grievance, or, within ten (10) days following the meeting if such a meeting occurred.

Step 2

If the reply of the **Senior Manager, Human Resource Services** with the responsibility of OSSTF (Teacher Bargaining Unit), or designate, is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written appeal of the decision within ten (10) days to the **Coordinating Superintendent, Human Resource Services or designate**.

The **Coordinating** Superintendent, Human Resource Services or designate, shall meet with the Bargaining Unit representative within ten (10) days from the receipt of the grievance.

The **Coordinating** Superintendent, Human Resource Services, or designate, shall answer the grievance in writing within ten (10) days of such meeting.

If the reply of the **Coordinating** Superintendent, Human Resource Services, or designate, is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration but such application must be made within twenty (20) days of the receipt of the reply.

L18.05- GRIEVANCES PROCEDURE - PARTY

In the case of all other grievances by a party to the Collective Agreement (including those on behalf of a group of Members, or an individual Member who by circumstances is unable to initiate an individual complaint), the party making the grievance shall take the following steps in sequence to resolve the matter.

Step 1

The party making the grievance shall make a written grievance to the **Senior Manager, Human Resource Services** with the responsibility of OSSTF (Teacher Bargaining Unit), or designate, or Grievance Officer of the Bargaining Unit, as the case may be within twenty-five (25) days from the day the cause of the grievance became known or reasonably ought to have been known, who shall answer the grievance in writing within ten (10) days following receipt of the written grievance.

The written grievance shall contain:

- 1) a statement of the facts to support such grievance, together with a description of how the alleged dispute is in violation of the Collective Agreement, and
- 2) the clauses in the Collective Agreement alleged to be violated, and
- 3) the relief sought (remedy), and
- 4) the signature of the duly authorized official of the party making the grievance.

Step 2

If the reply of the **Coordinating Superintendent, Human Resource Services** with the responsibility of OSSTF (Teacher Bargaining Unit), or designate, is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written appeal of the decision within ten (10) days to the **Coordinating** Superintendent, Human Resource Services.

With the mutual consent of the Bargaining Unit and the **Coordinating** Superintendent, Human Resource Services, the **Coordinating** Superintendent, Human Resource Services **or designate** shall meet with the Bargaining Unit representatives within ten (10) days from receipt of the grievance. The **Coordinating** Superintendent of Human Resource Services **or designate** shall answer the grievance in writing within ten (10) days after the receipt of the grievance or within ten (10) days following the meeting if such a meeting occurred.

If the reply of the **Coordinating** Superintendent of Human Resource Services is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration but such application must be made within twenty (20) days of the receipt of the reply.

If the reply of the Grievance Officer is unacceptable to the Board, the Board may then apply for arbitration but such application must be made within twenty (20) days of the receipt of the reply.

L18.06 GRIEVANCE MEDIATION

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

The parties agree that the cost of the mediator shall be split equally between the parties.

The timelines outlined in the grievance procedure shall be frozen at the time the parties agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

L18.07 ARBITRATION

The party desiring arbitration shall notify the other party, in writing, of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the parties fail to agree upon an Arbitrator within **twenty (20)** days of the receipt of the written notification of the desire to move to arbitration, the Minister of Labour, upon the request of either party, shall make the appointment.

A grievance may be submitted to expedited arbitration under Section 49 of the Ontario Labour Relations Act.

L18.08 An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the Ontario Labour Relations Act.

L18.09 COST OF ARBITRATION

Both parties agree to pay one-half of the fees and expenses of the single arbitrator. In the case of an Arbitration Board, the parties agree to pay the fees and expenses of their respective appointees and one-half of the fees and expenses of the Chair of the Arbitration Board.

L18.10 Timelines may be extended **at any step in the grievance process** if mutually agreed in writing.

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L18.11 No Member who is summoned to be in attendance at any stage of the grievance/ arbitration procedures shall be detrimentally affected with respect to any provision within this Collective Agreement.

L18.12 One or more steps in the grievance procedure may be omitted upon the written consent of the parties.

L18.13 Receipt of notification shall be deemed to be the date of delivery of a couriered letter or the date of personal delivery to the party concerned or if neither of the previously mentioned methods of delivery is used, the date of receipt will be deemed to be when the receiving party identifies the reply was received.

ARTICLE L19 - STAFFING AND WORKLOAD PROVISIONS

L19.01 BARGAINING UNIT/ADMINISTRATION COMMITTEE

- (a) The Board shall establish a Bargaining Unit/Administration Committee by September 30, and maintain such a committee from year to year to manage the staffing requirements of the secondary system and to allocate the system's "minimum eligible course obligations" for classroom teachers and the FTE Guidance and Library teachers to each secondary school.
- (b) The Bargaining Unit/Administration Committee shall be comprised of equal representation from the Board and the Bargaining Unit:
 - the President or designate of the Bargaining Unit
 - the Chief Negotiator or designate of the Bargaining Unit
 - **The T/OT Vice President or designate**
 - **The CBC Chair or designate**
 - **An OT Representative to CBC**
 - Two (2) additional Bargaining Unit representatives appointed by the Bargaining Unit
 - The Manager of Human Resource **Services** – Secondary or designate
 - **Senior Manager, Human Resource Services or designate**
 - Two (2) Principal representatives appointed by the Board
 - **One (1) Vice-Principal representative appointed by the Board**
 - the Board's **Coordinating** Superintendent of Human Resource Services or designate
 - **One (1)** additional Board representatives as assigned by the **Coordinating** Superintendent of Human Resource **Services**.
- (c) The Committee shall:
 - (1) review by April 30th the total complement of secondary system teaching personnel needed for the following year in accordance with Article L19.03;
 - (2) have the right to review the application of surplus and redundancy procedures and ensure that procedures are properly followed;

- (3) meet with any or all of the In-School Staffing Committees, if required, to review each school's share of the system's secondary staff;
 - (4) review the distribution of the minimum eligible course obligations to classroom teachers within schools at least twice during the school year;
 - (5) review changes in existing practices with respect to terms of working conditions and employment;
 - (6) examine the effects on the terms and conditions of employment brought about by changes in legislation and/or regulations; and
 - (7) monitor the workload of Members throughout the system, including the number and pattern of supervision assigned in each school.
- (d) The Committee shall have direct access to the Committee of the Whole of the Board pertaining to all matters described above.

L19.02 IN-SCHOOL STAFFING COMMITTEE

- (a) An In-School Staffing Committee shall be established and maintained from year to year in each secondary school.
- (b) An In-School Staffing Committee shall be comprised of the following:
 - the OSSTF Branch President or designate from the Branch Executive;
 - the Branch Collective Bargaining Representative or designate from the Branch Executive;
 - the Principal; and
 - a Vice-Principal.
- (c) The Committee will act as an advisory body to review the staffing of the school which shall include, but is not limited to, class sizes, supervision schedules, new staffing initiatives, school enrolment projections, impact to staffing and surplus and redundancy declarations.
- (d) As a minimum, the Committee shall meet:
 - (1) prior to the spring secondary school staff placement meeting;
 - (2) prior to the end of September;
 - (3) no later than two weeks after the commencement of second semester;
 - (4) no later than two weeks subsequent to October 31 and March 31.

L19.03 STAFF GENERATION AND ALLOCATION

1. **For the purposes of staffing grades 9 to 12 (excluding E-learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations of 23 in the absence of**

regulations, with a maximum teacher workload in accordance with Article L19.04. The number of FTE classroom teachers assigned to credit courses shall be based on the projected student ADE and adjusted when the actual ADE becomes known. The Bargaining Unit Administration Committee (BUAC) will review compliance with this article no later than September 1 each year.

The Board shall ensure that the complement of secondary school teachers is determined based upon the following:

The total classroom credit teaching staff FTE will be generated through the application of the following factors: Total projected funded credits, ADE (excluding Priority One), divided by the average class size to a maximum of **23**, divided by the teacher workload as defined in Article L19.04.

The Board shall ensure that the secondary system's instructional time for the school year is allocated to schools based on the application of the following criteria:

- 1) Weighted student selections shall take into account the percentage make-up of a school's courses.
- 2) Classroom divisors will be based upon the course selections for each school and the application of the following factors:

If Academic	= 1.000, then
Applied	= 0.8760
Limited Facility	= 0.7300
Essential/Practical/Workplace	= 0.5330

- 3) Additional teaching staff will be added to decrease the **ELL (ESL and ELD)** classes to an average class size of 14.
 - 4) Special Education Resource Withdrawal staff shall be the total instructional staff generated in the classroom component, divided by 25.19. Special Education Resource Withdrawal staff delivering credit courses may be counted in the classroom teacher total in Article L19.03(1) to the extent that the average class size does not exceed **23**. A teacher shall be assigned to each Special Education congregated class.
 - 5) The number of FTE guidance teachers shall be equal to 2.7 times the Board's ADE divided by 1000.
 - 6) The number of teacher librarians shall be 16 FTE.
2. In order to address student success initiatives and increase student retention, the following increase in the allocation of teachers shall apply:
 - (a) Effective September 1, 2005:

1) Student Success Teachers:

Sixteen (16) total FTE to be allocated one (1) FTE per school; each one (1) FTE to be allocated to a maximum of two (2) teachers per school whose sections shall include direct instruction and intervention for at-risk students, in a classroom setting, consistent with the Waterloo Region District School Board Student Success Framework September 1, 2008, as amended from time to time.

2) Support for Essential/Workplace and Applied courses:

- 6 additional sections – KCI (1.0 FTE)
- 6 additional sections – GPSS (1.0 FTE)
- 6 additional sections – SJAMSS (1.0 FTE)
- 6 additional sections – GRCI (1.0 FTE)
- 6 additional sections – JHSS (1.0 FTE)

Thirty (30) additional (5.0 FTE) teaching sections shall be distributed amongst the remaining schools proportionately based upon student Essential/Workplace and Applied credit enrolment.

3) Additional Library Support:

16 additional periods of Teacher-Librarian time (2.67 FTE) distributed equally amongst all schools.

(b) Effective September 1, 2006, in order to support student success initiatives and increase student retention, the following increase in the allocation of teachers shall apply, beyond the increase on September 1, 2005:

- 1) Forty-five (45) additional teaching sections (7.5 FTE) (based on a projected student ADE of 19,841 and adjusted when the Actual ADE becomes known) , beyond the increase on September 1, 2005, shall be distributed amongst the schools proportionately based upon student Essential/Workplace and Applied credit enrolment.

(c) Effective September 1, 2007, in order to support student success initiatives and increase student retention, the following increase in the allocation of teachers shall apply, beyond the increase on September 1, 2005 and September 1, 2006:

- 1) Fifty-four (54) additional teaching sections (9.0 FTE) (based on a projected student ADE of 19,841 and adjusted when the Actual ADE becomes known) beyond the increases on September 1, 2005 and September 1, 2006, shall be distributed amongst the schools proportionately based upon student Essential/Workplace and Applied credit enrolment.

(d) Effective February 1, 2009, in accordance with the Provincial Discussion Table (PDT) Agreement, the following increases in the allocation of teachers shall apply, beyond

the increases on September 1, 2005, September 1, 2006 and September 1, 2007:

February 1, 2009 – 3.8 FTE
September 1, 2009 – 3.7 FTE
September 1, 2010 – 6.3 FTE
September 1, 2011 – 6.2 FTE

Based upon student credit enrolment, these teachers shall be allocated to sections such as, but not limited to, GLS, OLC, ESL Literacy, Essential Level English and Math in non-Fast Forward schools and additional credit recovery.

- (e) A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class size regulation.

3. Department Organization

- (a) The following shall be considered as Category A departments with Department Heads:

Business Studies
Counselling/Guidance
English (including Drama)
English as a Second Language
History
Mathematics
Physical Education (including Dance)
Science
Special Education
Technological Studies (including Food Services)

The following shall be considered as Category B departments with Department Heads:

Visual Arts
Family Studies
Fast Forward
Geography
Languages
Library
Music

1. The following Departments shall have an Assistant Head:
English
2. In order to qualify for appointment as an Acting Head of Department or an Acting

Assistant Head, an individual shall have completed at least one year of satisfactory teaching in the Waterloo Region District School Board.

L19.04 ASSIGNED TIME AND PREPARATION TIME

- (a) All full-time teachers will be assigned the equivalent of six (6) timetabled classes.
- (b) No teacher shall be assigned more than the equivalent of three (3) timetabled classes per semester.
- (c) For the **2019 – 2022** school years, a teacher shall not be assigned additional duties beyond the following:
 - 1. A maximum of 1900 minutes of supervision and on call duties assigned in half periods.
 - 2. A maximum of 24 half period on calls.

A teacher shall not be assigned more than one duty per day or two duties per week.

Duties may be blocked in units in consultation with the In-School Staffing Committee and with the mutual consent of the teacher.

- (d) Supervision assignments shall be determined in consultation with the In-School Staffing Committee. Supervision shall be assigned to teachers in an equitable manner in consultation with the In-School Staffing Committee.
- (e) Teachers shall not be assigned duties in addition to those described in (a) to (c) above. Time not assigned in accordance with this article shall be available to the teacher for preparation and marking.

L19.05 Each teacher shall be entitled to a lunch break of a minimum of forty (40) consecutive minutes between classes. Lunch break shall be in periods 2, 3, or 4 in a school with 75 minute periods or in periods 3, 4, or 5 in a school with less than 75 minute periods, unless agreed upon through mutual consent by the teacher, principal and Bargaining Unit.

L19.06 A teacher's maximum number of pupil teacher contacts per year shall be based upon the number and level of classes taught times the recommended maximum class size indicated below:

Classroom Academic, University, University/College Level	32
Classroom, College, Open Level	26
Classroom Applied	24
Modified/Essential/Workplace Level	16
Limited Facility - Family Studies/Technological Studies	20
English as a Second Language Classes	17

For the purposes of calculating pupil-teacher contacts, each student who is earning an

Essential level credit in any of English, Math, or Science during the current school year, and who is placed in Applied, College, or Open Level Classes will count as ‘two’ students in the calculation of the size of each of these classes. No more than five Essential level students may be double-counted per class per teacher.

For the purposes of calculating pupil-teacher contacts, the ESL recommended maximum class size of 17 will be used for all “Z” courses (e.g. ELL Content Course / Core Course / Elective Course), unless otherwise regulated.

A teacher in a semestered school shall be assigned no more than 100% of the number of students by year as outlined above. The calculation will be completed by October 15th for first semester assignments, and no later than March 15th for second semester assignments. A one-half credit course shall count as a 1.0 class for the purpose of the calculation only.

This clause shall not result in additional staff beyond that provided for in Article L19.03, and shall not adversely affect the program requirements of a school

Example – Semestered school:

A teacher with 1 Academic level and 2 Applied level classes in the first semester, the maximum pupil teacher contacts in that semester would be:

$$1 \times 32 + 2 \times 24 = 80 \text{ students}$$

A teacher with 1 Academic level and 1 Applied level class and 1 Modified/Essential class in the second semester, the maximum pupil teacher contacts in that semester would be:

$$1 \times 32 + 1 \times 24 + 1 \times 16 = 72 \text{ students}$$

The maximum number of pupil teacher contacts by year for the semestered teacher would be:

$$80 + 72 = 152 \text{ students}$$

L19.07 Extra-curricular activities are voluntary and the Board agrees to continue to regard such activities as voluntary. The Board and the Union recognize the value of extra-curricular activities. Extra-curricular activities shall not be assigned to any Bargaining Unit Member.

L19.08 E-LEARNING – ELECTRONICALLY DELIVERED CURRICULUM

1. Credit courses offered by way of electronically delivered curriculum shall be conducted according to the requirements of the Education Act and Regulations that apply to regular day school credit courses.
2. All electronically delivered credits offered by the Waterloo Region District School Board will be taught by teachers covered in Article L19.
3. All electronically delivered courses shall be part of a teacher’s workload as defined in Articles L19.04, L19.05 and L19.07.

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- 4. No E-Learning credit courses shall exceed 35 students.**
5. All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks to the home school of the student for students taking e-Learning credit courses will be the responsibility of the teacher assigned to the E-Learning course.
6. A teacher teaching an e-Learning course(s) will be assigned a work station/ work area in the teacher's secondary school with the necessary resources for teaching an on-line course.
7. The teacher will not use their personal email in any aspect of the delivery of the E-Learning program.
8. A teacher teaching E-Learning courses will report to school board personnel only and will be evaluated only by the principal or vice-principal and/or supervisory officers employed by the Board.

L19.09 SCHOOL YEAR AND TIME IN LIEU

- (a) The length of the school year shall be the minimum required under the Education Act.
- (b) Members shall not be required to perform their assigned duties at any time which falls outside the designated school year. Members who agree, by mutual consent, to work outside the designated school year shall receive compensating days equal to the number of days worked, to be scheduled by mutual consent during the course of the school year. No Secondary School Teacher Bargaining Unit member shall have an increased workload as a result of another Bargaining Unit member taking time in lieu.

L19.10 The Board shall not require any teacher to administer medication or perform any medical or physical procedure on any pupil that subjects the Teacher to injury or liability. The Board shall not direct any Teacher to examine nor diagnose pupils for communicable conditions or diseases.

ARTICLE L20 – STAFFING PROCESSES

L20.01 TENURE

A Teacher Bargaining Unit Member shall have tenure once the Member begins their third year of service (after their most recent date of hire into a position in the Bargaining Unit) with the Board. Tenured Members shall be included in the secondary teaching staff for the following school year subject to Article L7.01.

L20.02 TEACHER PROFILE SHEET

1. For the purpose of this Agreement, “qualifications” shall refer to qualifications as per the College of Teachers Certificate of Qualification.
2. All Tenured **and Non-Probationary** Teachers will update their Teacher Profile Sheet or indicate there is no change from the previous year’s Teacher Profile Sheet by April 1. Any Teacher requesting a voluntary transfer shall ensure that their Teacher Profile Sheet correctly identifies the school(s) to which a transfer has been requested and the preferred subject area(s) for which the Teacher is qualified.
3. All Untenured Teachers shall complete a Teacher Profile Sheet, stating school preferences and the preferred subject area(s) for which the Teacher is qualified and submit it to the Principal by April 1.

L20.03 PERFORMANCE REVIEW

Any teacher who is under performance review or is subject to ongoing disciplinary action will be placed at their current school subject to Articles L20.04(1), L20.04(2), L20.04(3) **and L20.04(4)**.

L20.04 STAFFING PROCEDURE FOR POSITIONS EFFECTIVE SEPTEMBER 1

1. TENURED TEACHERS (formerly 2.(b))

If tenured teachers cannot be placed into their current school, then the tenured teachers in order of seniority will be placed, subject to qualifications and curricula program needs, into a vacant position (including those vacancies identified as a result of Article L20.04.3) at a school identified on their Teacher Profile Sheet. If such a tenured Teacher cannot be placed into a vacant position at a school identified on their Teacher Profile Sheet, then that Teacher will be placed subject to qualifications and curricula program needs, into a position at a school identified on their Teacher Profile Sheet held by a non-tenured Teacher previously placed under Article L20.04(2)(a).

For purposes of this Article, a tenured Teacher would be required to identify at least three (3) schools on their Teacher Profile Sheet.

2. NON-PROBATIONARY TEACHERS

A Non Probationary Teacher is a teacher who has completed their Probationary Period as provided in Article L20.04(3).

- (a) All Non-Probationary Teachers will be placed into their current school, subject to qualifications and the availability of a position. A Non-Probationary Teacher returning from a leave is the responsibility of the originating school.
- (b) If non-tenured Non-Probationary Teachers cannot be placed into their current school or non-tenured Non-Probationary Teachers are displaced in the process outlined in Article L20.04 1., then the non-tenured Non-Probationary Teachers, in order of seniority, will be placed, subject to qualifications and curricula program needs, into a vacant position (including those vacancies identified as a result of Article L20.04(3) at a school identified on their Teacher Profile Sheet.

For the purposes of this Article, a non-tenured Non-Probationary Teacher would be required to identify at least five (5) schools on their Teacher Profile Sheet. If a non-tenured Non-Probationary Teacher cannot be placed into one of the schools identified on their Teacher Profile Sheet, then the Teacher will be placed into a vacant position at another secondary school, subject to qualifications and curricula program needs.

- (c) If all non-tenured Non-Probationary Teachers cannot be placed into a position, non-tenured Non-Probationary Teachers who remain unplaced after Article L20.04(2) (b) will be placed, subject to qualifications and curricula program needs, in order of seniority, into a position held by a non-tenured Non-Probationary Teacher previously placed in Article L20.04(2)(a) with the least seniority.

3. PROBATIONARY TEACHERS

A Probationary Teacher is a teacher who has not completed ten (10) consecutive working months or one year working for the Board as of the date of the Secondary Staffing Placement Meeting.

All Probationary Teachers shall be placed on a Placement List in order of seniority with their qualifications identified. A Probationary Teacher will be recalled in order of seniority, to an available position for which the teacher holds qualifications after all Non-Probationary Teachers have been placed, subject to qualifications and curricula program needs, including Voluntary Transfers. If the seniority of Probationary Teachers is tied, the tie-breaking provisions in Article L20.05 will apply.

4. TEACHERS SURPLUS TO THE SYSTEM

Only Untenured Teachers can be surplus to the system.

Teachers not placed and not required for staffing purposes for September 1, shall be notified in writing of termination of employment by the preceding May 1.

1. (a) A list of names of those notified by the Board shall be provided to the Bargaining Unit prior to May 1 and prior to notification of any Member affected.
- (b) The Board will provide each Teacher not required for staffing purposes for September 1 with a letter of reference by June 1 outlining the fact that termination of this Teacher's employment is due solely to redundancy.
2. (a) The Board shall maintain and publish a recall list of redundant Teachers each September 1 in order of seniority. The list shall include their areas of qualifications on file with Human Resources as of September 1, and the amount of time (FTE) of their positions at the time of termination. This recall list will be provided to the Bargaining Unit on September 1.
- (b) Teachers who have been notified in writing of termination of employment have the right of recall for three (3) years from the termination date. Teachers will be recalled to a position for which they hold qualifications on file with Human Resources at the time of recall in the order of their seniority on the recall list.
- (c) If there are two (2) or more Teachers with the same seniority, tiebreakers as per Article L20.05 will be applied to determine the Teacher recalled.
- (d) Recall rights shall be applicable to Part-time as well as Full-time Teachers. However, as long as there are Teachers with Recall Rights, Part-time Teachers shall only be recalled to part-time assignments equal to their FTE entitlement. If a Teacher is recalled to a position that is less than their FTE entitlement at the time of termination, the Teacher shall remain on the recall list.
- (e) Teachers on the recall list shall be responsible for informing the Board and the Bargaining Unit of any change in address, including summer address and telephone number(s), and for providing the Board with the necessary documentation regarding new areas of qualifications.
- (f) An offer of a position may be made by telephone by an official representative of the Board. If direct contact with the Teacher is made, the Teacher shall be responsible to inform the representative of the Board or designate of acceptance or rejection of the offer within 24 hours of direct contact, exclusive of Saturday and Sunday. A Teacher who fails to inform the Board within twenty-four (24) hours shall be deemed to have rejected the offer.

Further, if no contact is made by telephone, the Board shall contact the Teacher, in writing, by Priority Post or courier. It shall be deemed a refusal of an offer if a redundant Teacher does not respond to the offer of a position on the second calendar day by 5:00 pm after receipt of the written offer, exclusive of Saturday and Sunday.

- (g) If a Teacher is recalled to a position in the school from which the Teacher was declared redundant, the Teacher shall be placed. If the Teacher does not accept the placement, the Teacher's name will not remain on the Recall List.
- (h) If a Teacher is recalled to a position in a school other than the one from which the Teacher was declared surplus, the Teacher has the right of refusal of one position that is offered and remain on the Recall List.
- (i) A Teacher who is recalled to a position with the Board following the effective date of termination shall be placed into a position as though there were no break in service. Notwithstanding the foregoing, if a Teacher is recalled to a position with the Board more than ten (10) instructional days following the effective date of termination, time equivalent to the time on the recall list may be added to the remaining probationary period. Teaching experience for grid placement purposes shall not accrue during any period of layoff.
- (j) Teachers on recall shall be placed into available LTO sections as LTO teachers, up to or equivalent to their FTE entitlement, where possible, based on qualifications, curricula program needs and seniority. It is understood that sections may be assigned in Semester 1, Semester 2 or both Semesters.

5. A: RIGHT TO RETURN OF TEACHERS SURPLUS TO A SCHOOL

Prior to the placement of any Probationary Teachers or any Voluntary Transfers, any teachers who were identified as surplus to a school's needs and were transferred in the previous year may be returned to their previous school if a vacancy exists for September 1, subject to qualifications and curricula program needs.

B: VOLUNTARY TRANSFERS

- (1) After Non-Probationary Teachers have been placed pursuant to Article L20.04(2) and prior to the placement of any Probationary Teachers, every effort will be made to place Non-Probationary Teachers who have requested a transfer on their Teacher Profile Sheet into vacant positions in schools and assignments as indicated as a preference on their Teacher Profile Sheet, subject to qualifications, curricula program needs and seniority.

A Teacher who has requested a transfer shall accept a placement at a school and in the subject areas indicated as a preference on the teacher's Teacher Profile Sheet as provided in Article L20.02.

- (2) Further to Article L20.04(5B)(1) if two or more Members are qualified to be placed into the same vacant position, with the same seniority, the Tie-breaking Procedures in Article L20.05 will be used to determine which Member will be placed.
- (3) **Subsequent to the Secondary Staffing Placement Meeting, any contract positions that become available will be offered to other teachers through the Voluntary Transfer process, until June 30th.**

C: EXCHANGES

After the completion of the Staffing Meeting and prior to June 15, Members, including those in Positions of Responsibility, may exchange positions for one year subject to the mutual consent of the Teachers and Principals involved. The exchange may be extended for one additional year, subject to the mutual consent of the Teachers and Principals involved.

6. PART-TIME TO MORE TIME

After all Teachers have been placed into a position equivalent to their current FTE entitlement, in accordance with the procedures in Article L20, requests from Part-time Teachers for increased time will be considered subject to Article L21.

7. JOB POSTINGS

After all Teachers have been placed into a position equivalent to their current FTE and all requests for more time have been considered, a series of Job Postings for available positions will be generated.

Internal job postings shall be available in all locations where Teachers work. Except as otherwise agreed to by the Bargaining Unit and the Board, the job posting shall be available for a minimum of three (3) working days.

Posting #1 - open only to contract Teacher Bargaining Unit Members.

Posting #2 - open only to Members eligible for Posting #1 plus OSSTF Occasional Teacher Bargaining Unit Members who are on the LTO List. If only two (2) postings are generated, then postings would also be available to external hiring.

Posting #3 - (if applicable) open only to OSSTF Occasional Teacher Bargaining Unit Members who are on the OT Roster.

Posting #4 - (if applicable) open to external applicants.

L20.05 TIE-BREAKING PROCEDURES

- (a) the Member with the greatest FTE;
- (b) aggregate secondary teaching experience with the Waterloo Region District School Board;
- (c) by lot.

L20.06 APPEALS COMMITTEE

An Appeals Committee made up of the OSSTF TBU President, OSSTF TBU Chief Negotiator, **Manager of Human Resource Services** and **Senior Manager** of Human Resource Services, or designate, shall meet in the event that any Teacher or Principal wishes to appeal how a Teacher is being placed or was placed during the Staffing Process.

ARTICLE L21 – PART-TIME TEACHERS

L21.01 Part-time teachers who wish to increase their regular full-time equivalent (FTE) for the following school year, shall make such request by April 1, on their Teacher Profile Sheet.

L21.02 Part-time teachers who have received a written notice during the current year that indicates the Member's work is deemed unsatisfactory by the Principal that outlines instructions for improvement, will not have their request for an increase in their Full-Time Equivalent (FTE) considered.

L21.03 At the Secondary Staffing Placement Meeting, after all Teachers have been placed into positions equivalent to their Full-Time Equivalent (FTE), part-time Teachers who have applied to increase their FTE shall be placed into an available position with the Board in order of seniority in a location to which they have requested a Voluntary Transfer on their Teacher Profile Sheet and for which they hold qualifications, in all areas of the timetable, according to their College of Teachers Certificate of Qualification. In the event that the part-time Teacher is qualified to teach the majority of the timetable, the Teacher may be assigned the timetable by mutual consent of the Teacher and the Principal, subject to the Education Act and Regulations.

L21.04 Subsequent to the Secondary Staffing Placement Meeting and prior **June 30th**, part-time Teachers who have requested to increase their FTE shall be offered available positions **at their current worksite or** in a location to which they have requested a Voluntary Transfer and subject to the criteria specified in Article **L21.02 and** L21.03.

L21.05 From July 1st to August 15th, any vacant sections for the new school year owing to the death, retirement, or resignation of a teacher shall be offered to part-time teachers, at their current worksite, who have requested an increase in their FTE, subject to the criteria specified in Article L21.02, and for which they hold a College of Teachers Certificate of Qualification.

Any remaining sections shall be posted as contract sections.

L21.06 Subsequent to August 15th and prior to the start of Semester 2, any vacant sections owing to the death, retirement, or resignation of a teacher shall be offered to part-time teachers, at their current worksite, who have requested an increase in their FTE, subject to the criteria specified in Article L21.02, and for which they hold a College of Teachers Certificate of Qualification.

It is understood that minor timetable changes will be considered to allow top-ups to occur, but such changes will not have an impact on workload of other teachers (i.e. no new preps for other teachers, but a teacher could have their timetable impacted such that their course is moved to a different block).

Any remaining sections shall be filled by an Occasional Teacher for the remainder of the semester.

Remaining vacated Semester 2 sections shall be posted as contract sections.

L21.07 Subsequent to the start of Semester 2, any vacant sections owing to the death, retirement, or resignation of a teacher shall be offered to part-time teachers, at their current worksite, who have requested an increase in their FTE, subject to the criteria specified in Article L21.02, and for which they hold a College of Teachers Certificate of Qualification.

It is understood that minor timetable changes will be considered to allow top-ups to occur, but such changes will not have an impact on workload of other teachers (i.e. no new preps for other teachers, but a teacher could have their timetable impacted such that their course is moved to a different block).

Any remaining sections shall be filled by an Occasional Teacher for the remainder of the semester.

Vacated contract sections for the following school year will be distributed in the Secondary Staffing Placement Meeting.

L21.08 Articles L21.05, L21.06, and L21.07 also apply to Probationary teachers who have not completed a Teacher Profile Sheet but who have requested in writing, to their Principal, an increase in their FTE.

L21.09 A Member who is assigned to more than one (1) worksite shall have the same rights to increased time at one (1) worksite as provided under Articles L21.03, L21.04, L21.05, L21.06, L21.07, and L21.08 above.

L21.10 All part-time Teachers shall be eligible to apply to the Job Postings identified in Article L20.04(7).

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L21.11 A part-time teacher who has timetabled duties assigned in one (1) or two (2) periods in a semestered school, shall, where possible, have those periods and any other assigned duties timetabled consecutively either in the morning or in the afternoon. The Principal shall make every effort to schedule the A.M. or P.M. preference of the part-time Teacher. Any such assignment shall remain in that portion of the day for which it was assigned throughout the school year, unless otherwise agreed to by the Member.

L21.12 Except as otherwise provided in this Agreement, the grid salary and **LTD** benefits contributions of a part-time Teacher shall be prorated in the ratio that the Teacher's assignment bears to a full-time assignment.

L21.13 All part-time teachers shall be assigned credit/credit-equivalent courses and the proportional amount of equivalent duties and/or special programs to that of a full-time teacher.

ARTICLE L22 - SCHOOL CLOSURE AND SCHOOL OPENING STAFFING PROCEDURES

L22.01 The staffing provisions in Articles L20 and L21 apply to the annual staffing process. Staffing processes related to school closures and opening of new schools will be agreed to prior to the closure or opening of a school.

ARTICLE L23 - PERSONNEL FILES

L23.01 A Central Electronic File for each Member shall be maintained in the Human Resources Department of the Board and shall be available by appointment and open to the member for inspection in the presence of a Manager of Human Resources or designate, during the regular working hours of the Human Resources Department, with reasonable notice.

L23.02 The Site File for each contract teacher shall be maintained in a secure location at their work location by their Principal and shall be available and open to a member for inspection in the presence of the Principal or designate, with reasonable notice. If a site file is created for a Long-term Occasional teacher, it shall also be maintained in a secure location at their work location by their Principal and shall be available and open to a member for inspection in the presence of the Principal or designate, with reasonable notice.

L23.03 Members shall receive copies of any items placed in their Human Resources file.

L23.04 The signature of a Member on any document respecting the performance or conduct of that Member shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

L23.05 At the teacher's request, personally or through the Bargaining Unit, documents

contained in a teacher's Human Resources or school file of a disciplinary nature and all supporting documents shall be removed from these files thirty-three (33) months after their date of issue, unless further similar disciplinary action has occurred in that period.

Notwithstanding the foregoing, disciplinary material regarding suspensions, harassment or violence, or any discipline related to physical, emotional or psychological harm to students or other employees of the Board will remain in the teacher's Human Resources and School files.

L23.06 The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Superintendent of Human Resource Services and those personnel designated by the Superintendent of Human Resource Services.

L23.07 The Board shall not externally release any information about a teacher obtained pursuant to Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising statutory obligations.

ARTICLE L24 - CONTINUING EDUCATION TEACHERS IN NIGHT SCHOOL AND SUMMER SCHOOL CREDIT COURSES

L24.01 RECOGNITION

The provisions set out in Article L24 shall constitute the entire agreement of the parties on the terms and conditions of employment for Members teaching night school or summer school Continuing Education credit courses.

L24.02 LEAVES

1. Bereavement Leave

A Member in a Continuing Education program will have the rights and privileges as stated in Article L15.04(1) (a), (b) and (c).

2. Leave of Absence

A Member may request, in writing, a leave of absence for up to one year. The leave shall be granted. Only two consecutive leaves will be granted.

3. Any Member who is required to act as a juror or court witness, will be granted the necessary leave of absence, without loss of pay or seniority, where applicable, provided that the payment the Member receives from the court, exclusive of expenses, is turned over to the Board.

4. Leave with pay and without loss of benefits, experience or seniority, where applicable, shall be granted to a Member for a period of quarantine when declared by the Medical Officer of Health or designate.

L24.03 SALARY

1. (a) Effective September 1, 2019 the hourly rate of pay will be **\$52.78**.
(b) Effective September 1, 2020 the hourly rate of pay will be **\$53.31**.
(c) Effective September 1, 2021 the hourly rate of pay will be **\$53.84**.
2. Vacation Pay will be paid **in accordance with the *Employment Standards Act***.

Members shall be paid for hours worked according to the pay dates outlined in Article L11.01 of this Collective Agreement.

L24.04 GRIEVANCE

The Grievance Procedure as outlined in Article L18 shall be available to Continuing Education Members.

L24.05 UNION RIGHTS AND LABOUR/MANAGEMENT RELATIONSHIPS

Union rights as outlined in Article L7 and Article L8 shall be available to Continuing Education Members.

L24.06 RECALL

Upon the satisfactory completion and satisfactory performance of the night school or summer school credit course for which a Continuing Education member is paid, such Continuing Education member shall be given the opportunity to submit a written expression of interest in teaching the same course at the same grade and level of difficulty.

Should the Board offer this particular credit course at the same worksite within the year following completion of this credit course, and require a Continuing Education member to teach it, then the Board will offer that position to the Continuing Education member who had submitted a written expression of interest as above, subject to satisfactory performance. Where there are a greater number of teachers who have submitted requests than available sections at a particular worksite, the teacher(s) with the most teaching experience in that course at that worksite will be placed into the assignment(s).

L24.07 TERMINATION OF EMPLOYMENT

- (a) at any time by mutual consent in writing of the Teacher and the Board;
- (b) if the Teacher has entered upon the teaching duties at any time by either party given written notice to the other not less than forty-eight hours before the date of termination specified in the notice; or
- (c) by the Board at any time without notice to the Teacher where, before the

commencement of the course or class or teaching in the subject, the Board has resolved not to offer the course, class or subject.

ARTICLE L25 - HOME INSTRUCTION TEACHERS

- L25.01** Effective September 1, 2019 payment will be made at the rate of **\$28.81** per hour plus mileage from the home of the Member.
Effective September 1, 2020 payment will be made at the rate of **\$29.09** per hour plus mileage from the home of the Member.
Effective September 1, 2021 payment will be made at the rate of **\$29.38** per hour plus mileage from the home of the Member.

ARTICLE L26 – OCCASIONAL TEACHERS

L26.01 RECOGNITION

The provisions set out in Article L26 shall constitute the entire agreement of the parties on the terms and conditions of employment for the Secondary Occasional Teachers.

- L26.02** An Occasional Teacher shall be entitled to the following provisions of the Collective Agreement:

Article L1
Article L2
Article L3
Article L4
Article L5
Article L6
Article L7
Article L8 (L8.01, L8.02, L8.03, L8.04)
Article L9 (L9.01, L9.02, L9.03, L9.04, L9.05, L9.06, L9.08)
Article L10 (L10.12)
Article L18 (L18.01, L18.02, L18.03, L18.04, L18.05, L18.06, L18.07, L18.09, L18.10, L18.11, L18.12, L18.13)
Article L19 (L19.01, L19.05, L19.07, L19.08)
Article L23

L26.03 DEFINITIONS

- a) “Occasional Teacher” – means a teacher who is employed to teach as a substitute for a tenured teacher, a teacher without tenure, or a Long-Term Occasional Teacher who is absent from regular duties for a temporary period that is less than ten (10) consecutive months as defined by September 1 through June 30.

- b) “Certified Occasional Teacher” – means a teacher who is qualified to teach in the province of Ontario as defined in the Acts and Regulations.
- c) “**Daily** Occasional Teacher” – means a teacher who is required to teach in accordance with section a) for a period of time that is less than the time to be defined as a “Long-Term Occasional Teacher” as stated in section d).
- d) “Long-Term Occasional Teacher” – means a teacher who is required to teach under section a) for a period of ten (10) or more consecutive teaching days in the same assignment. Consecutive Days towards a Long-Term Occasional Assignment shall not be interrupted by a P.A. Day, Inclement Weather Day or Emergency Day.

L.26.04 OCCASIONAL TEACHERS’ ROSTER

- a) The Board shall use only Certified Occasional Teachers from the Secondary OT Roster in **Daily** Occasional Teacher assignments. It is understood that when a Certified Teacher is not available, the Board may appoint a person who is not a teacher under Regulation 298, section 21, Appointment to Teach in Case of an Emergency.
- b) The Board will provide the President of the Bargaining Unit with access to an alphabetized list of Occasional Teachers, which includes names, addresses, phone numbers, and qualifications.
- c) Any Occasional Teacher, who wishes their name to be removed from the Roster, shall make this request in writing.
- d) An Occasional Teacher, who has accepted occasional teacher assignments that constitute a minimum of ten (10) full or half days of work, prior to June 15th each school year, shall have their name maintained on the Occasional Teachers’ Roster for the next school year.

An Occasional Teacher who has not accepted occasional teacher assignments that constitute a minimum of 10 full or half-days of work, prior to June 15th each school year, will be notified by Human Resources, electronically through their Board provided e-mail account, no later than June 30th, that their employment as a Secondary Occasional Teacher is terminated effective June 30th.

An Occasional teacher whose employment has been terminated may appeal the decision in writing to the Manager of Human Resources responsible for Secondary Occasional Teachers no later than August 31st. Included in the Occasional Teacher’s appeal will be an explanation for not reaching the 10 full or half-day threshold. The Human Resources Manager responsible for Secondary Occasional Teachers and the Bargaining Unit President or designate will review the Occasional Teacher’s appeal to determine if an exemption is to be granted. If agreement on the appeal cannot be reached, the Occasional Teacher’s name will be placed on

the Occasional Teachers' Roster for the next school year. In the event that the same circumstances arise with the same Occasional Teacher in the year following placement back on the Occasional Teachers' Roster and should no agreement be reached regarding the continued placement on the Occasional Teachers' Roster, the Occasional Teacher's name shall be removed from the Occasional Teachers' Roster.

- e) An Occasional Teacher who has accepted occasional teacher assignments that constitute a minimum of ten (10) full or half days of work, prior to June 15th each school year, may request a leave from the Occasional Teachers' Roster for a period not to exceed one school year. The request will be made in writing to the Human Resources Manager responsible for Secondary Occasional Teachers. The Occasional Teacher's name will be added to the Occasional Teacher Roster at the end of the leave.

Notwithstanding Article L26.04(d), an Occasional Teacher who is unable to complete the required 10 full or half-days of work due to a personal illness, serious family illness or statutory leave shall be allowed, with written notification, to request a leave from the Occasional Teachers' Roster and not be subject to the threshold in Article L26.04(d). For clarification, family is defined as set out in Article L26.07(f) (3) (a).

- f) An Occasional Teacher may be a member of more than one teachers' bargaining unit.
- g) Before the Board repopulates the Secondary OT Roster, the Board and the Bargaining Unit shall meet to discuss the current composition of the OT Roster.

L26.05 CONDITION OF WORK

- a) An Occasional Teacher/Management Committee will meet at the request of either party to discuss items of concern.
- b) The timetable for a Long-Term Occasional Teacher shall be constructed according to the same criteria as that of other teachers in the same school.
- c) A full-day timetable for a Short-Term Occasional teacher shall be constructed according to the same criteria as that of other teachers in the same school to a maximum per day of 3.5 periods in a school with 75-minute periods or 4.5 periods in a school with periods less than 75 minutes.
- d) All assignments are for a full day unless defined as a half-day assignment as specified below:

A half-day shall be defined as a maximum per day of 2 periods in a school with

75-minute periods or 2.5 periods in a school with periods less than 75 minutes.

- e) When applicable, a timetable for a half-day or a full day may be constructed from a conglomerate of single-or-multi-period leaves occurring within the school.
- f) Grievance and Arbitration: The **Arbitrator** shall not, by any decision rendered, add to, delete from, modify or otherwise amend the provisions of this Article L26.
- g) A morning OT assignment ends at the beginning of the lunch period, provided their classroom and other duties are completed as outlined below:
 - a) All core duties of the assignment must be completed
 - b) Supervisions assigned by the morning school have been carried out appropriately
 - c) Time required to prepare notes for the regular teacher, complete appropriate sign-out procedures and/or return materials to main office as necessary.Items a, b, and c cannot be left undone in order to travel to another assignment.

It is the responsibility of an OT to ensure sufficient travel time before accepting the afternoon assignment.

An afternoon OT assignment may begin as early as the mid-point of the lunch period. It is understood that the following classroom and other duties must be completed prior to leaving the school as outlined below:

- a) All core duties of the assignment must be completed
- b) Supervisions assigned by the afternoon school have been carried out appropriately
- c) Time required to prepare notes for the regular teacher, complete appropriate sign-out procedures and/or return materials to main office as necessary.

L26.06 DAILY OCCASIONAL TEACHERS

- a) Rates of Pay

The Board shall pay rates of remuneration in accordance with the following:

The daily rate of a Certified **Daily** Occasional Teacher shall be 1/194 of Category 1, 0 (zero) years experience of the Basic Salary Scale, Article L10, L10.01. Vacation pay is included in the daily rate.

A Non-Certified **Daily** Occasional Teacher shall be paid at a rate of 75% of the Certified **Daily** Occasional Teacher. Vacation pay is included in the daily rate.

The maximum amount payable to a **Daily** Occasional Teacher shall not exceed one (1) full day.

- b) The daily rate of pay for a **Daily** Occasional Teacher, as provided in Article L26.06(a)

shall be deemed to include assigned supervision.

- c) Cancellation: The Board shall give a minimum of two (2) hours notice of cancellation of any prearranged **daily** assignment. Should the cancellation of a prearranged assignment occur without notice, the Board shall pay the **Daily** Occasional Teacher the pay the Occasional Teacher would have received for that assignment and the Occasional Teacher shall report for alternate duties.

L26.07 LONG-TERM OCCASIONAL TEACHER

- a) An Occasional Teacher employed on a regular basis for ten (10) or more consecutive teaching days in the same assignment, in any one school year, shall be paid on a prorated salary appropriate to the teacher's qualifications and experience in compliance with the established salary schedule as per Article L10, L10.01, retroactive to the date of appointment in that position.

In addition, a Long-Term Occasional Teacher shall be paid **\$3.03** per day worked in lieu of benefits **starting September 1, 2019, \$3.06 starting September 1, 2020, and \$3.09 starting September 1, 2021**. Payment in lieu of benefits, for each two-week period, shall take place each pay date.

It is understood and agreed that the salary of the Long-Term Occasional teacher includes vacation and statutory holidays.

- b) A Long-Term Occasional Teacher shall be paid a proportion of 1/194 of a salary appropriate to the teacher's qualifications and experience in compliance with Article L9 – Category Definitions and Implementations and Article L10 – Basic Salary and Allowances (Articles L10.01, L10.04 and L10.09) based on the number of classes taught plus assigned supervision, retroactive to the date of the appointment to the position.
- c) Effective September 1, 2009, for a newly hired Long-Term Occasional Teacher with previous daily occasional teaching experience on or after September 1, 2001 will be given credit for this teaching experience for grid placement purposes at a rate of 1/194 of a year's experience for each daily occasional day worked. Grid placement and retroactive salary from the date of appointment to that position is subject to proper documentation and such documents must be submitted within five (5) months of the appointment to Human Resources.
- d) Professional Activity Days: A Long-Term Occasional Teacher who is scheduled to work when there is a professional activity day shall be paid for the day provided that the Long-Term Occasional Teacher participates in the scheduled professional activities. A professional activity day shall not interrupt a Long-Term Occasional Teacher Assignment.

- e) Supervision Duties: A Long-Term Occasional Teacher shall assume the Supervision duties of the teacher being replaced.
- f) Other Leaves:
 - (1) A Long-Term Occasional Teacher who is required to act as a juror or court witness will be granted the necessary leave of absence without loss of pay, experience, benefits or seniority, provided that the payment the employee receives from the court is returned to the Board.
 - (2) Leave with pay and without loss of benefits, experience or seniority shall be granted to a Long-Term Occasional Teacher for a period of quarantine when declared by the Public Health Authorities or designate.
 - (3)
 - (a) Leave without loss of pay for up to five (5) school days for a bereavement in the immediate family which shall include: father, mother, sister, brother, son, daughter, spouse or equivalent, stepfather, stepmother, stepson, stepdaughter, ward, fiancé(e).
 - (b) Leave without loss of pay for up to three (3) school days for a bereavement in the immediate family which shall include: grandfather, grandmother, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepbrother, stepsister, guardian.
 - (c) Additional leave without loss of salary for up to two (2) school days may be granted for travel time, only if such is required for (a) and (b) under L26.07(f)(3).
 - (d) Leave without loss of pay for up to one (1) school day for aunt, uncle, niece, nephew or close friend.
 - (e) An additional leave with or without loss of pay may be granted by the Director of Education or designate.
 - (f) Bereavement leave shall not interrupt a long-term occasional teaching assignment.
 - (4) Long-Term Occasional Teacher shall be entitled to a family health care leave with pay for up to two (2) school days per year.
 - (5) A Long-Term Occasional Teacher shall be entitled to a leave without loss of pay for up to one (1) school day to observe a Religious Holy Day which falls on a school day where the Long-Term Occasional Teacher is forbidden to work by the Long-Term Occasional Teacher's religion.

Long-Term Occasional Teachers applying for such Religious Holy Day will give one (1) month's notice to the Superintendent of Human Resources or designate, through the Principal, of the pending Religious Holy Day.

- (6) A Long-Term Occasional Teacher shall be eligible to access the Teachers' Bargaining Unit Short-Term Education Leave fund, as determined by the Teachers' Bargaining Unit and prescribed by the current STEL guidelines.
 - (7) When a Long-Term Occasional Teacher is unable to reach the Member's place of employment from the Member's residence because of weather conditions severe enough to make it impossible for the Member to be present, there will be no pay deduction. The above provisions shall also apply if the Member is on Board approved business.
- g) Pregnancy and Parental leave shall be granted to a Long-Term Occasional Teacher as provided by the Ontario Employment Standards Act and the regulations established thereunder.
- h) Notice of Termination: A Long-Term Occasional Teacher shall be provided with a minimum of two (2) weeks notice prior to the termination of a Long-Term Occasional Assignment. Such termination may only occur if:
- 1 the absent teacher returns to their position prior to the original known end date of their leave; or
 - 2 the assignment is terminated due to lower than expected student enrolment in secondary schools; or
 - 3 subject to the Long-Term Occasional Teacher's termination for just cause.

L26.08 A Long-Term Occasional Teacher shall be entitled to the provisions in Articles L19.04 and L19.06 of this Collective Agreement.

L26.09 An Occasional Teacher shall be eligible to apply to secondary school teaching positions in accordance with Article L20.04.7.

ARTICLE L27 – OCCUPATIONAL HEALTH AND SAFETY ACT

L27.01 The parties agree to adhere to the rights and responsibilities as outlined in the "multi-workplace Joint Health and Safety Committee" order of February 28, 2000.

When a dispute arises, the parties agree to follow the provisions in the Occupational Health and Safety Act in order to resolve the matter.

L27.02 Employer's Obligations

The parties agree that it is the Employer's obligation to provide a safe and healthy workplace environment as provided for in the Occupational Health and Safety Act.

LETTERS OF UNDERSTANDING

RE: MEDICAL DOCUMENTATION

1. No member of the Board Administration or Union shall offer medical advice to a Member unless qualified to do so.
2. The Board shall ensure that all individual medical records and information provided by a qualified health care practitioner with the permission of the Member are stored in a secure location and in a completely confidential manner. Access to such individual records and information shall be confidential and strictly limited to the individual Member, the Human Resources Manager with responsibility for disability management and the Human Resources Officer- Attendance/Disability Management. A Member will be provided with copies of any and all information contained in their medical file within five (5) working days of a written request being delivered to the Human Resources Manager or the Human Resources Officer responsible for disability management. The cost of an Independent Medical Examination (IME) requested by the Board will be borne by the Board. A copy of the report will be provided to the Member or their qualified health care practitioner.
3. A Member who is absent for six (6) consecutive days will provide a note from a qualified health care practitioner.
 - a) If the Member is medically fit to return to work, the note will indicate the Member is fit to return to work and be given to the Human Resources Officer with responsibility for disability management.
 - b) If the Member is unable to return to their previous duties (full-time or part-time), or if accommodations to work are required, the note will be given to the Human Resources Officer with responsibility for disability management and will include:
 - i) Confirmation of an active treatment plan
 - ii) Indication if a referral to another medical practitioner has been made
 - iii) Delineation of limitations
 - iv) Indication of the date of reassessment.
 - c) In the event the information provided in 3 b is insufficient, following consultation with the Union and an explanation to the Member of what is insufficient, the Board may request additional documentation to supplement the original note.
 - d) In the event that the Board has a concern about a pattern of absences, the Board may request a meeting with the Member and the Union to discuss the concern.

Following the meeting the Board may request supporting medical documentation.

4. When a return to work plan is required, the plan will be developed cooperatively between the Board and the Union with input from the Member based on medical documentation.
5. Accommodations required by a Member while performing at their full or reduced F.T.E. workload will be developed cooperatively between the Board and the Union with input from the Member based on medical documentation.
6. Should the Board request from a Member, an independent medical opinion, the choice of health care practitioner shall be mutually agreeable to the Board, the Member and the Union.

RE: MULTI SUBJECT INSTRUCTIONAL PERIOD (MSIP)

A Letter of Understanding for each school wishing to implement a timetable that includes a Multi Subject Instructional Period will be agreed to prior to implementation. The agreement will be between the Waterloo Region District School Board and the Ontario Secondary School Teachers' Federation. The parties will ensure that any proposed MSIP timetable conforms to the conditions set out in the Collective Agreement as modified by the Letter of Understanding.

RE: DISTRIBUTION OF HOMEROOM DUTIES

It is agreed by the parties that any homeroom duties will take place **during instructional time and in no more than two (2) periods per day. It is understood that emergency drills and daily opening exercises are not considered homeroom duties.**

No regularly timetabled class shall exceed the length of any other regularly timetabled class.

RE: CONGREGATED SPECIAL EDUCATION CLASSES (attached to the Collective Agreement)

The parties agree that all Congregated Special Education Classes shall be in compliance with Regulation 298 s.31.

The parties agree to meet no later than March 31, 2009 to discuss Congregated Special Education class sizes with a view to reducing current class sizes.

At the initial meeting, actual class size enrolment and relevant secondary and elementary data will be provided.

RE: PROVISION OF INFORMATION FOR OCCASIONAL TEACHERS

The Board agrees to issue the HR-18-002 form (Classroom Information to Assist Secondary Occasional Teachers). The parties will endeavour to ensure that the form is completed and documents available to Occasional Teachers replacing absent teachers.

The Board will endeavour to ensure that the Occasional Teacher is provided with the necessary keys to access and lockdown their classroom. It is the responsibility of the Occasional Teacher to return the keys at the end of their daily assignment.

This letter expires on August 30, 2022

RE: RETIREMENT GRATUITY AND DIRECTION

Employees who are retiring from the Board and are entitled to a Retirement Gratuity payout, the following options for directing those monies are as follows:

1. Payment may be transferred directly to a Registered Retirement Savings Plan, based on years of employment up to and including 1995 where the employee has made contributions to OTTP, at a rate of \$2000 per year.

Previous years of employment with another employer for which contributions have been made to OTTP may count towards the amount transferable directly to an RRSP, as permitted by Canada Revenue Agency and supported through documentation.

2. Employees who have unused RRSP room, as indicated on their current Notice of Assessment (RRSP Deduction Limit Statement) covering the employee's previous taxation year, may transfer the unallocated balance of their retirement gratuity to an RRSP, up to the maximum amount allowed through their Notice of Assessment, less any unused RRSP contributions available as indicated on their RRSP Deduction Limit Statement.

Should an employee assign money through the Tax Deduction Waiver for a Direct Transfer of a Non-Eligible Retiring Allowance, the employee must agree to save harmless and indemnify the Employer from and against all claims, charges, taxes, penalties or demands which may be made by the Canada Revenue Agency requiring the Employer to pay income tax, charges, taxes or penalties under the Income Tax Act (Canada) in respect to the non-eligible retiring allowance transfer.

3. Any payments regarding the Retirement Gratuity of an employee will only be directly transferred to the employee's own personal RRSP.

The above provisions are based on current regulations (Canada Revenue Agency) and agreements and may be subject to change by external entities.

Re: RETIREMENT GRATUITY PAYMENT

A Teacher who has provided the Board with a written irrevocable letter of retirement and who is eligible to receive a Retirement Gratuity payout, may elect to have such payment made in its entirety at the time of retirement or may elect to have the total payment deferred until January of the following calendar year.

This Letter of Understanding between the parties shall expire on **August 30, 2022**.

RE: DEPARTMENT ORGANIZATION

The parties agree to establish a Joint Committee composed of up to four representatives from the Board and up to four representatives from the Bargaining Unit.

The Committee will review the current Department Organization structure within secondary schools taking into consideration the following topics but not limited to; financial constraints and structural design.

It is understood that the committee shall have its initial meeting no later than October 31, 2015.

An interim report from the committee will be provided in writing to the Union and the Superintendent of Human Resource Services no later than February 15, 2016, for further input and direction by their respective decision-making bodies.

RE: TEACHER RECALL PLACEMENT PROCESS relating to Article L20.04(4)(2)(j).

Through discussions with the Bargaining Unit, when contract sections become available, teachers on recall assigned to LTO sections as LTO teachers may be deemed to be contract teachers, up to or equivalent to their FTE entitlement, where possible, based on seniority. It is further understood that these discussions shall include, but are not limited to 1) whether alternative steps need to be taken based on circumstances such as qualifications in relation to the available contract sections, qualifications of the individuals on the recall list, and system needs, and 2) the determination of the effective date and benefit coverage.

RE: MID-TERM AMENDMENTS

There were a number of items raised by the parties during the course of negotiations, where the parties agree that some continued dialogue would be mutually beneficial.

Therefore, the parties agree to meet, at the minimum, the 2 hours prior to or following the scheduled BUAC meeting in June 2021 and throughout the 2021-2022 school year for additional time on BUAC meeting days, to discuss the following items:

OSSTF ITEMS

Positions of Added Responsibility (Department Heads)

Occasional Teachers Article L26

Video or Blended Learning listed in L19.09

Access to Information L18.04, L15.13

Personnel Files L23.05

BOARD ITEMS

Positions of Added Responsibility (Department Heads)

Job Postings 20.04 7. Duration of posting and order of consideration of applicants

Occasional Teacher L26.04, L26.05

LOU Medical Documentation

LOU Overpayments

The Parties agree that any agreed upon changes to the Collective Agreement resulting from discussion related to the above noted items, will be presented as a package offer for ratification with OSSTF members and Board Trustees if required.

Nothing precludes the parties from mutually agreeing to an alternate meeting schedule should it be desirable in a given year, or mutually agreeing to add/remove items from this list.

This letter expires August 30, 2022.

SIGNATURES

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this day of.

FOR THE WATERLOO REGION DISTRICT
SCHOOL BOARD:

FOR THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION – WATERLOO
REGION DISTRICT 24

Chairperson of the Board

Chief Negotiator, Ontario Secondary School
Teachers' Federation – Waterloo Region
District 24

Director of Education and Secretary to
the Board

President, Ontario Secondary School
Teachers' Federation – Waterloo Region
District 24

Coordinating Superintendent of
Human Resource Services

Vice-President, Ontario Secondary School
Teachers' Federation – Waterloo Region
District 24

Senior Manager – Human Resource
Services

Manager, Human Resource Service



COLLECTIVE AGREEMENT

between

THE OTTAWA-CARLETON DISTRICT SCHOOL BOARD

(hereinafter referred to as “the Employer”)

and

**THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
(District 25 Occasional Teacher Bargaining Unit)**

(hereinafter referred to as “the Bargaining Unit”)

Effective 1 September 2019 to 31 August 2022

SECONDARY OCCASIONAL TEACHERS (OSSTF DISTRICT 25)

Please contact the following for any specific information you may require concerning this Collective Agreement.

Human Resources Department

Ottawa Carleton District School Board
133 Greenbank Road
Nepean, Ontario
K2H 6L3

596-8211
(Fax) 721-9727

Melissa Coady, HR Officer	Ext. 8340
Administrator (Occasional Teachers)	Ext. 8376
Payroll Administrator (Occasional Teachers)	Ext. 8370
Payroll Administrator (Long Term Occasional Teachers)	Ext. 8633

OSSTF (District 25)

9 Corvus Crt
Nepean, Ontario

729-7211
(Fax) 729-8565

K2E 7Y6

Kelly Granum President

Ext. 221
Cell Phone 791-7211

Provincial Office

OSSTF
49 Mobile Drive
(Fax) 1-416-751-3394
Toronto, Ontario
M4A 2P3

1-800-267-7867
(Fax) 1-416-751-3394

Certification Department

1-800-267-7277
(Fax) 1-416-751-0910

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PART A

OSSTF TBU CENTRAL COLLECTIVE AGREEMENT PROVISIONS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.

- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.

- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee’s disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) A Central Parties may engage in informal discussions of the disputer matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.

- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers’ benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers’ benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers’ benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers’ Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as “Appendix H”) for job classifications that are eligible for benefits.
- b) The FTE used to determine the board’s benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT’s administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards’ submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards’ benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment

remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.

- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.1 Family Medical Leave or Critically Ill Child Care Leave

- a) Family Medical Leave or Critically Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed

eleven (11) consecutive working days at his/her full FTE without absence due to illness.

- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.

- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)		Employee Signature:									
Employee ID:		Telephone No:									
Employee Address:		Work Location:									
1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one:											
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3											
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.											
First Day of Absence: _____		General Nature of Illness (<i>please do not include diagnosis</i>): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____ <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy			

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

LETTER OF AGREEMENT #1

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

**LETTER OF AGREEMENT #4
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;

- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

**LANGUAGE FROM SEPTEMBER 1, 2014 - AUGUST 31, 2017, AND EXTENSION UNTIL
AUGUST 31, 2019**

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).

- b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or

- b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
 - a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate

fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay

arrangements that exist under school board collective agreements will continue under the Trust.

- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;

- c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
 - a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

**LANGUAGE FROM SEPTEMBER 1, 2014 - AUGUST 31, 2017, AND EXTENSION UNTIL
AUGUST 31, 2019**

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- (a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- (b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- (c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

- (d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- (e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- (f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- (g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- (h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- (i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- (j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- (k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks

immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;

2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

PART B

OSSTF DISTRICT 25 - SEC OT LOCAL COLLECTIVE AGREEMENT PROVISIONS

ARTICLE L1 - PURPOSE

- L1.01 It is the purpose of the **Parties** to this Agreement, hereinafter referred to as this “Collective Agreement” or the “Agreement”, to set forth the **negotiated** conditions of employment together with the salaries and benefits of Occasional Teachers, hereinafter referred to as “**Occasional Teachers**”, or “**Daily Occasional Teachers**” or “**Long Term Occasional Teachers**”, covered by this Collective Agreement and employed by the Ottawa-Carleton District School Board in its secondary schools.
- L1.02 It is the purpose of this Agreement to establish mutually beneficial relations between the Employer and the Ontario Secondary School Teachers' Federation (OSSTF) District 25, Occasional Teacher Bargaining Unit.
- L1.03 Where reference indicating gender or sex is used throughout this Agreement, **any** other gender or sex shall be equally included.

ARTICLE L2 - AMENDMENT AND EFFECTIVE PERIOD

- L2.01 Any amendment to, or variation in, procedures specifically set out in the terms of this Collective Agreement shall be in writing and by mutual consent of the Employer and the Bargaining Unit.
- L2.02 Except as specifically provided, the terms and conditions of this Agreement shall have effect on the date of ratification.
- L2.03 In the event legislative changes are tabled which may render null and void any provision of this agreement, or which may necessitate accommodation of any provisions of the Agreement, either Party may give notice to the other Party requesting a meeting of the negotiating teams to address these matters. This meeting to discuss legislative changes shall normally be held within thirty (30) days.

ARTICLE L3 - RECOGNITION

- L3.01 The Ottawa-Carleton District School Board recognises the Ontario Secondary School Teachers' Federation as the bargaining agent for all **Occasional Teachers** employed by the Board in the secondary panel.
- L3.02 The Employer recognizes the Negotiating Committee of the Bargaining Unit as the official body to represent the Union and to negotiate on their behalf. The

Bargaining Unit recognises the Negotiating Committee of the Ottawa-Carleton District School Board as the official body to represent the Ottawa-Carleton District School Board and to negotiate on their behalf.

L3.03 The Employer recognizes the right of the OSSTF to authorize the Bargaining Unit or any other duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.

L3.04 The OSSTF and the Bargaining Unit recognize the right of the Board to authorize any duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiations and administration of this Collective Agreement.

ARTICLE L4 - DEFINITIONS AND SCOPE

L4.01 Occasional Teacher shall be as defined in the Education Act.

- L4.02 (a) Long Term Occasional Teacher means an Occasional Teacher who is employed for one period of ten (10) consecutive days or more as a replacement for one secondary teacher employed by the Employer the “Qualifying Period”. It is understood that an Occasional Teacher who is hired and commences a posted long term occasional teaching assignment according to Article L12 shall not be required to complete a Qualifying Period.
- (b) For the purpose of establishing the Qualifying Period, a partial day (i.e. part-time assignment) shall be counted as one (1) day.
- (c) During the Qualifying Period, absence without pay for personal reasons of two (2) days or less will not break the continuity of service but the days absent will not be included as part of the Qualifying Period.
- (d) During the Qualifying Period, absences for professional activities or professional development days, will not break the continuity and will be included as part of the Qualifying Period.
- (e) During the Qualifying Period, absences for days spent on Federation Leave (L19) or in negotiations (L9) that occur within the Qualifying Period will not break the continuity of service and will form part of the Qualifying Period.
- (f) Unless otherwise stipulated in this Collective Agreement, absences for personal reasons or for professional activities or professional development will be granted without pay.

- (g) The status, rights and salary applicable to employment as a Long Term Occasional Teacher shall be pro-rated to the actual full-time equivalent assignment.

L4.03 Daily Occasional Teacher means an Occasional Teacher on the List who is employed on any basis other than as set out in Article L4.02.

L4.04 (a) Occasional Teacher List, as outlined in Article L11, means a list of all Occasional Teachers who have been accepted by the Ottawa-Carleton District School Board to teach as Occasional Teachers in the secondary panel of the Board.

(b) Throughout the Agreement, "List" shall mean the Occasional Teacher List unless otherwise specified.

L4.05 Certified means an Occasional Teacher who holds a valid Ontario College of Teachers Certificate of Qualifications and who is a member in good standing of the Ontario College of Teachers.

L4.06 Uncertified means an Occasional Teacher who does not hold a valid Ontario College of Teachers Certificate of Qualifications or who is not a member in good standing of the Ontario College of Teachers.

An Occasional Teacher on a Letter of Permission shall not be added to the Occasional Teacher List.

L4.07 Qualified means having a specific subject qualification on a valid Ontario College of Teachers Certificate of Qualifications.

L4.08 Contract Teacher means an employee whose employment with the Board includes any secondary contract teaching assignment.

L4.09 Bargaining Unit means the OSSTF District 25 Occasional Teacher Bargaining Unit."

L4.10 Union, OSSTF, O. S. S. T. F., and Federation all mean the Ontario Secondary School Teachers' Federation.

L4.11 Board or Employer means the Ottawa-Carleton District School Board.

L4.12 Parties means the Bargaining Unit and the Board.

ARTICLE L5 - UNION SECURITY

L5.01 (a) As a condition of employment with the Ottawa-Carleton District School Board, all Secondary Occasional Teachers will maintain membership in the

Union and pay the required dues. OSSTF will notify the Employer of the OSSTF dues owing and such amount will be deducted from each pay.

Nothing in this provision shall require the Employer to discharge an employee.

- (b) Such dues shall be remitted to the Treasurer of the OSSTF, 49 Mobile Drive, Toronto, within thirty (30) days of the dues being deducted. A copy of each dues submission list submitted to the OSSTF shall also be sent to the Bargaining Unit President.
- (c) The Union agrees to provide the Employer with notice in writing of its desire to alter the amount of such dues before 31 August in each year. Changes in dues shall be implemented by the Employer in the first possible pay period following such notice or at such later date as may be requested.

- L5.02
- (a) Subject to the capability of the Employer's payroll processing programs, the Employer shall deduct a local levy from the salary payments made to employees.
 - (b) The Bargaining Unit shall notify the Employer of the local levy owing, and agrees to provide the Employer with at least four (4) weeks' notice in writing of its desire to alter the amount of such local levy.
 - (c) All local levies deducted shall be remitted to the Treasurer of the OSSTF, District 25 within thirty (30) days of the levies being deducted. A levy submission list will be provided listing Daily Occasional Teachers and Long Term Occasional Teachers. The list will be submitted to the OSSTF and shall also be sent to the Bargaining Unit President. The list will contain the employee's name and the amount of levies deducted.

- L5.03
- The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.

- L5.04
- The statement of remuneration (T4) income tax slip provided each year by the Employer shall indicate the amount of fees paid by each Occasional Teacher during the previous calendar year.

- L5.05
- By 30 September each year, the Board shall provide the Bargaining Unit President with a statement of the total number of paid secondary daily occasional teaching assignments for the previous school year.

ARTICLE L6 - STRIKES AND LOCKOUTS

L6.01 There shall be no strike or lockout during the term of this Agreement. The terms "strike" and "lock-out" shall have the meanings ascribed to them in the School Boards Collective Bargaining Act.

L6.02 In the event of a strike by other employees of the Board, the Parties agree that:

- i) the Employer shall notify the President of the Bargaining Unit immediately when the situation is evident;
- ii) a Consultative Committee comprised of two (2) representatives of the Bargaining Unit and two (2) representatives of the Employer shall meet to discuss the ramifications of the strike as they pertain to the members of the Secondary Occasional Teacher Bargaining Unit;
- iii) where the parties mutually agree, a meeting may be held jointly with other OSSTF Local Units.

Specifically the committee will address the following issues:

- iv) the health, safety and duties of the Secondary Occasional Teacher Bargaining Unit's members during the strike;
- v) other strike related issues which may affect members of the Secondary Occasional Teacher Bargaining Unit.

ARTICLE L7 - MANAGEMENT RIGHTS

L7.01 The Union recognizes and accepts that it is the right of the Employer to manage its affairs, schools and employees except as expressly limited in this Agreement.

L7.02 The Employer agrees that none of its rights or functions will be exercised in a manner that is inconsistent with the terms and provisions of this Agreement or the prevailing statutes governing education and labour in the province of Ontario.

L7.03 The Parties recognize the right of each party to obtain assistance from advisors, agents or counsel to assist the party in matters pertaining to the negotiation and administration of this Agreement. Each party shall be responsible for all fees and expenses incurred to provide for the service of their representatives.

L7.04 The Board and the Union agree that the provisions of this Article do not preclude consultations by the Board and the Union concerning any matters relating to members of this Bargaining Unit.

L7.05 No Discrimination

The Employer and the Union agree that there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any

employee by reason of any grounds protected under the Ontario Human Rights Code.

ARTICLE L8 - CORRESPONDENCE

L8.01 Unless otherwise provided within this Agreement all correspondence between the parties arising out of or incidental to this Agreement shall pass to and from the President of the Bargaining Unit and the Superintendent of Human Resources or designate.

ARTICLE L9 - NEGOTIATING COMMITTEE

L9.01 For purposes of negotiations between the parties, the Employer shall recognize a Bargaining Unit Collective Bargaining Committee.

L9.02 A maximum of three (3) Occasional Teachers serving on the negotiating team shall receive the appropriate daily rate or, in the cases of LTOs, the applicable salary grid rate, as outlined in Article L13.

L9.03 The Bargaining Unit shall notify the Superintendent of Human Resources of the names of its elected and appointed representatives.

ARTICLE L10 - LABOUR MANAGEMENT COMMITTEE

L10.01 The Labour Management Committee shall consider and attempt to resolve issues of mutual concern and issues arising from new or revised legislation with the objective of promoting positive relations between the Board and Occasional Teachers. It shall be composed of up to three (3) Bargaining Unit members and up to three (3) Board representatives. Bargaining Unit Representatives will be paid at the applicable salary rate for attendance at such meetings to a maximum of three (3) meetings per year. Each party shall be entitled to additional resource persons at its own cost.

L10.02 Meetings shall occur within two (2) weeks of a request by either party unless both parties agree to a later date. A minimum of two (2) meetings per year shall be scheduled with at least one (1) meeting in each semester unless otherwise mutually agreed. Wherever reasonably possible, proposed agendas will be set no later than one (1) week prior to the meeting, but may be amended by mutual consent.

ARTICLE L11 - OCCASIONAL TEACHER LIST

L11.00 An Occasional Teacher must be a member of the Ontario College of Teachers and be qualified to teach in Ontario to be eligible for inclusion on the Occasional Teacher List, (the “List”).

L11.01 The Employer shall provide the List, comprising members of the Bargaining Unit who are available for occasional teaching assignments in secondary schools. The initial electronic list shall be available on or before 30 September and updated monthly.

L11.02 The List will be maintained by the Employer alphabetically and by subject area.

L11.03 The names of teachers who officially make themselves available for occasional teaching assignments and have been accepted to the List by the OCDSB shall comprise the List or shall be added to the List or subsequent lists. A teacher must submit the necessary documentation to the Employer, as required. Failure to provide the necessary documentation will result in either not being entered or being deleted from the List. Any request by an Occasional Teacher to update information must be submitted in writing and supported by the appropriate documentation.

L11.04 For each Bargaining Unit Occasional Teacher whose name is entered on the List, the following information will be provided:

- (a) name,
- (b) address,
- (c) telephone number(s),
- (d) subject(s) in which the teacher is qualified according to their Ontario College of Teachers Certificate of Qualification,
- (e) teaching preferences regarding specific school(s) and geographical locations,
- (f) Employee Identification Number,
- (g) status (e.g. OT, LTO).

L11.05 The List will be closed between January 1 to April 30 to new additions for the current school year subject to exceptions based on operational need. The Bargaining Unit President will be consulted before any exceptions are made.

L11.06 Maintenance of Status on the List

- (a) An Occasional Teacher who has not worked three (3) assignments from September 1 to June 30 shall be removed from the List as of July 15 of each year and required to reapply.

- (b) Part-time contract teachers and teachers on union release to OSSTF will be excluded from the application of Article L11.06 (a).
- (c) Notwithstanding anything else in this Agreement, a Contract Teacher who is declared partially or fully redundant maintains the right to be placed on the List.
- (d) An Occasional Teacher, whose name has been removed from the List, shall be notified in writing that they have been removed from the List.

L11.07 When names are added to or deleted from the List or corrections are made to the List, the Bargaining Unit shall be so notified monthly. It is understood that deletions from the List will only be available one month following the purging of the List.

ARTICLE L12 - STAFFING

L12.01 Requirement to Post

A vacancy will require the hiring of a Long Term Occasional Teacher, as defined in Article L4 - Definitions, when it is known at the outset of the absence that a regular teacher will be absent for a period of time as defined in Article L4.

L12.02 If an Occasional Teacher has been performing the duties of an absent teacher and it becomes known that the position will become a Long Term Occasional position, the position will be posted.

L12.03 The Board shall post all positions replacing Contract and Long Term Occasional Teachers who have been approved for a leave of absence that would normally be filled with a Long Term Occasional Teacher.

L12.04 When a vacancy as described in Article L12.03 arises, a notice of the vacancy shall normally be posted for at least five (5) working days. Notice of all Long Term Occasional teacher vacancies shall be forwarded to the Bargaining Unit President.

L12.05 Interview and Selection

- (a) The Board shall fill known long term occasional teaching positions from among the Occasional Teachers whose names appear on the last published List. At least three (3) qualified applicants, including Occasional Teachers who are not in receipt of a teacher's pension will be interviewed. If fewer than three (3) qualified applicants apply, all applicants will be interviewed. Occasional Teachers who wish to be considered for a long term occasional teaching position must apply to the posting.

(b) The Employer shall notify the Bargaining Unit President if it intends to post externally for a vacant position.

(c) A list of Long Term Occasional Teachers will be provided to the President of the Bargaining Unit on a monthly basis as set out in the dues submission list.

L12.06 Principals, or their designate, shall inform any Occasional Teacher who is interviewed for any long term occasional vacancy of the results of such an interview as soon as practicable. An Occasional Teacher who has been unsuccessful in the interview, shall, upon request, be entitled to a debriefing by the interviewer.

L12.07 (a) In the event that the position cannot be filled in accordance with Article L12.05 (a), the Board may, in consultation with the Bargaining Unit President, appoint a Long Term Occasional Teacher on a Letter of Permission or advertise externally.

(b) The names of Long Term Occasional Teachers hired on Letters of Permission from the Ministry and Letters of Approval from the College of Teachers will be provided to the Bargaining Unit President.

L12.08 (a) Unless impracticable under the circumstances, the Employer agrees to provide the Union reasonable notice whenever any substantive changes or upgrades are made to the operation of the electronic call out system.

(b) Whenever it is reasonable to do so, the Union's feedback and/or input will be requested with respect to any substantive changes or upgrades that are being considered.

ARTICLE L13 - SALARY

L13.01 Grid Placement

(a) With Certificate

A Long Term Occasional Teacher who holds a valid OSSTF Certification Rating statement and OSSTF Certification Rating statement covering letter or Qualifications Evaluation Council of Ontario (QECO) rating statement on file with the Employer shall be paid according to the corresponding salary group on the salary schedule of the Collective Agreement between the Ottawa-Carleton District School Board and the OSSTF District 25 (Teacher Bargaining Unit) with teaching experience as recognised under Article L13 (Salary) of this Collective Agreement.

(b) Without Certificate

A Long Term Occasional Teacher who does not hold a valid OSSTF Certification Rating statement and OSSTF Certification Rating statement covering letter or Qualifications Evaluation Council of Ontario (QECO) rating statement on file with the Employer shall be paid Group 1 of the salary schedule of the Collective Agreement between the Ottawa-Carleton District School Board and the OSSTF District 25 (Teacher Bargaining Unit) with teaching experience as recognised under Article L13 (Salary) of this Collective Agreement.

(c) Retroactivity

A Long Term Occasional Teacher as defined in Article L4 (Definitions and Scope), will receive salary in accordance with Articles L13.01 (a) and L13.01 (b) retroactive to the first day of the assignment.

(d) Pay Grid

By September 30 of each year, the current salary grids of the Teachers' Bargaining Unit will be published to the GEM conference for the information of Occasional Teachers.

L13.02 Proration for Part-time Assignments

The parties agree that the wage rates specified herein shall be prorated for less than full-time assignments.

L13.03 Category Changes

A Long Term Occasional Teacher who submits a copy of their Rating Statement to the Human Resources Officer (Academic) for a change in category placement shall receive the adjustment as follows:

- (a) If the statement is received between 1 September and 31 December inclusive, providing courses are completed prior to 31 August, the teacher's salary shall be adjusted retroactive to 1 September or to the beginning of the LTO assignment, whichever is later.
- (b) If the statement is received between 1 January and 31 May inclusive, providing the courses are completed prior to 31 December, the teacher's salary shall be adjusted retroactive to 1 January or the beginning of the LTO assignment, whichever is later.

(c) When a Long Term Occasional Teacher, through no fault of their own, cannot provide Human Resources with acceptable proof before the above-mentioned dates, the retroactive adjustment will be protected within the

school year if written notifications of the new qualifications and the attempts to establish their new category is provided before the 31 December or the 31 May cutoff dates, as applicable. An acknowledgment card from QECO shall be considered as acceptable proof. Such salary adjustment shall be withheld until acceptable proof is furnished by the teacher to the Director of Education or designate.

L13.04 Teaching Experience for Long Term Occasional Teachers

- (a) Part-time or full-time teaching experience as a regular day school teacher gained while engaged as a teacher holding an Ontario College of Teachers Certificate or its equivalent shall be credited by the Board in determining a Long Term Occasional teacher's placement on the salary scale.
- (b) Effective August 31, 2022 part-time or full-time teaching experience as indicated in Article L13.04 (a) will include long term occasional teaching experience in addition to regular day school experience. Eligible LTO experience will be calculated in accordance with L13.04(f). This provision shall not result in any retroactive effect or payments prior to August 31, 2022.
- (c) It is the responsibility of the Occasional Teacher to provide the Human Resources Department with official Certificate(s) of Teaching Experience.

A certificate of experience shall indicate: whether the employment was part-time/full-time, probationary/permanent as a regular day school teacher on contract or as a Long Term Occasional Teacher and whether the experience is elementary/secondary; start and end dates; if any leaves were taken and signature of school board representative.

- (d) Any change in a Long Term Occasional Teacher's credited contract experience shall be made retroactive to the beginning of the pay period in which the Certificate of Experience was received by the Human Resources Department.

(e) Annual Long Term Occasional Experience

Teachers on long term occasional teaching assignments with the OCDSB shall be credited with previous long term occasional experience up to a maximum of five (5) years' experience where the individual assignments exceed four (4) months in duration. Credit shall be on the basis of one month equals 0.1 year. Credits for the previous year's experience shall be recorded each 31 August. A teacher must be employed for at least one-half of the available school days in a given month to gain credit for a full month's teaching experience for that month.

Effective August 31, 2022, teachers on long term occasional teaching assignments with the OCDSB shall be credited with previous experience (acquired on or after August 31, 2021) up to a maximum of five (5) years' experience. Credit shall be on the basis of one month being equal to 0.1 year. Credits for the previous year's experience shall be recorded each 31 August. A teacher must be employed for at least one-half of the available school days in a given month to gain credit for a full month's teaching experience for that month.

This provision shall not have retroactive effect.

- (f) Effective August 31, 2022, teachers with long term occasional teaching assignments with other Boards (in accordance with the requirements of L13.04(a) to (d)) shall be credited with previous experience up to a maximum of five (5) years' experience. Credit shall be on the basis of one month being equal to 0.1 year. Credits for the previous years' experience shall be recorded each 31 August. A teacher must be employed for at least one-half of the available school days in a given month to gain credit for a full month's teaching experience for that month.

This provision shall not have retroactive effect.

(g) Daily Occasional Teaching Experience

Effective August 31, 2022, teachers shall be credited with daily occasional teaching experience with the OCDSB (acquired on or after August 31, 2021) of 0.1 credit for every 36 FTE days worked. The maximum credit that a teacher can acquire for occasional teaching experience will be 0.5 per school year. Daily occasional teaching experience credit will be up to a maximum of five (5) years. Credit shall be recorded each August 31.

This provision shall not have retroactive effect

L13.05 Daily Occasional Teacher Rate

Effective 1 September 2019, Daily Occasional Teachers who have an Ontario College of Teachers Certificate of Qualifications or its equivalent shall be paid \$233.76 for each day of employment.

Effective 1 September 2020, Daily Occasional Teachers who have an Ontario College of Teachers Certificate of Qualifications or its equivalent shall be paid \$236.10 for each day of employment.

Effective 1 September 2021, Daily Occasional Teachers who have an Ontario College of Teachers Certificate of Qualifications or its equivalent shall be paid \$238.46 for each day of employment.

The above rates include a daily sum of \$4.00 in lieu of benefits.

L13.06 Each amount paid to a **Daily** or Long Term Occasional Teacher under this Article shall be reduced by an amount equivalent to the total of vacation and statutory holiday pay to which the Occasional Teacher is entitled under applicable legislation. Vacation pay and statutory holiday pay shall be paid over and above the reduced basic salary.

L13.07 Long Term Occasional Assignment Letter

Reasonable efforts will be made by Human Resources to provide written confirmation of a long term occasional assignment within two (2) weeks of the start date of the assignment. It is understood that this timeline may not be met during peak periods. An Occasional Teacher placed on a long term occasional teaching assignment will receive a letter from the Human Resources Department confirming the assignment as follows: the effective date, the expected end date if known, the salary category, experience, and the per diem rate.

L13.08 Notice Period for Long Term Occasional Assignments

An **Occasional Teacher** on a **long term occasional** teaching assignment shall normally be given five (5) days notice of the termination of the assignment. It is understood that the **Occasional Teacher** shall accept any reasonable **occasional teaching** assignments in order to permit the Employer to fulfil this notice requirement. It is further understood that where a scheduled assignment coincides with the dates as stipulated at the commencement of the assignment, no further notice will be required.

In a similar manner, a teacher shall be required to give five (5) days notice.

L13.09 Cancelled Assignments

(a) When reasonably possible, the **Daily Occasional Teacher** will be notified by the Principal/Vice-Principal or designate of a cancellation of an assignment the day before the originally scheduled assignment.

(b) Where an employee reports for work and upon reporting is informed that their scheduled assignment is cancelled, the employee will be paid for either half of the assignment (in the case of an assignment originally scheduled for .5 of the day or greater) or the full assignment (in the case of an assignment that was originally scheduled for less than .5 of the day). In these instances, the employee may, at the Employer's option, be assigned professional duties by the Principal or designate to be performed during any part of the paid period. It is understood that this provision does not allow for an **Occasional Teacher** to be paid twice for the same period of time.

(c) In the event of a same day emergency closure of a school or early dismissal for emergency reasons, the **Occasional Teacher** will be paid for their scheduled assignment.

(d) An Occasional Teacher shall not be considered late for an assignment as a result of a late request provided the teacher arrives within a reasonable time of receiving such late request.

(e) Where a Daily Occasional Teacher knows that they will not be able to teach on an assigned work day due to illness or another unforeseen circumstance, the Occasional Teacher will make every effort to cancel the assignment as soon as possible and by 6:30 a.m. on the morning of the assignment. They may cancel the assignment independently through Apply to Education provided that they also notify a member of the school's administration by way of email.

ARTICLE L14 - PAY DATES

L14.01 (a) Occasional Teachers will be paid on a bi-weekly basis by direct deposit in a financial institution with a computerized system compatible with that used by the Ottawa-Carleton District School Board. Statements of earnings will be provided electronically.

(b) The scheduled pay and cut-off dates for each school year shall be provided to the Bargaining Unit President.

L14.02 Where an Occasional Teacher's salary payment requires adjustment due to an error, the Board agrees to consult with the Occasional Teacher to arrange for the correction of the error.

ARTICLE L15 - WORKING CONDITIONS

L15.01 Respectful Workplace

Policy P.119.HR and Procedure PR.625 (Respectful Workplace), as established by the Employer and amended from time to time, shall apply to employees covered by this Collective Agreement.

L15.02 Workload

A Long Term Occasional Teacher shall only assume the assigned duties of the absent teacher being replaced and shall be bound by all workload provisions of the absent teacher.

L15.03 Access

(a) The school Principal or designate shall ensure that an Occasional Teacher has reasonable access (including keys where operationally feasible) to classrooms and

any required workspaces. An Occasional Teacher will also be provided with records, courses of study, texts, files, supplies, equipment, and all other requirements necessary to perform the duties assigned. Reasonable access to Board or school administrative procedures shall be provided. Support shall be provided from school administration in emergency situations, supervision and discipline.

- (b) The school Principal or designate shall ensure that an Occasional Teacher resource booklet is made available to the Occasional Teachers reporting to work. The book shall be maintained with up-to-date information and will include how to contact the office from a classroom phone and emergency procedures. It is understood that such information may be provided to the Occasional Teacher electronically, at the Employer's option.

L15.04 Lunch Period

An Occasional Teacher whose assignment exceeds one half (1/2) of the regular school day shall receive a forty (40) minute uninterrupted lunch period.

ARTICLE L16 - PREGNANCY LEAVE BENEFITS

- (a) The Employer shall provide for permanent and Long-term Occasional Teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- (b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- (c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- (d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- (e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

- (f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- (g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- (h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- (i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- (j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- (k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- (l) A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

ARTICLE L17 - LEAVES

L17.01 Compassionate Leave

- (a) A Long Term Occasional **Teacher** shall be entitled to up to three (3) days leave with pay and benefits allowance in each school year in the event of serious illness or death in the family, other than as specified in (b), or other personal reasons.
- (b) In the event of death in the immediate family (parent, spouse or child) five (5) days leave with pay shall be granted per occasion.

The leave and its duration must be authorized by the Principal. Additional days absence without pay may be authorized by the Principal and will not interrupt the continuity of the assignment.

L17.02 Court Leave

A Long Term Occasional **Teacher** who must be absent from work by reason of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which **they are** not a party or one of the persons charged, shall be paid the difference between normal earnings and the fees **they receive** as a juror or as a witness.

L17.03 Quarantine

(a) Long Term Occasional Teacher

Leave with pay shall be granted in any case where, because of exposure to a communicable disease, a Long Term Occasional Teacher is quarantined or otherwise prevented by order of the Medical Officer of Health or designate from attending to **their** duties.

(b) Daily Occasional Teacher

Leave with pay shall be granted in any case where, because of exposure to a communicable disease on site and during a teaching assignment, an Occasional Teacher is quarantined or otherwise prevented by order of the Medical Officer of Health or designate from attending to **their** duties. The Occasional Teacher must provide proof of a job request to qualify for this leave.

L17.04 Other Leave - Without Pay

(a) A Long Term Occasional Teacher may be granted a special leave of absence without pay or benefits up to a maximum of two (2) days. While this time shall not count in any consideration of consecutive days or determination of sick leave credits, neither shall it be deemed an interruption of consecutive days.

(b) After the completion of one (1) year of employment as an Occasional Teacher, an Occasional Teacher may request, and upon request the Board shall grant, a leave of absence without pay for up to one (1) school year (September to June). Written notice of the start and end dates of the leave must be submitted to the Human Resources Department prior to the commencement of the leave. Leaves without pay may be extended by mutual consent of the teacher, the Union and the Board. An Occasional Teacher may terminate their leave early and return to active duty with five (5) days written notice. Occasional Teachers on leave of absence without pay for a full school year will not be subject to the provision of Article L11.06.

ARTICLE L18 - FAMILY MEDICAL LEAVE

L18.01 In accordance with the Employment Standards Act an employee will be entitled to Family Medical Leave without pay for up to twenty-eight (28) weeks.

Entitlement to Leave

- (a) An employee is entitled to a leave of absence without pay of up to twenty-eight (28) weeks to provide care or support to an individual described in L18.01 (b) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.
- (b) Article L18.01 (a) applies in respect to family members as defined in the Employment Standards Act, 2000.
- (c) The employee may begin a leave under this article no earlier than the first day of the week in which the period referred to in L18.01 (a) begins.
- (d) The employee may not remain on a leave under this section after the earlier of the following dates:
 - (i) The last day of the week in which the individual in L18.01 (b) dies;
 - (ii) The last day of the fifty-two (52) week period starting on the first day of the week in which the period referred to in L18.01 (a) begins.
- (e) For the purposes of this article, "week" means a period of seven consecutive days beginning on Sunday and ending on Saturday.
- (f) An employee may take a leave under this article only in periods of entire weeks.
- (g) If two or more employees take leaves under this article in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed twenty-eight (28) weeks during the period referred to in L18.01 (a) that applies to the first certificate issued.
- (h) An employee who wishes to take leave under this article shall advise the Employer, in writing, that they will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave, in writing, as soon as possible after beginning the leave. Notwithstanding this provision, an employee must report daily absences to their supervisor.

- (i) The employee will provide to the Employer a medical certificate referred to in L18.01 (a) indicating that a member of the family is gravely ill with significant risk of death within 26 weeks.
- (j) If an employee takes a further leave, in the event death did not occur within the fifty-two (52) weeks referred to in L18.01 (a), the employer may request a copy of the required certificate as provided for under this legislation.

L18.02 General Provisions for Family Medical Leave

- (a) Crediting of experience for salary placement purposes shall continue during any term of Family Medical Leave subject to Article L13.04.
- (b) The continuations of any applicable benefit coverage shall be governed by the terms and conditions of the Central Agreement, The Employee Life and Health Trust ("ELHT"), and the pension provider.
- (c) Sick leave credits shall accumulate for the employee during the time of Family Medical Leave, subject to the entitlements under Article C.9.00.
- (d) Where a Long Term Occasional Teacher requires replacement as a result of Family Medical Leave, the Employer will select a replacement from the original selection process under Article L12 where appropriate, or elect to staff the position by posting the position in accordance with Article L12.
- (e) Where the replacement teacher becomes a Long Term Occasional Teacher, the Employer shall be required to provide notice under Article L13.08.
- (f) The teacher on Family Medical Leave shall have the right to return to the long term occasional assignment, provided the leave does not extend beyond the return of the regular teacher.

ARTICLE L19 - FEDERATION LEAVE

- L19.01 (a) At the request of the Bargaining Unit, the Board shall arrange to pay the Bargaining Unit Release Officer(s) at a rate of pay determined by the Bargaining Unit, prorated. The request must be for a consistent portion of each pay period and shall be directed to and arranged with the Superintendent of Human Resources or designate at least thirty (30) days prior to the beginning of the leave. The Parties may mutually agree to waive the thirty (30) day requirement.
- (b) The Board shall grant leave to Occasional Teachers, at the request of the Bargaining Unit President, for the purpose of conducting Union Business. These requests in full or one-half, one-third or two-thirds day increments shall not exceed seventy-five (75) teaching days in total in any one school year for the Bargaining Unit and no more than five (5) teaching days in each semester for a

Long Term Occasional Teacher in any one school year. Where the request relates to an employee who occupies another active position with the Employer, the release request will so indicate. In such circumstances, the Employer reserves the right to refuse the release request where it would unreasonably impact operational requirements.

L19.02 The Bargaining Unit agrees to reimburse the Board for the full amount paid in accordance with Article L19.01.

ARTICLE L20 - PROBATIONARY PERIOD

- L20.01 (a) An Occasional Teacher shall be considered to be on probation until the employee has taught a minimum of thirty (30) occasional teacher instructional days within one (1) school year or forty (40) occasional teacher instructional days within two (2) school years.
- (b) An Occasional Teacher who has previously completed their probationary period within the Bargaining Unit and is rehired for the List within a period of three (3) school years shall be considered on probation until the employee has taught a minimum of fifteen (15) occasional teacher instructional days within one (1) school year.
- (c) In the event of a break in active service during the probationary period, e.g. leave of absence, the probationary period as defined in L20.01 (a) will recommence immediately following the absence. In the event that the break in active service is due to a statutory leave, the remainder of the probationary period as defined in Article L20.01(a) shall be completed after the return to work.

ARTICLE L21 - PERFORMANCE EVALUATION

- L21.01 Any evaluation of an Occasional Teacher shall be done by, and signed by the Principal/Vice-Principal with a copy to the Occasional Teacher. A meeting shall be held to discuss the evaluation at the request of either party.
- L21.02 The Occasional Teacher shall be given an opportunity to initial or sign the evaluation and to make written comments if so desired. This opportunity shall occur before anyone other than the Occasional Teacher and the Principal/Vice-Principal see the evaluation. Initials or signature indicates only that the Occasional Teacher has seen the evaluation.

ARTICLE L22 - DISCIPLINE AND DISCHARGE

- L22.01 No Occasional Teacher shall be demoted, discharged, dismissed, disciplined in any way, or have their name removed from the List without just and sufficient cause.
- L22.02 A meeting shall be held between the Occasional Teacher and the Employer to discuss disciplinary action. The Employer shall notify the Occasional Teacher, in writing, of the need for this meeting and of their right to Union representation. The Occasional Teacher shall be allowed a minimum of forty-eight (48) hours excluding weekends and public holidays to arrange for the attendance of Union representation at the meeting, if desired. Subsequent to this meeting, the Occasional Teacher shall be notified, in writing, of any grounds for discipline or discharge and the Bargaining Unit President or designate shall receive a copy.
- L22.03 Notwithstanding any other provision of this Agreement, a probationary employee may be discharged for reasons less serious than a non-probationary employee.

ARTICLE L23 - LOCAL GRIEVANCE/ARBITRATION PROCEDURE

Definition

- L23.01 A "grievance" shall be defined as any dispute related to the application, administration, interpretation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable.
- L23.02 The Parties to any grievance or arbitration under this provision shall be:
- i) the Board, and
 - ii) the Bargaining Unit
- L23.03 For the purposes of this Article, the definition of day shall be a day for the purposes of the Day School program.
- L23.04 An Occasional Teacher who has a complaint relating to the interpretation, application, administration, or alleged violation of this Collective Agreement shall, whenever practicable, discuss the complaint with the Principal or immediate supervisor and attempt to resolve the matter informally. If the discussion does not result in the satisfactory settlement of the complaint within five (5) days, the Bargaining Unit, on behalf of the Occasional Teacher, may submit a grievance as provided herein.
- L23.05 The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the grievance arbitration procedure.

- L23.06 A grievance dealing with the dismissal of an employee, subject to **Article L22** (Discipline and Discharge), may be submitted directly to Step 2 of the grievance procedure, within ten (10) working days of the employee being officially advised of dismissal.

Individual Grievance

L23.07 Step 1

A grievance(s) must be signed by the President of the Bargaining Unit or designate and submitted in writing to the Superintendent of Human Resources or designate within **twenty-five (25)** days of the time the grievor became aware, or should have been aware, of the circumstance(s) or relevant facts giving rise to the grievance. The written grievance shall set out the name(s) of the grievor(s), the facts giving rise to the grievance, the provision(s) of the Collective Agreement alleged to have been violated, and shall indicate the specific relief sought.

The Superintendent or designate shall respond to the grievance in writing within ten (10) days of the receipt of the grievance.

L23.08 Step 2

Failing settlement at Step 1, the grievance may be submitted by the Bargaining Unit in writing to the Director of Education within ten (10) days of the receipt of the response from the Superintendent of Human Resources or designate. Within ten (10) days of receipt of the grievance a meeting will be held with the grievor, a Bargaining Unit representative and the Director of Education, or designate(s). A written response will be provided to the Bargaining Unit from the Director of Education or designate within ten (10) days of the meeting.

L23.09 Step 3

Failing settlement at Step 2, the Bargaining Unit may submit the grievance to arbitration within ten (10) days of receipt of the response.

Policy Grievance

- L23.10 The Union and the Board shall have the right to file a policy grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A policy grievance is one which affects a group of teachers or the entire membership. A policy grievance shall be filed directly to Step 2.

A policy grievance must be submitted within twenty-five (25) days of the time the grieving party became aware, or should have been aware, of the circumstances or the relevant facts giving rise to the grievance.

Grievance Mediation

- L23.11 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation at any state of the grievance procedure. The Agreement shall be made in writing and stipulate the name of the person and the timeline for grievance mediation to occur.

The timelines in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

Arbitration

- L23.12 A grievance which is not settled through the grievance procedure outlined in the foregoing provisions may be submitted for binding arbitration pursuant to the Ontario Labour Relations Act, provided the grieving party shall provide written notice to the other party within ten (10) days of receipt of the response at Step 2 of its intention to refer the matter to arbitration.

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree to an Arbitrator within twenty (20) working days of receipt of the written referral to arbitration, the appointment shall be made by the Minister of Labour at the request of either party.

Notwithstanding the above, upon written request of either Party, the grievance shall be submitted to a Board of Arbitration.

In the event either party submits a grievance to an Arbitration Board, the notice shall contain the name of the first Party's nominee to an Arbitration Board. The recipient of the notice shall, within seven (7) days, inform the other Party of the name of its nominee to the Arbitration Board. The two nominees so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the recipient of the initial notice fails to appoint a nominee, or if the two nominees fail to agree upon a Chairman within the time limit, the appointment shall be made by the Minister of Labour for Ontario at the request of either Party.

- L23.13 Each of the Parties shall bear one-half (1/2) the expenses of the Arbitrator. In the event of an Arbitration Board each of the parties shall bear the expense of its own appointee to the Arbitration Board and one-half the expenses of the Chairman of the Arbitration Board. The parties shall pay their own expenses for attending at the hearing.

- L23.14 No person shall be appointed as Arbitrator or to a Board of Arbitration who has been involved in an attempt to resolve the grievance or has been a party to the negotiation of this collective agreement without the consent of both parties.
- L23.15 The Arbitrator or the Board of Arbitration shall not make any decision which is inconsistent with the provisions of this Collective Agreement or which would add to, alter, modify, or otherwise amend any part of this Collective Agreement.
- L23.16
- (a) All time limits fixed herein for the grievance procedure may be extended only with the written consent of the parties.
 - (b) One or more of the steps in the grievance procedure may be omitted with the written consent of the parties, with respect to the processing of a particular grievance.
 - (c) If at any stage of the grievance arbitration procedure the party submitting the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the parties), the grievance shall be deemed to have been abandoned.
 - (d) If at any stage of the grievance arbitration procedure the party in receipt of the grievance fails to process the grievance in compliance with a time limit fixed herein (or such extension as may have been confirmed by the written consent of the parties), the party submitting the grievance may proceed directly to the next step in the procedure.
 - (e) A grievor's attendance at a meeting at any stage of the grievance procedure, including arbitration, shall be without loss of pay or any other entitlement when such a meeting is scheduled during the work day.

ARTICLE L24 - PROFESSIONAL DEVELOPMENT

- L24.01 A Long Term Occasional **Teacher** who is scheduled to work when there is a professional activity day shall be paid at a rate prorated to their long term occasional assignment, provided that the **Teacher** participates in the scheduled professional activities. a professional activity day shall not interrupt a Long Term Occasional teaching assignment.
- L24.02 Subject to space availability, all teachers on the List may participate in Board approved professional development activities without pay. All incidental costs shall be borne by the Occasional Teacher.
- L24.03 Occasional Teachers may apply to the appropriate Superintendent for professional development funding in order to attend conferences, courses and other

professional development activities. Approval for funding shall reside with the Superintendent.

- L24.04 A fund of **seven thousand five hundred dollars (\$7,500.00)** will be provided to the Bargaining Unit no later than September 1 of each year. These funds will be administered by the Bargaining Unit and will be used to provide professional development opportunities for Occasional Teachers. The Bargaining Unit will provide a report outlining the spending of these funds to the employer no later than 30 June of each year. Effective September 1, 2015, any funds that remain unused at the end of the school year shall be returned to the Board. The Bargaining Unit shall be permitted to carry forward unused amounts for up to one year.
- L24.05 The board will provide a complete list of names of Occasional Teachers participating in NTIP to the Bargaining Unit each year.

ARTICLE L25 - HEALTH AND SAFETY

- L25.01 The Parties recognize that the Joint Health and Safety Committee, as established by the Board, is governed by the Occupational Health and Safety Act and Regulations.
- L25.02 The Parties further recognize the Bargaining Unit representation on this committee.

ARTICLE L26 - HUMAN RESOURCES FILES

- L26.01 (a) (i) An Occasional Teacher or a Bargaining Unit representative having written authorization from the Occasional Teacher shall, upon making an appointment, have access during normal business hours to the official human resources file that relates to the Occasional Teacher in the presence of a representative from the Human Resources Department. Such access shall be granted with twenty-four (24) hours prior notice.
- (ii) The only recognized human resources file of an Occasional Teacher shall be maintained in the Human Resources Department of the Board.
- (b) An Occasional Teacher shall receive a copy of any documentation placed in the file which may be detrimental to the Occasional Teacher, with a copy sent to the Bargaining Unit President at the Occasional Teacher's request.
- (c) The Occasional Teacher, or the Bargaining Unit, if so requested by the Occasional Teacher, shall have the right to respond in writing to any document contained in or to be placed in the Occasional Teacher's human

resources file. The written response shall become part of the Occasional Teacher's permanent personal record.

- (d) Access to and disclosure of any personal information on an Occasional Teacher shall be governed by the provisions of the Municipal Freedom of Information and Protection of Privacy Act.
- (e) Where the Board and the Occasional Teacher agree that information in the file is inaccurate, it shall be corrected.
- (f) Where the Board amends information on the human resources file, the Board shall, at the request of the Occasional Teacher, attempt to notify all persons who received a report based on inaccurate information.
- (g) Where the Board is required to furnish information on an Occasional Teacher to an outside agency by a court order or legislative requirement, the Occasional Teacher will be notified that this information has been requested and has been or will be provided except where otherwise prohibited by law.

L26.02 Disciplinary Notations

At the Occasional Teacher's request, the Board shall remove a record of disciplinary action or other documents of a disciplinary nature (other than performance appraisals) from the teacher's file after three (3) years uninterrupted time on the List (excluding leave periods) provided there has been no disciplinary action in the interim. Notwithstanding, any such record which is required to be retained by statute or any discipline concerning abuse (including sexual or physical misconduct) shall, at the teacher's request, be retained by the Board in a separate, sealed envelope but shall not be further disclosed or relied upon for purposes of progressive discipline, except as required by law.

ARTICLE L27 - DISTRIBUTION OF THE AGREEMENT

- L27.01 The Employer shall ensure that this Agreement will be available electronically. Where either party requires printed copies of the collective agreement, they shall be responsible for the costs and distribution of such copies.

ARTICLE L28 - GENERAL

- L28.01 Mileage

Where an Occasional Teacher replaces an itinerant Contract Teacher, the Occasional Teacher Will Be Paid The Mileage/Kilometer Rate For travel according to Board Policy, as amended from time to time.

L28.02 Bulletin Boards

The Employer will provide bulletin board space in each secondary school for posting notices.

L28.03 Mailbox

The Employer will provide a mailbox in each secondary school for distributing materials to Occasional Teachers.

L28.04 Meeting with Principal Representatives

The Parties agree that, on an annual basis, at the request of either party, a meeting of representatives of the Secondary School Principals, representatives of the Board and representatives of the Bargaining Unit will be convened to discuss issues of concern to the parties. Follow-up meetings may be held with mutual consent.

L28.05 Record of Employment Requests

The Employment and Immigration Canada Record of Employment (ROE) shall be issued as soon as possible following receipt of the employee's request.

ARTICLE L29 - POSITIONS OUTSIDE OF THE BARGAINING UNIT

L29.01 A member of the Bargaining Unit, as defined in Article L4 - Definitions and Scope, shall not be required by the Employer to complete performance appraisals of a member of another bargaining unit.

ARTICLE L30 - ACCOMMODATION

L30.01 Where an Occasional Teacher is identified as requiring an accommodation, the Employer and the Bargaining Unit will consult to seek an appropriate accommodation for the Occasional Teacher. Where a workplace accommodation or Return to Work meeting is convened by the Employer, the employee will be advised, in advance, of the right to union representation at the meeting.

ARTICLE L31 - CRIMINAL BACKGROUND CHECKS

L31.01 The Board is required to collect criminal background checks on its employees in accordance with the regulations of Ontario.

- L31.02 The Board shall ensure that all records and information (including Offence Declarations and CPIC records) obtained pursuant to the Education Act and Regulations are stored in a secure location and in a confidential manner.
- L31.03 Any disciplinary action related to the criminal background checks or the Offence Declarations required may be the subject of a grievance.

IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS COLLECTIVE AGREEMENT TO BE SIGNED IN THEIR RESPECTIVE NAMES BY THEIR RESPECTIVE DULY AUTHORIZED REPRESENTATIVES AS OF THIS DAY, 2022 IN THE CITY OF OTTAWA.

OTTAWA-CARLETON DISTRICT SCHOOL BOARD

OSSTF (OCCASIONAL TEACHERS' UNIT)

Lynn Scott
Chair of the Board

Kelly Granum
President

Camille Williams-Taylor
Director of Education/Secretary of the Board

Ben Loucks
Chief Negotiator

Janice McCoy
Superintendent of Human Resources

Melanie Barclay-Wood
Member, Negotiating Team

Colin Anderson
Principal

Devon Armstrong
Member, Negotiating Team

Laura Scott
Labour Relations Officer

Christine Marleau
Human Resources Officer

LETTER OF UNDERSTANDING

Between the

OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And the

OCCASIONAL TEACHER BARGAINING UNIT
OSSTF District 25 (Ottawa-Carleton)

RE: DAILY ABSENCES, ASSIGNING WORK AND EMERGENCY DAILY
OCCASIONAL TEACHERS

The Parties agree to establish a Joint Committee for the purposes of reviewing the following issues:

- Unfilled daily absences;
- Methods of assigning work to Daily Occasional Teachers; and
- The use of Emergency Daily Occasional Teachers.

The Committee shall consist of three (3) representatives of the Federation and three (3) representatives of the Employer. The first meeting of the Committee shall occur no later than 90 days after the latest date of ratification of this Agreement (subject to natural breaks). The Committee shall meet on three (3) occasions and shall complete its work by the end of April 2022.

It is understood that the purpose of the Committee is to review and discuss current practices with respect to these issues as well as potential areas for improvement. The Committee shall have no decision making ability and shall be limited to discussion, exchange of ideas and, if applicable, recommendations.

Signed in the City of Ottawa this day of 2022.

Ottawa-Carleton District School Board

Occasional Teacher Bargaining Unit,
OSSTF District 25 (Ottawa-Carleton)

Chair of the Board

President

Director of Education/Secretary of the Board

Chief Negotiator

LETTER OF UNDERSTANDING

Between the

OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And the

OCCASIONAL TEACHER BARGAINING UNIT
OSSTF District 25 (Ottawa-Carleton)

RE: EMPLOYMENT INSURANCE

For the purpose of reporting hours worked for Employment Insurance, the employer shall record each full work day as eight (8) hours worked.

Renewed in the City of Ottawa this day of 2022.

Ottawa-Carleton District School Board

Occasional Teacher Bargaining Unit,
OSSTF District 25 (Ottawa-Carleton)

Chair of the Board

President

Director of Education/Secretary of the Board

Chief Negotiator

LETTER OF UNDERSTANDING

Between the

OTTAWA-CARLETON DISTRICT SCHOOL BOARD

And the

OCCASIONAL TEACHER BARGAINING UNIT
OSSTF District 25 (Ottawa-Carleton)

RE: LIST RE LEAVE WITHOUT PAY AND RETIRED TEACHERS

By 30 January, 2022, the Board will provide to the Bargaining Unit President a list of all Occasional Teachers who are on Leave of Absence for the year and a list of Retired Teachers on the List. This letter of understanding expires August 30, 2022.

Signed in the City of Ottawa this day of 2022.

Ottawa-Carleton District School Board

Occasional Teacher Bargaining Unit,
OSSTF District 25 (Ottawa-Carleton)

Chair of the Board

President

Director of Education/Secretary of the Board

Chief Negotiator

Collective Agreement

Between



The Upper Canada District School Board
(herein called “Employer” or “Board”)

And



The Ontario Secondary School Teachers’ Federation
representing
All Occasional Teachers employed in the Secondary Panel of the Board
(herein called “The Union”)

September 1, 2019
to
August 31, 2022

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PART A – CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or within such greater period agreed upon by the parties; or
 - ii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.

- ii. To participate in voluntary mediation.
- iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.

- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick

credits were already used by the employee.

- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12

Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

d) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.

- ii. This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent year worked.

- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

e) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

f) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.

- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORMS

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)		Employee Signature:									
Employee ID:		Telephone No:									
Employee Address:		Work Location:									
1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one:											
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3											
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.											
First Day of Absence: _____		General Nature of Illness (<i>please do not include diagnosis</i>): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)			
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.			
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:			
3: Health Care Professional to complete.			
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy			
Completing Health Care Professional Name: (Please Print) _____			
Date: _____			
Telephone Number: _____			
Fax Number: _____			
Signature: _____			

LETTER OF AGREEMENT #1

BETWEEN

The Ontario Public School Boards' Association (hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation (hereinafter called the 'OSSTF')

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

The Ontario Public School Boards' Association (hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation (hereinafter called the 'OSSTF')

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

The Ontario Public School Boards' Association (hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation (hereinafter called the 'OSSTF')

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:
For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.
- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
 - a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.

- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
 - c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
 - d) All reasonable requests for data related to class size will be shared by both parties.
 - e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
 - f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.
- iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E- Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E- Learning.

LETTER OF AGREEMENT #4

BETWEEN

The Ontario Public School Boards' Association (hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation (hereinafter called the 'OSSTF')

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

The Ontario Public School Boards' Association (hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation (hereinafter called the 'OSSTF')

AND

The Crown

RE: Provincial Working Group – Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

The Ontario Public School Boards' Association (hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation (hereinafter called the 'OSSTF')

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

The Ontario Public School Boards' Association (hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation (hereinafter called the 'OSSTF')

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

The Ontario Public School Boards' Association (hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation (hereinafter called the 'OSSTF')

AND

The Crown

RE: Combined Teachers Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

The Ontario Public School Boards' Association (hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation (hereinafter called the 'OSSTF')

AND

The Crown

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD

- program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

The Ontario Public School Boards' Association (hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation (hereinafter called the 'OSSTF')

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

The Ontario Public School Boards' Association (hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation (hereinafter called the 'OSSTF')

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

The Ontario Public School Boards' Association (hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation (hereinafter called the 'OSSTF')

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

The Ontario Public School Boards' Association (hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation (hereinafter called the 'OSSTF')

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

HISTORICAL LETTER OF AGREEMENT

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.1 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.2 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement ("OSSTF represented employees") and currently

eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

- 3.1.3 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
- 3.1.4 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
- 3.1.5 No individuals who retire after the Board participation date are eligible.
- 3.1.6 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
- 3.1.7 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.

- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:

- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
- b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
- d. The Trust shall retain rights to the data and the copy of the software systems.

- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.

4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.

4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.

4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.

4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

- a. If available, the paid premiums or contributions or claims costs of each group; or
- b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated.

Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees’ Participation Date in the Trust.

- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17.
- 17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,
 then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits

coverage was previously provided by the boards, payment-in-lieu will be provided.

- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.

5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:

- a. Use of existing claims stabilization funds;
- b. Increased member share premium;
- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

5.3.2 the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

- 1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STDLP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
- 2. A SEB plan with existing superior entitlements;
- 3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.

- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

"Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:"

PART B - LOCAL TERMS

ARTICLE 1 – PURPOSE

- 1.01 It is the purpose and intent of the Parties to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the Parties.
- 1.02 It is the purpose and intent of the Parties to this agreement to maintain harmonious relationships among the Employer, the Union, its committees and each Occasional Teacher member of the Union, and to co-operate to the fullest extent in an endeavor to provide the best possible educational services.

ARTICLE 2 – SCOPE AND RECOGNITION

- 2.01 The Employer being the Upper Canada District School Board, hereinafter referred to as “the Employer” recognizes the Ontario Secondary School Teachers’ Federation, hereinafter referred to as “the Union” as the bargaining agent for all Occasional Teachers employed by the Employer in its secondary panel.
- 2.02 The Union will inform the Employer from time to time of who is authorized to act on behalf of the Union.
- 2.03 The Parties mutually recognize the right of each to receive such assistance by counsel or agent in all matters pertaining to the negotiation and administration of this agreement as each deems necessary.
- 2.04 The Employer and the Union agree to recognize District 26, Ontario Secondary School Teachers’ Federation, hereinafter referred to as the “District”, for the purpose of administration of this Collective Agreement.

ARTICLE 3 – DEFINITIONS

- 3.01 “Occasional Teacher” shall mean an “Occasional Teacher” as defined in the Education Act.
- 3.02 Unless otherwise specified, “days” shall mean instructional days.

- 3.03 “Occasional Teacher Roster” shall mean a listing of all teachers qualified to teach in Ontario who have been accepted by the Employer to teach as Occasional Teachers on a casual basis in the secondary panel.
- 3.04 “Long Term Occasional Teacher” shall mean an Occasional Teacher who is required to teach for a period of ten (10) or more consecutive teaching days as a substitute for the same teacher.
- 3.05 “Casual Occasional Teacher” shall mean an Occasional Teacher who is not a Long Term Occasional Teacher.
- 3.06 “Contract Teaching” shall mean a teacher who is working for the Employer under the OSSTF Teacher Bargaining Unit Collective Agreement.

ARTICLE 4 – TERM OF AGREEMENT

- 4.01 Amendments (deletions, additions or substitutions) to the clauses defined herein shall be made during the term of this Agreement only by mutual consent in writing of the parties. The parties agree to meet within twenty (20) days of receipt of notification from either party to discuss any proposed amendment(s).
- 4.02 There shall be no strike or lockout during the term of this agreement or its continuation in accordance with the Labour Relations Act.
- 4.03 The Employer agrees that there will be no interference, restraint, coercion or discrimination practiced against employees on the ground of union membership or lawful union activity.
- 4.04 No Occasional Teacher shall be requested or required to perform the duties of any employee of the Employer who is engaged in a lawful strike.

ARTICLE 5 – UNION MEMBERSHIP AND DUES

- 5.01 On each pay date on which an Occasional Teacher receives a pay, the Employer shall deduct any dues or assessments levied by the Union in accordance with its constitution and/or by-laws.
- 5.02 Any amounts deducted in accordance with Article 5.01 above shall be remitted to the Treasurer of the Union or the Bargaining Unit as the case may be, by the fifteenth (15th) day of the month following the date of the deduction.

- 5.03 The payment shall be accompanied by a dues submission list showing the names, wages earned, dues and assessments deducted, and the number of secondary occasional teaching days worked for each Occasional Teacher from whose wages the deductions have been made. The Employer shall provide this information in electronic form.
- 5.04 The Union shall indemnify and save the Employer harmless from any and all claims, demands, actions, liability, loss, damages, cost and expenses which the Employer may hereafter incur, suffer or be required to pay as a result of having made such deductions.
- 5.05 At the request of the Union, once annually, the Employer shall make the appropriate payroll deductions from an Occasional Teacher's pay for the purpose of a local Union levy. The Union shall indemnify and save the Employer harmless from any and all claims, cost and expenses which the Employer hereafter incur, suffer or be required to pay as a result of having made such deductions.

ARTICLE 6 – MANAGEMENT RIGHTS

- 6.01 The Union recognizes that it is the exclusive right of the Employer to exercise the regular and customary functions of management and to direct the affairs of the Employer in all aspects subject only to the specific limitations of this Collective Agreement. This shall not preclude representations and consultations between the parties concerning matters not contained in this Collective Agreement.
- 6.01.01 The parties agree that teachers, supervisors and Employers have rights and obligations with respect to protecting the health and safety of workers, under the Occupational Health and Safety Act, which is administered by the Ontario Ministry of Labour.
- 6.02
- a) An Occasional Teacher-Board Relations Committee shall be composed of three (3) members representing the Employer and three (3) members representing the Union. The Committee may call on such resource person(s) as it deems appropriate.
- b) The initial meeting shall be held within thirty (30) days of the signing of the Collective Agreement, with subsequent meetings held at the request of either party. Meetings shall occur within two weeks of the request unless both parties agree to a later date. A minimum of two (2) meetings per year (inclusive of the initial meeting) shall be scheduled. The dates of the meetings shall be established by September 30 of the school year or as agreed upon. Proposed agendas will be set no later than two (2) weeks prior to the meeting. The data requested in 6.02d shall be provided one (1) week in advance of the meeting.

c) The Committee shall discuss issues of concern to either the Employer or the Union but shall not consider any matter which is under negotiation or which is the subject of a grievance under the grievance procedure of this Agreement.

d) Electronic absence reporting and replacement information system

The parties agree that this matter will be a standing item on the OTBRC agenda and the Board will provide a report of the following data for review one week prior to the scheduled meeting date to the President of the Union:

- list by worksite of teachers who have identified that worksite;
- the number of Casual Occasional jobs Individual Voice Recognition (IVR) assigned versus those pre-assigned;
- a list of Occasional Teachers who have worked at each worksite and the number of days;
- the number of jobs not filled after using the electronic absence reporting and replacement information system.

6.03 Each employee who is covered by this agreement agrees to permit the Employer to provide to the Union or to an authorized union representative any and all personal information concerning any such employee which may be reasonably required to assist in or advance the purposes of collective bargaining and the effective administration of this agreement. With regard to any information so released or provided, the Union and its members collectively and individually shall save the Employer harmless from any and all claims, actions or proceedings whatsoever.

6.04 The Employer agrees that its rights and responsibilities shall be exercised in a manner that is consistent with this Collective Agreement.

6.05 The Employer agrees not to penalize or discriminate against any Occasional Teacher for participating in the lawful activities of the Union, including exercising any rights under this Collective Agreement or the prevailing statutes of Ontario.

6.06 There shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced against an employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, or disability, or because of participation in the lawful activities of, or membership in the Union.

6.07 No Occasional Teacher shall be demoted, discharged, dismissed or disciplined without just and sufficient cause. Such cause shall be provided to the Occasional Teacher in writing. It is recognized that a lesser standard applies to the termination of an Occasional Teacher who has not completed twenty (20) or more full-time equivalent teaching days in a school year.

- 6.08 Where practicable, prior to the imposition of any action listed in Article 6.07 above, there shall be a meeting held between the Occasional Teacher and an Employer representative to discuss the matter. The Occasional Teacher shall have the right to have a representative of the Union present.
- 6.09 A Long Term Occasional Teacher shall be given five (5) days' notice of the termination of the assignment in the event that the assignment is to be terminated prior to the originally identified termination date, unless such termination is for cause. During such period, the Principal may assign the Long Term Occasional Teacher to other duties.
- 6.10 Upon written request, the Union shall have access to or be furnished with a copy of any data relevant to the negotiation and administration of this Collective Agreement.
- 6.11 An Occasional Teacher, temporarily removed from the list as a result of an allegation which occurred while they were teaching, shall have their pay prorated based on the average number of days worked over the last eight weeks of school calendar time.

ARTICLE 7 – OCCASIONAL TEACHERS' ROSTER AND LONG TERM OCCASIONAL LIST OCCASIONAL TEACHER ROSTER

- 7.01 Seniority – the roster of Occasional Teachers is to be maintained and organized in decreasing order of seniority as per Regulation 274 and as amended from time to time. Seniority is determined as the first day worked as a qualified Secondary Occasional Teacher after being placed on the Occasional Teacher Roster.
- 7.02 The Employer shall furnish to the Union annually by September 30th the Roster of Occasional Teachers who are available for occasional teaching assignments in its secondary schools which shall include the following:
- Name
 - Address and postal code
 - Telephone number
 - Qualifications
 - Status as active or on leave
- 7.03 Applications to be included on the Occasional Teachers' Roster shall be provided electronically and directed to the Employer through the Superintendent of Human Resources or designate. On approval and upon receipt of all the required documentation by the Employer, the teacher's name will be added to the Roster at the Board Office and the teacher will be informed in writing of their acceptance. Updates of the Roster will be sent monthly to the Union.
- 7.04 The Union shall be notified monthly of additions to or deletions from the Roster, and of any disciplinary action involving members of the Union. The Employer shall provide the

Union with monthly statements listing the members who worked during the previous month and the amount of time worked.

- 7.05 An Occasional Teacher must be a member of the Ontario College of Teachers and be qualified to teach in Ontario to be eligible for inclusion on the Occasional Teacher Roster.
- 7.06 An Occasional Teacher shall notify the Human Resources Department of the Employer in writing of current and any of change of address and/or telephone number required by the Employer to contact the Occasional Teacher regarding assignments. If a teacher should fail to do this, the Employer will not be responsible for failure of a notice to reach the teacher. Any notice sent by the Employer to the address of the teacher which appears on the Employer's Human Resources records shall be deemed to have been received by the teacher.

An Occasional Teacher shall be provided with an e-mail account on acceptance to the Occasional Teacher Roster.

- 7.07 An Occasional Teacher's name shall be removed from the Roster for the following reasons:
- a) they are removed for just and sufficient cause;
 - b) they ask to have their name removed from the Roster;
 - c) by June 1st of each year, each listed Occasional Teacher shall be issued a request for confirmation of intent to be maintained on the Roster for the following school year. Those intending to remain available shall confirm such fact in writing to the Manager of Human Resources in care of the Board Office on or before June 30th of each year, failing which that person's name shall be struck from the Roster;
 - d) they have not worked 3 occurrences in one (1) school year, pro-rated due to their placement on the Occasional Roster in accordance with Article 7.03 or a leave of absence without pay in accordance with Article 11.03 within that current school year;
 - e) they will be immediately removed from their teaching duties and their employment terminated when the Employer becomes aware they are not in good standing with the Ontario College of Teachers;
 - f) each Occasional Teacher will keep the Human Resources Department informed, through SelfServe, of their current address and telephone number. If an Occasional Teacher should fail to do this, the Employer will not be responsible for failure of a notice to reach an Occasional Teacher and any notice sent by the Employer to the address of the Occasional Teacher which appears on the Employer's Human Resources records shall be deemed to have been received by the Occasional Teacher.

- 7.08 The Employer shall ensure that only Occasional Teachers on the Roster shall be called for assignments, except in unforeseen circumstances and emergency situations. The Employer shall forward, on a monthly basis to the Bargaining Unit, the names of individuals not on the Roster who were hired to work. The Employer shall forward, upon request of the Bargaining Unit President or designate, details surrounding when an unforeseen circumstances or emergency situation arose whereby an Occasional Teacher on the Roster was not given the assignment.
- 7.09 The maximum number of Occasional Teachers on the Occasional Teacher Roster shall be 200. If the number of Occasional Teachers available does not thereby meet the needs of the Employer, the Employer may add additional Occasional Teachers to the Roster.
- 7.09.01 Teachers who are active OSSTF TBU members less than 1.0FTE and/or Occasional Teachers who have requested a leave from the occasional list will not be counted towards the maximum number as defined in 7.09 for the duration of the school year.

ARTICLE 8 – COMPENSATION

- 8.01 A Casual Occasional Teacher who holds a valid Ontario Teaching Certificate shall be paid a daily rate as indicated below. Such daily rate is inclusive of vacation pay, statutory holiday pay, and allowance in lieu of benefits:

Date	Per Diem
Sept 1, 2019	\$239.79
Sept 1, 2020	\$242.19
Sept 1, 2021	\$244.61

For pay calculation purposes, 3.0 periods or more (or the equivalent) shall be considered a full-time assignment. Under no circumstances shall an Occasional Teacher be paid more than 1.0 FTE daily rate for any day.

- 8.02 Remuneration paid to Occasional Teachers will be pro-rated for assignments to positions on less than a full-time basis, but under no circumstances will an Occasional Teacher be paid less than one-half (1/2) day.

Notwithstanding the above, a part-time Contract Teacher with the Employer that is assigned one period in the same semester, shall be remunerated for that period only. It is understood that the total of the assignment shall not exceed 1.0 FTE (1 period equals 0.31 for pay purposes).

- 8.03 Occasional Teachers shall be paid every two (2) weeks, two (2) weeks in arrears, based on verified time as submitted in the Employer's electronic absence reporting and replacement information system.

8.04

- a) For all Occasional Teachers, the statement of earnings shall indicate the number of days worked during the pay period and can be accessed electronically on the Employer's intranet under SelfServe.
- b) For the sole and exclusive purpose of reporting the hours on insurable earnings required under the Employment and Insurance Act, Occasional Teachers shall be deemed to have worked eight (8) hours each day they are employed. Occasional Teachers employed part-time shall be deemed to have worked hours per day that are pro-rated accordingly.

8.05 Long Term Occasional Teacher

- a) A Long Term Occasional Teacher shall be paid in accordance with the following salary grid effective the 1st day of the assignment. The grid rate as reflected below represents an annual salary based on the number of days in that school year, including vacation pay entitlement, holiday pay and allowance in lieu of benefits.
- b) Where an Occasional Teacher is hired for an unspecified period that extends beyond nine (9) consecutive days, or is hired for a period of less than ten (10) days but the assignment is extended beyond the ninth (9th) day, that teacher shall be considered to be a Long Term Occasional from the beginning of the assignment and shall be paid on that basis retroactive to the first day of the assignment.

Effective September 1, 2019, the salary schedule shall be as follows:

Years of teaching experience	Step	A1 / Gp1	A2 / Gp2	A3 / Gp3	A4 / Gp4
0	1	\$49,410	\$50,741	\$53,304	\$56,529
1	2	\$52,067	\$53,670	\$56,714	\$60,415
2	3	\$54,722	\$56,736	\$60,124	\$64,303
3	4	\$57,379	\$59,806	\$63,527	\$68,191
4	5	\$60,033	\$62,870	\$66,935	\$72,079
5	6	\$62,689	\$65,937	\$70,848	\$75,975
6	7	\$65,350	\$69,001	\$74,756	\$79,871
7	8	\$68,414	\$72,071	\$78,670	\$83,765
8	9	\$71,480	\$75,137	\$82,581	\$87,661
9	10	\$75,021	\$78,683	\$86,949	\$92,089
10	11	\$78,558	\$82,234	\$91,315	\$96,521
11	12	\$82,099	\$85,779	\$95,685	\$100,948

Effective September 1, 2020, the salary schedule shall be as follows:

Years of teaching experience	Step	A1 / Gp1	A2 / Gp2	A3 / Gp3	A4 / Gp4
0	1	\$49,905	\$51,249	\$53,838	\$57,095
1	2	\$52,588	\$54,207	\$57,282	\$61,020
2	3	\$55,270	\$57,304	\$60,726	\$64,947
3	4	\$57,953	\$60,405	\$64,163	\$68,873
4	5	\$60,634	\$63,499	\$67,605	\$72,800
5	6	\$63,316	\$66,597	\$71,557	\$76,735
6	7	\$66,004	\$69,692	\$75,504	\$80,670
7	8	\$69,099	\$72,792	\$79,457	\$84,603
8	9	\$72,195	\$75,889	\$83,407	\$88,538
9	10	\$75,772	\$79,470	\$87,819	\$93,010
10	11	\$79,344	\$83,057	\$92,229	\$97,487
11	12	\$82,920	\$86,637	\$96,642	\$101,958

Effective September 1, 2021, the salary schedule shall be as follows:

Years of teaching experience	Step	A1 / Gp1	A2 / Gp2	A3 / Gp3	A4 / Gp4
0	1	\$50,405	\$51,762	\$54,377	\$57,666
1	2	\$53,114	\$54,750	\$57,855	\$61,631
2	3	\$55,823	\$57,878	\$61,334	\$65,597
3	4	\$58,533	\$61,010	\$64,805	\$69,562
4	5	\$61,241	\$64,134	\$68,282	\$73,528
5	6	\$63,950	\$67,263	\$72,273	\$77,503
6	7	\$66,665	\$70,389	\$76,260	\$81,477
7	8	\$69,790	\$73,520	\$80,252	\$85,450
8	9	\$72,917	\$76,648	\$84,242	\$89,424
9	10	\$76,530	\$80,265	\$88,698	\$93,941
10	11	\$80,138	\$83,888	\$93,152	\$98,462
11	12	\$83,750	\$87,504	\$97,609	\$102,978

8.05.01 Teachers shall be paid in Group 1 until such time as they provide proof of a different category classification. Long Term Occasional Teachers shall be placed in the appropriate category for determination of salary grid placement in accordance with a certification statement issued by the provider as outlined in OSSTF Central Agreement Article C6.00 based on the certification plan currently in effect.

8.06 A Long Term Occasional Teacher who qualifies for a change in category by reason of improved qualifications shall receive the appropriate differential amount retroactive to

the 1st teaching day of the long term occasional assignment. The teacher shall notify the Employer in writing during the term of the occasional assignment of such a submission being made. It is understood that the teacher must have completed the academic requirements for the upgrading prior to the commencement of the long term occasional assignment.

If the requirements for upgrading are completed mid-assignment, the Long Term Occasional Teacher shall receive the appropriate differential amount retroactive to the date of completion of the requirements for upgrading. The teacher shall notify the Employer in writing during the term of the long term occasional assignment of such a submission being made.

Notification in writing is defined as a copy of the category placement application. In all cases, notification must be received by the Employer prior to the end of the current school year.

Should notification not be provided to the Employer, the category change will come into effect on the effective date outlined on the QECO or should the Long Term Occasional assignment be completed, on the first day of a new Long Term Occasional assignment.

8.07 The following shall apply for the purpose of determining the annual salary appropriate to a long term occasional teacher's teaching experience:

- a) Credit shall be given for all full-time or part-time teaching experience in elementary or secondary schools in Canada;

Experience as a Long Term Occasional Teacher with this Employer in a continuous assignment replacing the same teacher shall be credited for initial placement on grid where such experience was acquired after September 1, 1998.

- b) Other teaching experience deemed relevant by the Employer to the teacher's assignment shall be recognized to the maximum for the applicable category, such as continuing education credit courses, teaching experience in a College of Applied Arts and Technology, University or Faculty/College of Education or teaching in an elementary or secondary school outside Canada shall on the basis of one grid step for every year of such experience to maximum of category.

- c) Other related experience in a profession, industry or trade deemed relevant by the Employer to the teacher's assignment on the basis of one grid step for every two years of such experience to maximum of category provided that such experience has not been used to satisfy entrance requirements to a Faculty of Education in pursuit of a degree or diploma in education.

- d) In no case shall an Occasional Teacher receive more than one full year's credit for a combination of teaching experience within one school year.
 - e) Experience will be calculated and applied as of the beginning of the assignment. For purposes of advancing on the salary schedule, experience will be calculated and applied in each year. Where the sum of the experience calculated in a, b and c above results in partial years, 0.5 or greater shall be rounded up and 0.499 or less shall be rounded down.
- 8.8 It is the responsibility of the Teacher who submits a request to ensure that the Board is provided all relevant documentation as per 8.07 a), b), c) within the term of the Long-Term Occasional assignment in order for it to be credited retroactive to their date of hire. Documentation provided after that termination of the Long-Term Occasional assignment will be processed effective the date it is received by Human Resources.
- 8.9 Each Teacher covered by this agreement shall have the right to participate fully in the Employer's Employee Assistance Plan. Coverage shall include family coverage.

ARTICLE 9 – CONDITIONS OF WORK

- 9.01 The Employer agrees that adequate support from the school administration in providing supervision and maintaining discipline shall be provided.
- 9.02 Each Occasional Teacher shall have reasonable and necessary access to classrooms, records, supplies and other equipment consistent with the duties assigned.
- 9.03
 - a) Occasional Teachers hired to replace an absent contract teacher and properly qualified for that position may not be replaced by another Occasional Teacher prior to the return of the teacher being replaced except in cases of mutual agreement or removal for disciplinary reasons or for incompetency.
 - b) The Employer shall give a minimum of three (3) hours' notice of cancellation of any pre-arranged work assignment. Should a pre-arranged assignment be cancelled without such notice, the Employer shall pay the Occasional Teacher the pay they would have received for that assignment for that day.
 - c) Where a casual Occasional Teacher knows in advance that they will not be able to teach on an assigned work day due to illness or any unforeseen circumstance, the Occasional Teacher will make every effort to cancel the assignment no later than 6:30 a.m.
- 9.04 The Principal or Vice Principal shall be the person responsible for engaging Occasional Teachers, and shall verify records for days worked.

- 9.05 School and classroom procedures related to discipline, safety and emergency shall be made available to the Occasional Teacher.
- 9.06 An Occasional Teacher shall be assigned the instructional and supervisory duties of the teacher being replaced but shall not be assigned other duties prior to the commencement of class on the first morning of an assignment or prior to the commencement of the afternoon class on the first day if it is a half-day of the assignment.
- 9.07 A casual Occasional Teacher shall not be assigned a workload in excess of 1.0 FTE. The normal workload for a casual Occasional Teacher hired for a full-time assignment is 3.0 periods plus 0.5 periods for other assigned duties (4.0 periods plus 0.5 period of other assigned duties in an MSIP school). In cases of urgency, as determined by the school administrator, the casual Occasional Teacher may be assigned a 0.5 additional period. At the request of the President of the Bargaining Unit, an Employer representative(s) shall discuss the cases of urgency which led to the additional assignment.
- 9.08 A Long Term Occasional Teacher shall only assume the assigned duties of the absent teacher being replaced, and shall be bound by all workload provisions of the absent teacher.
- 9.09 Each full time Occasional Teacher shall be entitled each day to an uninterrupted and continuous period between the hours of 10:30 a.m. and 2:00 p.m. of not less than forty (40) minutes for lunch free from supervisory, teaching, or other duties during the scheduled working day.
- 9.10 The Employer shall reimburse, at the current kilometer/mileage rate, each Occasional Teacher for travel between an assignment involving two or more schools within the jurisdiction if the teacher the Occasional Teacher is replacing normally receives the allowance.

ARTICLE 10 – JOB POSTINGS AND NOTICES

- 10.01 The Employer will notify the President of the Bargaining Unit of the electronic posting of all jobs, both full-time and part-time positions falling within this bargaining unit.
- 10.02 When an occasional position arising as a result of a leave of absence of 10 or more consecutive instructional days becomes available, the Employer will notify the Union and post such notice on the Board's website electronically five (5) week days, following which the position may be filled.
- 10.02.01 When an occasional position arising as a result of a reassignment of 5 or more consecutive instructional days becomes available, the Employer will notify the Union and post such notice on the Board's website electronically five (5) week days, following which the position may be filled.

10.02.01.01 Should an occasional position arise during Christmas Break, March Break or Summer holidays, the Employer shall post on the Board's website electronically for seven (7) calendar days.

10.03 An Occasional Teacher who has been interviewed for a regular contract teaching position and has not been selected for the position shall be entitled to a debriefing as per Regulation 274 under the Ontario Education Act.

ARTICLE 11 – LEAVES OF ABSENCE

11.01 A Long Term Occasional Teacher shall be granted a leave of absence with continuation of salary, benefits and other entitlements in the following circumstances:

- a) attendant on and coincident with the death of a spouse, parent, child or stepchild, brother or sister, ward or person in loco parentis, mother-in-law or father-in-law; a maximum of five (5) consecutive working days.
- b) attendant on and coincident with the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild; a maximum of three (3) consecutive working days.
- c) attendant on and coincident with the death of an aunt, uncle, niece, nephew, spouse's grandparents, or a close friend; maximum of one (1) working day.
- d) the serious illness of a spouse, child or parent; up to a maximum of two (2) days.
- e) due to quarantine, jury duty or subpoena to court in any proceedings to which the teacher is not a party or an accused person and provided that the party who caused the subpoena to be issued confirms the days on which the teacher is to give testimony. The obligation to maintain pay shall cease on the last day of the scheduled long-term assignment or the last day of the current school year whichever is earlier. The teacher must provide notice of this leave to their Principal as soon as they are made aware of the date(s).
- f) attendant on and coincident with the observance by the long term occasional teacher of their religion to a maximum of five (5) days in a school year.
- g) when a Long Term Occasional Teacher is absent from duty as a result from an accident for which compensation is being received by the teacher in accordance with the provisions with the Worker's Safety and Insurance Act the teacher shall incur no loss in sick leave and continue to receive salary and other entitlements outlines in this agreement.

11.02 At the discretion of the Principal, a Long Term Occasional Teacher may be granted a special leave of absence without pay or benefits up to a maximum of three (3) days. While this time shall not count in any consideration of consecutive days or

determination of sick leave credits, neither shall it be deemed an interruption of consecutive days.

- 11.03 On request in writing to the Superintendent of Human Resources or Designate, an Occasional Teacher shall be granted a leave of absence from the Occasional Teacher Roster of up to one (1) year without pay.

11.04 Family Medical Leave and Critically Ill Child Care Leave

11.04.01 Family Medical Leave and Critically Ill Child Care leave provisions are provided in the Section C8.0 of Part A – Central Terms.

11.04.02 Upon expiration of the leave, the Long Term Occasional Teacher shall be given the position held prior to the leave if the position still exists.

ARTICLE 12 – UNION BUSINESS LEAVE

- 12.01 At the request of the Union, the Employer shall grant subject to the aggregate of one hundred (100) days paid release to member(s) of the Union in order to conduct union business. The member shall be paid the rate the member would have earned that day if the member would have been teaching for the Employer. The Union shall reimburse the Employer for the full cost of the leave.

- 12.02 The persons named shall be treated for all purposes, including but not limited to the payment of salary, benefits and the accumulation of sick leave and occasional teaching experience as if employed on such days.

12.03

- a) An Occasional Teacher who has been elected or appointed to an office at the District or the Provincial Executive, upon request, shall be granted a leave of absence from the Occasional Teacher Roster and LTO Hiring List for up to two (2) consecutive terms of office without salary, benefits or other entitlements provided written notice has been given to the Superintendent of Human Resources or Designate on or before May 31st in the school year preceding the commencement of the leave.
- b) An Occasional Teacher returning from a leave as per 12.03(a) above shall notify the Superintendent of Human Resources or Designate in writing on or before May 31st in the school year preceding the return. The Teacher's name will be reactivated on the Occasional Teacher Roster and LTO Hiring List.
- c) Notwithstanding 12.03(a), the Employer may grant a leave for (an) additional term(s).

- 12.04 The Employer shall assume the full daily occasional teacher rate for two (2) occasional teacher representatives when union representation is required by the employer at meetings as defined in Article 6.02 (b) and at a maximum of two (2) other special meetings per year arranged by the Employer.
- 12.05 The Employer will assume the daily occasional teacher rate for a maximum of two (2) occasional teacher representatives per meeting, inclusive of the chief negotiator, to participate in collective bargaining with the Employer.

ARTICLE 13 – PREGNANCY AND PARENTAL LEAVE

Pregnancy Leave

13.01

- a) A Long Term Occasional Teacher who is employed by the Employer for at least thirteen (13) weeks preceding the date of birth shall be granted pregnancy leave in accordance with the Employment Standards Act. Such leave will normally terminate seventeen (17) weeks from commencement of leave, or six (6) weeks after the date of delivery, whichever is the later.
- b) A Long Term Occasional Teacher may shorten the duration of the six (6) week period provided for under the Employment Standards Act upon giving the Employer one (1) week's written notice of their intention to do so, and furnishing the Employer with the certificate of a qualified medical practitioner stating that they are able to resume their work.
- c) A Long Term Occasional Teacher who anticipates making a request for such a leave shall make every effort to give the Employer the earliest possible notice in writing, but in any event not less than two (2) weeks before the intended commencement of the leave. The Long Term Occasional Teacher giving notice of pregnancy leave shall also provide the Employer with a certificate from a legally qualified practitioner stating the expected birth date.

- 13.02 The equivalent to a pregnancy leave, as described in the Employment Standards Act, shall be granted to a Long Term Occasional Teacher who adopts a child. It is understood that in cases of adoption, the Long Term Occasional Teacher may have to cease duty immediately when the child becomes available, the Long Term Occasional Teacher shall endeavour to give notice as soon as possible, but shall have given notice of the intention to adopt at least two (2) weeks prior to the commencement of the leave.

Parental Leave

13.03

- a) Subject to the provisions of the Employment Standards Act, a Long Term Occasional Teacher who has been employed by the Employer for at least thirteen (13) weeks will be entitled to a parental leave.
- b) Parental leave must normally begin when pregnancy leave ends, or within fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- c) The Long Term Occasional Teacher must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- d) The Long Term Occasional Teacher may reduce the period for Parental leave provided the Long Term Occasional Teacher gives the Employer at least four (4) weeks written notice of the day on which the leave is to end.
- e) Notwithstanding, a Long Term Occasional Teacher may request a lesser period of notice of return to duty.

13.04 When requested, a pregnancy leave must be granted for up to seventeen (17) consecutive weeks; a parental leave must be granted for up to thirty-five (35), if the employee took a pregnancy leave, and thirty-seven (37) consecutive weeks, otherwise. Credit for experience towards salary increments shall continue to the extent of the teacher's designated assignment.

13.05 If, during a pregnancy but prior to the commencement of pregnancy leave, a Long Term Occasional Teacher obtains a certificate declaring her unable to continue teaching due to illness, a Long Term Occasional Teacher may use sick leave credits, if available.

13.06 At the discretion of the Employer, pregnancy and parental leaves may be granted to a Long Term Occasional Teacher who has been employed with the Board for less than thirteen (13) weeks.

13.07 Upon expiration of a leave granted under this Article, the Long Term Occasional Teacher shall be given the position held prior to the leave or, if that position no longer exists, a comparable position, provided the return from the leave is within the timeframe of the designated assignment. The Long Term Occasional Teacher shall endeavour to give the earliest possible notice of intent to return to duty, but must give written notice to the Employer at least four (4) weeks prior to returning to duty.

13.08 Subject to the just cause provisions of this agreement, the Employer may not terminate or layoff an employee entitled to pregnancy and/or parental leave.

- 13.09 Part-time Long Term Occasional Teachers shall be entitled to pregnancy and parental leave in accordance with the terms of the Employment Standards Act.
- 13.10 Nothing in this Article shall remove from an employee any entitlements under the Employment Standards Act.

Parenting Leave

- 13.11 A Long Term Occasional Teacher shall be entitled to a parenting leave of two (2) days with pay and without loss of benefits or experience in any one school year in addition to the day of birth of the child to attend to and care for the child or family. In case of adoption, these two (2) days shall be taken at the time of taking custody, care and control of the child for the first time or at the time of taking legal custody.

13.12 Pregnancy Leave Benefits

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.

- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases, the pregnancy benefits shall commence on the first day after the unpaid period.

A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;

After week 8, the Board will pay the equivalent of one (1) week of the member's EI amount, paid over two weeks in a single pay cycle.

It is understood that the total amount paid by the board shall not exceed what the member would have earned at two (2) weeks of 100% pay and six (6) weeks of top-up from their EI rate to 100% of their regular pay.

ARTICLE 14 – GRIEVANCE ARBITRATION PROCEDURE

- 14.01 A grievance is a dispute arising from the interpretation, application, administration or alleged violation of one or more provisions of this collective agreement, including a dispute as to whether a matter is arbitrable.
- 14.02 The only parties to a grievance are the Employer and the Union.
- 14.03 Where reference is made to “days” it shall mean school days.
- 14.04 A grievance involving or relating to an Occasional Teacher individually or a group of Occasional Teachers in similar circumstances shall only be processed through the Union.

Every grievance claim shall be in writing delivered to the other party and shall contain:

- a) a description of the factual circumstances alleged to constitute a violation of this agreement;
- b) a description of the specific provisions of this agreement allegedly violated;
- c) an indication of the relief sought;
- d) the signature of the duly authorized official of the Union.

Informal Stage

- 14.05 Prior to submitting a formal grievance claim, an Occasional Teacher or Occasional Teachers are expected to have discussed the matter with the school Principal or other immediate Supervisor within twenty (20) days of the time when the Occasional

Teacher should reasonably be expected to be aware of the relevant facts, in an attempt to resolve the matter informally. An Occasional Teacher shall have the right to have present a representative from the Union. The Principal or Supervisor shall answer the complaint in writing within five (5) days of receipt of the complaint. The right to have a representative from the Union present shall not unduly restrict the Employer to deal with emergent personnel matters.

Step One

- 14.06 The Union may file a grievance at Step One within ten (10) days of the Informal Stage. The grievance shall be filed with the Superintendent of Human Resources or designate who may meet with the representative(s) of the Union and the grievor and shall answer the grievance, in writing, within ten (10) days after receipt of the grievance.

Step Two

- 14.07 If no settlement is reached at Step One, the Union may within ten (10) days of receipt of the written reply of the Superintendent of Human Resources or Designate, refer the matter to the Employer's Grievance Committee. The Employer's Grievance Committee shall meet with the representative(s) of the Union and the grievor within 15 days. The Employer's Grievance Committee shall respond to the Union, in writing, within ten (10) days. If the reply of the Employer's Grievance Committee is unacceptable to the Union, it may within ten (10) days of receiving the written reply of the Employer, apply for arbitration.
- 14.08 Timelines may be extended or waived by mutual agreement in writing.
- 14.09 If the parties agree to pursue grievance mediation, timelines are suspended during the mediation process and thereafter re-instated if mediation is unsuccessful.
- 14.10 Unless mutually agreed in writing between the parties, no grievance claim can proceed to arbitration until all stages of the grievance procedure have been completed. Failure to respond to a grievance within the timelines specified shall move the grievance to the next step.
- 14.11 Unless mutually agreed otherwise, if the grievance procedure timeline extends past the last school day of the year, then the timelines will be suspended until the fifth (5th) school day in the following year.
- 14.12 Following notification of the intention to process the grievance to arbitration, the parties to the Collective Agreement shall, within ten (10) days, either mutually select a sole arbitrator or each appoint a nominee.
- 14.13 Within a further ten (10) days, the nominees shall either select a mutually agreed-upon chairperson, or apply to the Labour Relations Board to appoint the chairperson of the Arbitration Board.

- 14.14 The sole arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall issue a decision. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs.
- 14.15 The jurisdiction of the sole arbitrator or Arbitration Board shall be limited to the request for remedy of the grievance, the terms of the agreement and the laws pertaining to education in Ontario. The sole arbitrator or Arbitration Board shall not, by their or its decision, add to, delete from, modify or otherwise amend the provisions of this Collective Agreement. The sole arbitrator's or Arbitration Board's decision shall be final and binding upon the parties.
- 14.16 The cost of the sole arbitrator or chairperson of the Arbitration Board, including remuneration and expenses, shall be shared equally by the two (2) parties.
- 14.17 Should the investigation or processing of a grievance require that an Occasional Teacher(s), grievor(s) and/or grievance officer of the Union be released from their duties, such release shall be granted with pay.
- 14.18 If required, an Occasional Teacher(s) shall be employed to cover the absence of any Occasional Teacher attending the arbitration hearing. In the event that the grievance is not upheld, the Union shall reimburse the Employer for the cost of the Occasional Teacher(s) required.
- 14.19 Documents, communications and records dealing with a grievance involving discipline shall not become part of the personnel file of the grievor, if the grievance is upheld in arbitration, or if the Employer rescinds the action that led to the grievance.

ARTICLE 15 – ACCESS TO INFORMATION AND EVALUATIONS

- 15.01 The personnel file pertaining to an Occasional Teacher shall be maintained in the Human Resources Department of the Employer. The file shall be available and open to the Occasional Teacher or to a designate authorized by the teacher in writing for inspection in the presence of an Employer's Human Resources Department officer by appointment during the regular working hours of the Department.
- 15.02 An Occasional Teacher shall be entitled, upon request, to copies without cost, of any materials contained in the Occasional Teacher's personnel file and file containing medical records and information.
- 15.03 Medical information received by the Employer respecting an Occasional Teacher will be accessible only to the Occasional Teacher, their authorized representative or Employer officials requiring such information in the course of the performance of their duties. The Employer shall ensure the files are stored in a secure location and in a confidential manner. Any employee accessing the files shall not be a member of this

bargaining unit unless authorized by the employee. No information from an employee's medical records shall be given to any person or party unless the Occasional Teacher has provided written consent.

- 15.04 Copies of the following documentation will be provided to the Occasional Teacher:
- Occasional Teacher Performance Appraisal documents
 - Documents pertaining to conduct
- 15.05 The signature of an Occasional Teacher on any document referenced in 15.04 shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents. A copy of the document(s) shall be given to the Occasional Teacher.
- 15.06 If an Occasional Teacher disputes the accuracy or completeness of information in the personnel file the Employer shall, where possible, within fifteen (15) days from the receipt of a written request by the Occasional Teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the Occasional Teacher, in writing, of its decision including reason for that decision.
- Where the Employer amends such information per the above, the Employer shall, at the request of the Occasional Teacher, attempt to notify all persons who received a report based on inaccurate information
- 15.07 Where an Occasional Teacher authorizes, in writing, access to the Occasional Teacher's personnel file by another person acting on the Occasional Teacher's behalf, the Employer shall provide such access by appointment, as well as copies of materials contained therein.
- 15.08 The Employer shall provide an employment information statement to any Occasional Teacher upon a written request.
- 15.09 Disciplinary material, including non-disciplinary letters of expectation, shall not be referred to following two (2) years of active employment after the date of issue provided there has been no similar disciplinary action in the intervening period. Such material shall be removed from the teacher's personnel file and returned to the teacher upon the teacher's written request.

ARTICLE 16 – COLLECTIVE AGREEMENT COPIES AND UNION INFORMATION

- 16.01 The Employer shall provide electronic access to the current Collective Agreement in force between the Employer and the Union on its intranet site.
- 16.02 The Employer shall provide each newly hired Occasional Teacher with a copy of this Collective Agreement on appointment.

ARTICLE 17 – MEDICAL PROCEDURES

- 17.01 Except for programs of general application throughout the system, an Occasional Teacher shall not be required to do any medical or physical procedures for pupils. Such procedures include routine administration of medication, catheterization, lifting a pupil, physiotherapy, feeding students, post-urinal drainage, manual expression of the bladder, toileting assistance, and any other medical or physical procedures. The administration of these procedures shall be by health services and/or other qualified personnel.

It shall not be part of the duties and responsibilities of an Occasional Teacher to examine pupils for communicable conditions or diseases.

ARTICLE 18 – SERVICES NOT REQUIRED, LATE CALLS AND EMERGENCY SCHOOL CLOSURES

- 18.01 An Occasional Teacher who is called for a half day assignment, who reports, and who finds that their services are not required shall be paid a half-day's pay for reporting to duty.
- 18.02 If the Occasional Teacher has been called in for a full-day assignment, they shall be paid a full day's pay for reporting for duty if they find that their services are not required.
- 18.03 Where less than two (2) hours' notice of an occasional teaching assignment has been given, the Occasional Teacher shall be given a reasonable amount of time to arrive at the school with no loss of pay.
- 18.04 A Long Term Occasional Teacher shall be paid the regular rate for any day within the term of the assignment on which the school is closed or the regular teachers are not required to come to school due to special climatic or catastrophic conditions. A casual Occasional Teacher will not be paid on days when school is closed or regular teachers are not required to come to school due to special climatic or catastrophic conditions.

ARTICLE 19 – PAID SICK LEAVE and SHORT TERM LEAVE DISABILITY PLAN (STLDP)

Sick leave provisions are provided in section C9.0 of Part A- Central Terms.

ARTICLE 20 – OCCUPATIONAL HEALTH AND SAFETY

- 20.01 The parties agree that Occasional Teachers, Supervisors and Employers have rights and obligations with respect to protecting the health and safety of workers, under the Occupational Health and Safety Act, which is administered by the Ontario Ministry of Labour.

ARTICLE 21 – STRIKES AND LOCKOUTS

- 21.01 No Occasional Teacher shall be requested or required to perform the duties of any employee of the Employer who is engaged in a lawful strike.

ARTICLE 22 – CORRESPONDENCE

- 22.01 All correspondence between the parties arising out of this Collective Agreement shall pass to and from Superintendent of Human Resources or Designate, and from the President of the Union or Designate.

ARTICLE 23 – PROFESSIONAL ACTIVITY DAYS

- 23.01 The Employer shall provide information to the Union about the professional development activities and in-service programs provided by the Employer.
- 23.02 A Professional Activity Day shall not interrupt the continuity of an occasional teaching assignment.
- 23.03 A Long Term Occasional Teacher whose assignment extends over a period which includes a scheduled Professional Activity Day or in-service program shall be paid for such day provided that the Occasional Teacher participated in the scheduled professional activity or in-service program.
- 23.04 A casual Occasional Teacher may attend, without pay, scheduled Professional Activity Days and in-service programs arranged by the Employer. Requests are to be made in writing to the Superintendent of Human Resources or Designate.

ARTICLE 24 – ELECTRONIC SUPPORT SYSTEM

- 24.01 During the term of the collective agreement the Employer will be converting several administrative applications to an electronic format. For the purposes of this

agreement, the Employer agrees to notify the Union of these changes prior to implementation.

ARTICLE 25 – EVALUATION OF TEACHER PERFORMANCE

- 25.01 Long Term Occasional Teacher performance appraisals shall be conducted in accordance with the requirements of the “Occasional Teacher Evaluation: Provincial Framework and Evaluation”.
- 25.02 Only Supervisory Officers, Principals and Vice-Principals, who are members of the Ontario College of Teachers, shall evaluate an Occasional Teacher’s competence.
- 25.03 An Occasional Teacher shall be entitled to due process with respect to the evaluation of their performance.
- 25.04 A teacher shall have the right to Union representation at meetings where the results were rated unsatisfactory.
- 25.05 The Union has the right to grieve any aspect of the performance appraisal process of an Occasional Teacher. The filing of the grievance shall not interrupt the continuation of the performance appraisal process.
- 25.06 The Employer shall notify the Bargaining Unit President when a teacher is to receive a performance appraisal which was rated unsatisfactory within three (3) work days.

ARTICLE 26 – SCHOOL YEAR

- 26.01 The length of the school year shall be the minimum required under the Education Act.
- 26.02 Long Term Occasional Teachers who agree with a request from the Employer to work outside the designated school year shall be paid at their daily rate for a number of days equal to the number of days worked.

ARTICLE 27 – USE OF EMPLOYER PREMISES

- 27.01 The Employer shall provide bulletin board space at an appropriate location in each work place upon which the Bargaining Unit may post notices relating to matters of interest to its members.
- 27.02 Upon reasonable notice and subject to availability, the Bargaining Unit will be permitted to use school facilities for meetings of Bargaining Unit members outside

regular business hours. Any additional direct cost associated with such use shall be reimbursed to the Employer by the Bargaining Unit.

- 27.03 The Employer shall provide, at no cost to the Bargaining Unit, access to the Employer courier system at the District Office and at the Employer's secondary schools.

27.04 Mailboxes

The Employer agrees to provide a mailbox in each secondary school campus for the distribution of mail to Occasional Teachers.

The Union agrees to ensure that an OSSTF member at each worksite has been designated as responsible for maintaining the mailbox, ensuring that the materials are appropriately distributed and disposed of when no longer of use. The name of such member shall be shared with school administration at the beginning of each school year and upon any change of the designated member.

27.05 Access to Workspaces

The parties acknowledge the importance of the safety and security of all staff therefore the school will provide daily Occasional Teachers with keys/codes for the appropriate classrooms and workspaces relevant to their daily assignment. It shall be the responsibility of the occasional teacher to follow established school protocol for allocation and return of keys/codes.

ARTICLE 28 – CRIMINAL BACKGROUND CHECKS

- 28.01 The Employer shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 of the Education Act, as amended from time to time, are stored in a secure location and in a confidential manner.
- 28.02 The Employer shall not release any information regarding an Occasional Teacher obtained pursuant to Regulation 521/01 of the Education Act as amended from time to time except for the purpose of exercising its legal rights or obligations.
- 28.03 The Employer shall not release or report to the Ontario College of Teachers any information about a teacher obtained pursuant to Regulation 521/01 of the Education Act, as amended from time to time, except as required by law.

ARTICLE 29 – PROFESSIONAL DEVELOPMENT FUND

The Employer shall establish a professional development fund for the Occasional Teachers on the Occasional Teacher Roster in the secondary panel to be applied in each school year for the benefit of improving the delivery of educational programs and services to the secondary school students to the amount of \$6,000.00.

The fund shall be administered by a joint committee comprising:

- The President of the Bargaining Unit or designate
- One representative of the Secondary School Administrators' Association
- One representative at large from the Occasional Teacher List as selected by the Bargaining Unit

LETTER OF UNDERSTANDING

Between

The Upper Canada District School Board

And

Occasional Teachers Bargaining Unit of District 26

RE: Technology Allowance

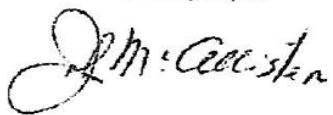
The Employer will strive to ensure Occasional Teachers have adequate means to support students while replacing a Contract Teacher. Discussions on this item will be brought forward through Occasional Teacher-Board Relations Committee.

COLLECTIVE AGREEMENT
BETWEEN
UPPER CANADA DISTRICT SCHOOL BOARD
AND
OSSTF-OT District 26

Signed in Brockville, Ontario

For the Employer

For the Union



John McAllister
Chair

Apr. 13/21

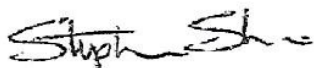
Date



President

April 20/21

Date



Stephen Sliwa
Director

30 March 2021

Date



Chief Negotiator

April 20/21

Date

Collective Agreement

Between



The Upper Canada District School Board
District Board #26
(hereinafter called "Employer" or "Board")

And



The Ontario Secondary School Teachers' Federation
(hereinafter called "OSSTF" or "Union")

representing

The Secondary Teachers of District 26 of the OSSTF
Employed by the Board
(hereinafter called the "Bargaining Unit")

September 1, 2019
to
August 31, 2022

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PART A – CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or

- ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the School Boards Collective Bargaining Act central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee’s disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.

- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.

- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute

regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days

- worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 - September 1, 2019: 4%
 - September 1, 2020: 4%
 - September 1, 2021: 4%
 - iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.

- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a

change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.

- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.

- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORMS

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)		Employee Signature:									
Employee ID:		Telephone No:									
Employee Address:		Work Location:									
1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one:											
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3											
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.											
First Day of Absence: _____		General Nature of Illness (please do not include diagnosis): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (please specify):</td> <td><input type="checkbox"/> Other (please specify):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Other (please specify):										

<input type="checkbox"/> Bending/twisting repetitive movement of (<i>please specify</i>):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (<i>Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>)				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days			Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours			Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

LETTER OF AGREEMENT #1

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.
- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
 - a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
 - b) Discussions may only include local language pertaining to class size and PTC or equivalent.
 - c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
 - d) All reasonable requests for data related to class size will be shared by both parties.

- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non- semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:
For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.
- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:
Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

Re: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

Re: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

Re: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

Re: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

Re: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

Re: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- i. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- ii. enroll all eligible teachers into the LTD program;
- iii. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- iv. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- v. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- vi. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- i. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- ii. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- iii. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;

- iv. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- v. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- vi. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- i. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- ii. Support the mandatory early intervention process by providing contact information where required;
- iii. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- iv. provide teachers with the appropriate claims applications in the event of disability
- v. support, complete and submit the employer statement in the LTD claim process;
- vi. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- i. Provide LTD insurance to eligible OSSTF teachers;
- ii. provide the group policy/plan document to Employers and teachers;
- iii. provide claims kits to Employers that provide supporting information about the administrative procedures;
- iv. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- v. provide access to teachers on the LTD coverage information;
- vi. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- vii. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- viii. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

Re: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

Re: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

Re: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

Re: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

HISTORICAL LETTER OF AGREEMENTS

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

**LETTER OF AGREEMENT #4
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its

members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.

- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
 - A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier’s most recent yearly statement for the year ending no later than August 31, 2015.
 - The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- If available, the paid premiums or contributions or claims costs of each group; or
 - Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.
- Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits

nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

- 4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:
- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
 - b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
 - c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
 - d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
 - e. An amount of \$300 per FTE, in addition to (d) will be provided.
 - f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
 - g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
 - h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
 - i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.

- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;

- d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
- a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

**LETTER OF AGREEMENT #6
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year. Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

PART B - LOCAL TERMS

ARTICLE 1 – PURPOSE

- 1.01 It is the intent and purpose of the Parties to this Collective Agreement, hereinafter referred to as “the Agreement”, to set forth the terms which have been mutually agreed upon and which shall be applicable to all teachers of the Bargaining Unit, including teachers on a Letter of Permission during the currency of the letter of permission and the Employer during the effective period of the Agreement.
- 1.02 It is the intent of the parties to maintain harmonious relationships in the co-operative endeavour to deliver the highest quality of educational services to students in the secondary panel.

ARTICLE 2 – EFFECTIVE PERIOD

- 2.01 No changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- 2.02 There shall be no strike or lockout during the term of this Agreement. The terms “strike” and “lockout” shall have the meaning ascribed to them in the Ontario Labour Relations Act, the Education Act, and the School Board Collective Bargaining Act.

ARTICLE 3 – RECOGNITION

- 3.01 The Employer recognizes the OSSTF as the exclusive bargaining agent of all teachers, including temporary teachers (teachers on a Letter of Permission) as defined in the Education Act, who are employed in its secondary panel.
 - 3.01.01 The Surplus and Redundancy provisions (Article 21) shall not apply to temporary teachers.
 - 3.01.02 Should a temporary teacher, while on the currency of a Letter of Permission, receive an Interim Certificate of Qualifications or Certificate of Qualifications from the Ontario College of Teachers, the temporary teacher shall
 - a. no longer be considered a temporary teacher and shall be considered a teacher under the Education Act;
 - b. have an entitlement; and
 - c. have rights to the Surplus and Redundancy provision recognized at the date of their certification.
- 3.02 OSSTF members who are appointed to "Out of School Assignments" as per Article 43 into the position of Consultant/Coordinator/Special Assignment Teacher shall be deemed to perform the majority of their duties in the secondary panel and shall retain their OSSTF Bargaining Unit affiliation for the period they remain in the position.

- 3.03 The Employer recognizes the negotiating team appointed by the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- 3.04 The Parties recognize the right of each to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.05 In negotiations for a new or renewal collective agreement, each of the parties recognizes the right of the other party to be represented by a committee of not more than six (6) persons, inclusive of a chief spokesperson. The parties shall confirm with each other in writing the names of the representatives and any substitutions that may be made from time to time.
- 3.06 The Employer and the Bargaining Unit agree that all letters and appendices attached shall form an integral part of the Collective Agreement.

ARTICLE 4 – CATEGORY DEFINITIONS AND TEACHER QUALIFICATIONS

- 4.01 Category definitions shall be those established by the Ontario Secondary School Teachers' Federation or by the Qualifications Evaluation Council of Ontario (QECO), the provider stated in Section C6.00 of Part A – Central Terms. For the purpose of salary categorization the Employer recognizes the Certification Rating Statement issued by the OSSTF Certification Division or by QECO. Teachers shall be paid in accordance with their Certification Rating Statement based on the current Ontario Secondary School Teachers' Federation Certification Plan or by QECO.
- 4.02 It shall be incumbent upon the teacher to provide documented proof in the form of a Group Rating Statement from the OSSTF or by QECO as to the teacher's appropriate group classification in accordance with Article 4.01 hereof.
- 4.03 A teacher who qualifies for a change in category shall receive the appropriate differential remunerative amount within thirty (30) days of receipt of the revised Certification Rating Statement by the Employer. Where documents are submitted to OSSTF or by QECO on or before December 31st, a teacher shall receive an adjustment in salary retroactive to September 1st of that school year. The teacher shall notify the Employer in writing of such a submission being made. Where documents are submitted to OSSTF or by QECO on or after January 1st, and on or before June 30th, a teacher shall receive an adjustment in salary retroactive to January 1st of that school year, when the notification of the change is subsequently received. Notwithstanding the above, teachers, who have given written notice to the Employer that they have made application for such change in category, and who through no fault of their own are unable to provide the Certification Rating Statement by December 31st or June 30th, shall not be penalized.
- 4.04 All teachers employed on Letters of Standing shall be paid according to their Letter of Evaluation from OSSTF or by QECO with the appropriate category placement.
- 4.05 All teachers employed on Interim Certificates of Qualifications shall be paid according to their Letter of Evaluation from OSSTF or by QECO with the appropriate category placement.

ARTICLE 5 – SALARY SCHEDULE

- 5.01 For each teacher, the teacher's annual salary shall equal the teacher's base salary plus allowances.
- 5.02 Part-time teachers shall be paid their salary in the ratio that the teacher's scheduled time bears to that of a full-time teacher.
- 5.03 Effective the Sept 1, 2019, the salary schedule for every teacher shall be as follows:

Years of Experience	Step	Group 1	Group 2	Group 3	Group 4
0	1	49,410	50,741	53,304	56,529
1	2	52,067	53,670	56,714	60,415
2	3	54,722	56,736	60,124	64,303
3	4	57,379	59,806	63,527	68,191
4	5	60,033	62,870	66,935	72,079
5	6	62,689	65,937	70,848	75,975
6	7	65,350	69,001	74,756	79,871
7	8	68,414	72,071	78,670	83,765
8	9	71,480	75,137	82,581	87,661
9	10	75,021	78,683	86,949	92,089
10	11	78,558	82,234	91,315	96,521
11	12	82,099	85,779	95,685	100,948

Effective the Sept 1, 2020, the salary schedule for every teacher shall be as follows:

Years of Experience	Step	Group 1	Group 2	Group 3	Group 4
0	1	49,905	51,249	53,838	57,095
1	2	52,588	54,207	57,282	61,020
2	3	55,270	57,304	60,726	64,947
3	4	57,953	60,405	64,163	68,873
4	5	60,634	63,499	67,605	72,800
5	6	63,316	66,597	71,557	76,735
6	7	66,004	69,692	75,504	80,670
7	8	69,099	72,792	79,457	84,603
8	9	72,195	75,889	83,407	88,538
9	10	75,772	79,470	87,819	93,010
10	11	79,344	83,057	92,229	97,487
11	12	82,920	86,637	96,642	101,958

Effective the Sept 1, 2021, the salary schedule for every teacher shall be as follows:

Years of Experience	Step	Group 1	Group 2	Group 3	Group 4
0	1	50,405	51,762	54,377	57,666
1	2	53,114	54,750	57,855	61,631
2	3	55,823	57,878	61,334	65,597
3	4	58,533	61,010	64,805	69,562
4	5	61,241	64,134	68,282	73,528
5	6	63,950	67,263	72,273	77,503
6	7	66,665	70,389	76,260	81,477
7	8	69,790	73,520	80,252	85,450
8	9	72,917	76,648	84,242	89,424
9	10	76,530	80,265	88,698	93,941
10	11	80,138	83,888	93,152	98,462
11	12	83,750	87,504	97,609	102,978

- 5.04 Each teacher shall be placed on the salary schedule in accordance with their category rating statement and recognized years of teaching experience. Until a category rating statement has been provided by the teacher, such teacher shall be paid on Group 1 of the salary schedule.
- 5.04.01 Should a temporary teacher, while on the currency of a Letter of Permission, receive an Interim Certificate of Qualifications or Certificate of Qualifications from the Ontario College of Teachers, the temporary teacher shall be retroactively paid to the date of hire as a temporary teacher, at the appropriate Group.
- 5.05 For initial grid placement, the following provisions shall apply:
- all teaching experience, including long-term occasional teaching experience, acquired in a secondary or elementary school in Canada.
 - other teaching experience deemed relevant by the Employer to the teacher's assignment shall be recognized to the maximum for the applicable category, such as continuing education credit courses, teaching experience in a College of Applied Arts and Technology, University, or Faculty/College of Education or teaching in an elementary or secondary school outside Canada shall be recognized on the basis of one grid step for every year of such experience to maximum of category.
 - other related experience in a profession, industry or trade, deemed relevant by the Employer to the teacher's assignment shall be recognized on the basis of one grid step for every two years of such experience to maximum of category and provided that such experience has not been used to satisfy entrance requirements to a Faculty of Education in pursuit of a degree or diploma in education.
 - the teacher will make every reasonable effort to ensure that the Human Resources Department is provided all relevant documentation as per 5.0.5 a), b), c).
 - where the sum of experience calculated in a, b, c above results in partial years 0.5 or greater shall be rounded up and 0.4999 or lesser shall be rounded down.

- f. incremental advances on the salary grid shall be implemented as of September 1st of each year.
- 5.06 For purposes of advancing on the salary schedule, full-time teaching, part-time teaching and periods of less than a year shall be accumulated. This includes teaching experience from continuing education credit courses or elementary teaching experience with the Employer.
- This shall also include teaching experience in an elementary or secondary school within Canada. It is understood that only experience from September 1, 2015 forward shall be considered. The teacher must provide official confirmation of experience to the Board no later than September 30th each following year.
- Effective on and after September 1, 2002, a part-time teacher who obtains an additional assignment as a long-term occasional teacher of the Employer, shall have such teaching experience recognized for the purpose of advancing on the salary schedule.
- Such experience outlined above shall be added to previously accumulated experience. Where the accumulated total results in partial years, 0.5 or greater shall be rounded up and 0.499 or lesser shall be rounded down.
 - In no event shall the accumulation of such experience exceed one full year's credit within the period from September 1 to August 31, inclusive.
 - Incremental advances on the salary grid shall be implemented as of September 1st of each year.
- 5.07 A teacher who has a post graduate degree that is not used for category placement for that teacher shall receive an annual allowance as provided below:

	Effective Sept 1, 2019	Effective Sept 1, 2020	Effective Sept 1, 2021
A Master's Degree	\$1,064/a	\$1,075/a	\$1,086/a
Ph.D. or Doctorate	\$1,466/a	\$1,481/a	\$1,496/a

- 5.07.01 In no case shall a teacher receive more than one (1) allowance under this article. An eligible teacher holding a Ph.D. degree or Doctorate will be paid for the higher degree only.
- 5.07.02 The onus shall be on the teacher to provide a statement that a degree other than from a Canadian university is recognized by a Canadian university or by the Ontario Ministry of Education.
- 5.07.03 Notwithstanding Article 5.07 above, effective September 1, 2008 teachers who are in receipt of an additional degree allowance as provided for by the former Prescott-Russell predecessor Board, shall continue to receive an annual Master's degree allowance, or an annual Ph.D. allowance as provided below:

	Effective Sept 1, 2019	Effective Sept 1, 2020	Effective Sept 1, 2021
A Master's Degree	\$1,380/a	\$1,394/a	\$1,408/a
Ph.D. or Doctorate	\$1,593/a	\$1,609/a	\$1,626/a

5.07.04 No teacher in receipt of post graduate degree allowance(s) prior to September 1, 2004, shall be negatively impacted.

5.08 Program Leaders shall receive an annual allowance above grid placement in accordance with the following:

	Effective Sept 1, 2019	Effective Sept 1, 2020	Effective Sept 1, 2021
Program Leaders	\$4,625/a	\$4,672/a	\$4,719/a

5.08.01 Should a teacher begin or end a Program Leadership Position that occurs out of cycle, the allowance identified in Article 5.08 will be pro-rated with the following formula:

Monthly Rate: Yearly Rate divided by 10

a) Obtain a Position:

- Between the 1st to the 15th of a month, they shall be paid for a full month;
- Between the 16th to the end of a month, they shall be paid for half of a month;

b) Vacating a Position:

- Between the 1st to the 15th of a month, they shall be paid for a half of a month;
- Between the 16th to the end of a month, they shall be paid for a full month;

This only applies to Program Leadership Positions that do not fall under the standardized two-year cycle.

5.09 Education Coordinators shall receive an annual allowance above grid placement in accordance with the following:

	Effective Sept 1, 2019	Effective Sept 1, 2020	Effective Sept 1, 2021
Coordinators	\$7,207/a	\$7,280/a	\$7,353/a

5.10 No teacher covered by this agreement shall be paid more or less than any other teacher of equal qualifications, recognized experience and responsibility.

5.11 Employment Insurance Rebate

The Employer shall pay to the Bargaining Unit forthwith on or before the end of each school year, the Employment Insurance rebate applicable to the Bargaining Unit members and provide to the President of the Bargaining Unit full particulars with respect to the amount remitted.

ARTICLE 6 – METHOD OF PAYMENT

- 6.01 Teachers shall be paid their annual salary entitlement in twenty-six (26) biweekly instalments. Salary, subject to statutory or other authorized deductions, shall be paid on Fridays, by direct deposit to a financial institution, which participates in the National Electronic Funds Transfer System, as determined by the teacher.
- 6.02 A teacher, who leaves the employ of the Employer or commences an unpaid leave of absence during the school year, shall be paid any salary owing less required deductions up to the last day worked. Such payment shall be made within thirty (30) days of the termination of employment or commencement of a leave.
- 6.03 Full-time teachers who retire, resign, or take a leave of absence during the school year shall be deemed to have their full-time entitlement for the purpose of benefits and entitlements under the Collective Agreement, other than salary, up to date of retirement/resignation or commencement of the leave. Salary shall be prorated accordingly.
- 6.04 For a teacher leaving active employment during a semester, the calculation of salary owing shall be prorated during the semester based on the ratio of the number of days worked by the teacher over the number of work days in the semester.

ARTICLE 7 – UNION DUES

- 7.01 Pursuant to the Ontario Labour Relations Act on each pay date on which an employee is paid, the Employer shall deduct from each employee covered by this agreement the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining unit and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- 7.02 The OSSTF dues deducted in 7.01 shall be remitted to the
Treasurer of OSSTF
60 Mobile Drive
Toronto, Ontario
M4A 2P3
- no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N., annual salary, salary for the period, and the amount deducted as well as their home address and phone number. The Employer shall provide to the President of the Bargaining unit, on a monthly basis, documents to support all deductions from the pay of members in regard to OSSTF dues and levies.
- 7.03 The local levy specified by the Bargaining Unit in 7.01, if any, shall be deducted and remitted to the President of the Bargaining Unit, no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N., annual salary, salary for the period, and the amount deducted. Any monies so deducted under Article 7.00 shall be reflected as a deduction on employees' T4 slips.

- 7.04 OSSTF shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE 8 – PAYROLL DEDUCTIONS

8.01 Registered Retirement Savings Plans

The Employer shall administer a registered retirement savings plan through payroll deductions with the Ontario Teachers' Group. Teachers contributing to an RRSP payroll deduction plan may participate in a monthly contribution program via payroll deduction.

- 8.02 The Employer's only responsibility would be to deduct and remit contributions and would be saved harmless from any other implications with respect to the establishment of these particular plans.

ARTICLE 9 – SENIORITY

- 9.01 The Employer shall maintain a list of all Bargaining Unit members on staff with the Employer in order of acquired seniority.
- 9.02 Seniority shall be the length of continuous service with the Employer or its predecessor Employers as a Teacher of the Secondary Bargaining Unit from the first day worked after last being hired. Any approved absence including layoff with recall rights shall not be considered an interruption of continuous service.
- 9.03 The seniority list shall be ordered such that the most senior teacher is at the top of the list and the most junior is at the bottom.
- 9.04 The seniority list shall be made available electronically with an electronic copy forwarded to the President of the Bargaining unit no later than March 1st of each school year.
- 9.05 On the seniority list, teachers shall have identified their first day worked after last being hired, their assigned workplace and their entitlement.
- 9.06 Errors in the calculation of a teacher's seniority shall be brought to the attention of the Employer and the Bargaining unit in writing by the Teacher within ten (10) working days of the posting of the list.
- i) Any such error shall be resolved in (a) meeting(s) between the Bargaining Unit and the Employer
 - ii) Such changes shall be recorded in writing and an amended seniority list established and posted electronically with an electronic copy forwarded to the President of the Bargaining unit within twenty (20) working days of the initial posting of the list.
 - iii) Subsequent changes to the list so established shall indicate only additions and deletions to the list.
- 9.07 Newly hired teachers shall be added to the seniority list based on their first day of work and tie breaking criteria as outlined in 9.08.

- 9.08 Should a tie occur based on the first day of work, the following criteria shall be used to break the tie, if necessary:
- i) total years of secondary teaching experience with the Employer or its predecessor Employers; THEN
 - ii) total years of teaching experience with the Employer or its predecessor Employers; THEN
 - iii) total years of secondary school teaching experience in Canada; THEN
 - iv) total years of secondary Long-Term Occasional teaching experience in Canada; THEN
 - v) total years of experience recognized for pay purposes as per article 5; THEN
 - vi) by lot conducted by the Director of Education or designate and the Bargaining Unit President or designate.

The above criteria shall be applied and shown on the seniority list in advance for all teachers identified in clause 9.05.

In applying the above criteria, the steps shall be applied in order as required until the tie is broken.

ARTICLE 10 – STAFFING AND STAFFING GENERATION

- 10.01 The FTE classroom teaching staff assigned to credit courses shall be the number of FTE staff required to provide for an average class size of all secondary school classes, in the aggregate, of 23 to 1 and is subject to any applicable amendments to the Education Act or regulations.

A secondary school's Average Daily Entitlement in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class size regulation.

- 10.02 The number of FTE guidance teachers shall be calculated in accordance with the funding regulations.
- 10.03 The number of FTE teacher librarians shall be calculated in accordance with the funding regulations.
- 10.04 Allocations to Section 23 programs, Special Education and to central support positions shall be determined by the Employer in accordance with the provincial funding generated for each of these areas and budget decisions of the Employer.
- 10.05 The number of FTE staff allocated to schools for credit courses shall be used in the area for which it has been allocated.

ARTICLE 11 – JOINT SECONDARY STAFFING REVIEW COMMITTEE

- 11.01 A Joint Secondary Staffing Review Committee shall be established by September 30 and maintained from year to year.
- 11.02 The Joint Secondary Staffing Review Committee shall be established with equal representation between the Employer and the Bargaining Unit as follows:

- three (3) Union representatives, as designated by the President of the Bargaining Unit
 - three (3) Employer representatives, as designated by the Director of Education
- 11.03 The Employer shall determine the total number of FTE teachers required for the next school year based on the requirements of legislation, the projected enrolment and the provisions of the collective agreement. The Joint Secondary Staffing Review Committee shall review the calculations and the resulting system-wide and school allocations to classroom credit courses, Guidance, Library, non-credit Special Education, e-Learning and Student Success.
- Following review of the system and school allocations by the Joint Secondary Staffing Review Committee, the Employer shall advise the principals of the school and system allocations described in Article 11.03 above.
- 11.04 The Joint Secondary Staffing Review Committee shall review the distribution of each school's allocation to classroom credit courses, Guidance, Library, non-credit Special Education, e-Learning and Student Success at least twice during the school year.
- 11.05 The Employer shall provide the Joint Secondary Staffing Review Committee with each school's timetable showing each teacher's assignment no later than five (5) weeks from the start of first semester and no later than three (3) weeks into the second semester.
- 11.06 The Joint Secondary Staffing Review Committee shall monitor the application of surplus and redundancy procedures, as set out in Article 21.

ARTICLE 12 – IN-SCHOOL STAFFING COMMITTEE

- 12.01 An In-School Staffing Committee shall be established by September 30 and maintained from year to year in each secondary school.
- 12.02 The In-School Staffing Committee shall be comprised of the following school personnel:
- the OSSTF Branch Steward or designate;
 - a second representative from the Branch Executive;
 - the Principal;
 - the Vice-Principal.
- 12.03 The role of the In-School Staffing Committee shall be:
- to review the staffing allocation provided to the school, as described in Article 11.03 above;
 - to review class size data records for co-op education teachers;
 - to review the instructional and supervisory assignments of Teachers as determined by the Principal;
 - to review the list of Teachers who are declared redundant;
 - to review preliminary determinations regarding Teachers who may be surplus to the school, prior to such surplus declarations;

- 12.04 The Committee may seek the advice of the Joint Secondary Staffing Review Committee on matters within the scope of the Committee's authority.
- 12.05 The In-School Staffing Committee shall meet as required in the spring prior to the Staff Placement Meeting, once prior to the end of September, and within three weeks following the commencement of second semester.

ARTICLE 13 – TEACHER WORKLOAD

13.01 Each full-time Teacher shall be assigned a maximum of 6.0 periods in a school year.

13.01.01 In schools where Multi-Subject Instructional Periods (MSIP) exist, assignments in one 60-minute period shall count as one period of assignment.

13.01.01.01 For each period of assignment defined in 13.01 allocated in a semester, a teacher shall be assigned an additional 22.5, 60-minute periods in that same semester. Such additional assignments shall be to an MSIP period.

A teacher assigned to a non-credit course in a semester may be assigned, in lieu of MSIP periods, the additional 22.5, 60-minute periods within the same non-credit course assignment in that same semester. The teacher shall be advised prior to the beginning of the semester.

A teacher shall not be assigned more than one MSIP period (or equivalent) per day.

13.01.01.02 No more than 31 students shall be allocated to any one MSIP period.

13.01.02 In schools in which a 5th-period exists and is not defined in 13.01.01, one 60-minute period per day shall count as a repeat period.

13.01.02.01 A teacher shall not be assigned more than one repeat period per day.

13.01.02.02 Class caps for repeat periods shall be the same as the course in which is being repeated.

13.01.03 When making such assignments to a Teacher, the Principal shall limit the number of half-credit assignments to two (2) per year and consider the preference of the teacher with respect to a half-credit assignment. Upon consent, in writing, a teacher may accept more than two (2) half-credit assignments per year.

13.01.04 The Principal shall make every reasonable effort to limit a teacher's assignment of multi-level, multi-grade or multi-subject courses to one per year.

13.02 To ensure the safety of students and to support the learning environment, teachers will be assigned additional Alternative Professional Assignments which shall be comprised of a combination of on-calls, student supervision, student mentorship and teacher mentorship.

- 13.02.01 On an annual basis, teachers shall be assigned the following total number of half-periods of Alternative Professional Assignments:

Effective Date	# of half-periods in Non-MSIP School	# of half-periods (30 minute) in MSIP School
Sept 1, 2019	42	52

- 13.02.02 No more than 60 percent of the half-periods as outlined in Article 13.02.01 shall be assigned as on-calls to any teacher.

- 13.02.03 Supervision assignments may include study hall, lunch duty, Computer Site Administration, bus supervision, and/or other supervision of students, as determined by the Principal in consultation with the In-School Staffing Committee. All such supervision assignments will be distributed equitably amongst teachers.

- 13.02.04 A teacher shall not be assigned more than one (1) half period of supervision, or on-call in a day or more than two (2) half periods in one week. Notwithstanding the above, upon mutual agreement between the teacher and the principal, a teacher may be assigned two (2) half periods of on-call, or a half period of supervision with a half period on call, in one day.

- 13.02.05 Alternative Professional Assignments shall be exclusive of the daily 5-minute home form and shall be assigned within the school day.

For the time where the OSSTF worksite Health and Safety Representatives do site inspections outside of their assigned time, the representative shall be credited with Alternative Professional Assignments equal to the time outside of their assigned time.

- 13.03 A part-time Teacher's workload, as defined in Article 13.01 and 13.02, shall be prorated in the ratio that the teacher's assignment bears to a full-time assignment. Such prorating shall be administered in accordance with the following chart:

# of Periods assigned during the School Year	Yearly FTE Status
6	1.00
5	0.83
4	0.67
3	0.50
2	0.33
1	0.17

- 13.04 Teachers shall not be assigned duties during the instructional day, other than those outlined above. Time during the instructional day not assigned shall be used by the Teacher for preparation, marking and related professional duties. Time not assigned shall not be less than 4 periods per a 5 day work week.

- 13.05 Except by mutual agreement of the classroom teacher, the Board and the Bargaining Unit, no Teacher shall be assigned more than 3.0 of the 6.0 assignments as per article 13.01, in a semester.

13.06 Unless otherwise agreed by the Employer and the Bargaining Unit, periods shall be:

Timetable	4 Period Day	5 Period Day
Minutes per period of assignment	75	60

13.07 No Teacher shall be assigned more than 225 consecutive minutes of time without a break of a minimum of ten (10) consecutive minutes.

13.08 Each Teacher shall have a scheduled interval between classes for a lunch break which shall be not less than forty (40) consecutive minutes every day and which shall be free of any assigned duties and between the hours of 10:00 a.m. to 1:30 p.m. in schools where the first instructional period normally begins prior to 8:30 a.m., 10:30 a.m., and 2:00 p.m. otherwise.

13.09 Extra-curricular activities are voluntary and the Employer agrees to continue to regard such activities as voluntary.

13.10 The following maximum class sizes shall not be exceeded:

	Effective Sept 1, 2014	
	Max	Flex
University	29, +1	
Academic	27, +1	
University/College	27, +1	
College	27, +1	
Applied, Open (intermediate level)	23, +1	
Open (senior level)	26, +1	
Workplace	18, +1	
Essential, Pathways, Workways, Literacy, Learning Strategies, PAL/Transitions	14, +1	
Technical Shops*, Family Studies practical classes where equipment being used poses a safety hazard	18, +1	
Co-op (each 1.0 credit assigned to a co-operative education teacher shall be deemed equivalent to a 1.0 pupil)	24, +1	
Dual Credits (each 1.0 credit assigned to a dual credit teacher shall be deemed equivalent to a 1.0 pupil)	21, +1	

**Grade 9 Integrated Technology courses where students use stationary powered equipment, compressed air tools, torches, hand-held power tools (designed to shape, cut, grind, or bore holes into materials), and/or equipment required by the Employer to have a "Stop" sign affixed to them shall be considered a class where "equipment being used poses a safety hazard", regardless of the frequency and regularity of use of such tools or equipment*

13.10.01 The maximum number of students in a class that contains more than one course shall be the lowest maximum of the courses represented.

13.10.02 Prior to the twelfth (12th) working day of the first and second semester, a class may exceed the maxima outlined in this article.

13.10.02.01 By the twelfth (12th) working day of the first and second semester, an individual teacher's class size may be no more than the maximum, plus the applicable flexibility for that class and no teacher's total number of students in a semester shall exceed the sum total of the

applicable maxima (excluding the applicable Flexibility), plus three (3) students.

- 13.10.03 Students registered and assigned to a teacher in a semester for 3-credit or 4-credit co-op shall, for the purposes of counting maximum class size, count as 2.0 credits, provided the teacher is only assigned co-op in that semester or provided the teacher is assigned two (2) periods of co-op in that semester and both periods are either scheduled in the morning or in the afternoon.

In order to fulfill these duties, the co-op teacher shall be deemed to have completed the following number of APAs in that semester:

$$\frac{[(\text{prorated yearly APA totals}) \times (\text{the number of co-op periods assigned in that semester})]}{(\text{the total number of periods assigned in the year})}]$$

The co-op teacher shall also be deemed to have completed the following number of MSIP assignments in that semester:

$$\frac{[(22.5 \text{ periods of MSIP}) \times (\text{the number of co-op periods assigned in that semester})]}{1}$$

- 13.10.04 The Employer and the union shall work cooperatively to monitor the application of the class size maxima. In doing so, the Employer shall provide OSSTF with reports and data that may be agreed by the parties and actual counts of the co-op credits assigned to each co-op teacher for each co-op period, initialled by the Principal and the co-op teacher.

The Joint Secondary Staffing Review Committee shall decide the class size for any course that appears not to fit within the parameters of the chart.

13.11 Mixed Schools

OSSTF member's assigned workload below the grade 9 level shall be required to provide consent, in writing, prior to beginning of the assignment, annually. The Employer shall notify the Bargaining Unit of the assignment prior to the beginning of the assignment, annually.

ARTICLE 14 – SCHOOL YEAR

- 14.01 The length of the school year shall be the minimum required under the Education Act.

- 14.02 A Teacher shall not be required to work any days preceding the official start of the school year for students, unless the school year calendar must include a day preceding the official start of the school year for students in order to comply with the minimum number of days in a year under the Act.

- 14.03 Teachers who agree with a written request from the Employer to work outside the designated school year shall receive compensating days equal to the number of days worked, to be scheduled at the time of their choosing during the course of the school year. No more than ten percent (10%), increased to the next highest whole number, of the teachers in any one school shall use the compensating days or personal days on any

one day. The duties of the Teacher who is taking compensating days shall not be assigned to another member of the Bargaining Unit.

ARTICLE 15 – BENEFITS

15.01 Benefits

15.01.01 Benefits are provided in Section C7.0 of Part A – Central Terms.

15.02 A spouse is defined as a person in a same-sex relationship, a common law relationship, or in a married relationship.

15.03 Long-Term Disability

Long-term disability provisions are provided in Section C7.11 of Part A - Central Terms

15.04 Employee & Family Assistance Program

Each teacher covered by this agreement shall have access to the Board's Employee & Family Assistance Program. Family coverage shall include the teacher, their spouse, and/or dependent children as defined in the benefit plan.

ARTICLE 16 – SICK LEAVE AND GRATUITY

16.01 Sick leave provisions are also provided in Section C9.0 of Part A - Central Terms.

16.02 The Employer may require certification by a physician or a licentiate of dental surgery to support absences related to sickness. Such certification shall normally be required after five (5) consecutive working days. Upon production of a receipt, the Employer shall reimburse the teacher for the cost of obtaining such certification.

16.03 The Employer shall maintain a record of the teacher's credited sick leave and shall inform the teacher as to the crediting of the teacher's sick leave.

16.04 Retirement Gratuity

Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:

16.04.01 A teacher retiring from the teaching profession for the reason of health or age (the age at which a teacher is in receipt of a pension from the Teacher's Pension Plan Board), or any reason approved by the Board after (10) or more years of continuous service with the Board or predecessor Boards, shall be entitled to a retirement gratuity to a maximum of two hundred (200) days calculated using the following:

$$\frac{\text{Length of Service in years (maximum 20 years)}}{50} + 5 \times \frac{\text{Sick Day Credits (Maximum 200 days)}}{200} \times \frac{\text{Annual salary at the time of retirement}}{200}$$

16.04.01.01 Notwithstanding, any teacher hired prior to January 1, 1998 by the Leeds-Grenville, predecessor Board, shall be deemed, for the purposes of Article 16.04.01, to have 10 years or more of continuous service and shall be deemed to have 20 years of length of service for calculation purposes.

16.04.01.02 Notwithstanding, any teacher hired by the Lanark predecessor Board on or after September 1, 1978 (excluding those teachers on the permanent or probationary staff as of August 31, 1978) and prior to January 1, 1998, shall, effective September 1, 2004, receive a retirement gratuity calculated in 16.04.01.

Any teacher on the permanent or probationary staff as of August 31, 1978 in the former Lanark predecessor Board shall receive a retirement gratuity calculated in 16.04.01, OR

$$\frac{\text{Number of Years' Continuous Service (Maximum 25)}}{100} \times \text{Last Annual Salary Rate}$$

...whichever produces the greater result.

16.04.02 The retirement gratuity shall not exceed an amount equal to one-half (1/2) the annual salary of the teacher at the time of retirement.

16.04.03 In the event of the death of a teacher, either before or after retirement, benefits, if any, arising from this plan shall be paid to the named beneficiary in a letter sent to the Board by the teacher. If no letter has been sent to the Board by the teacher, benefits shall be paid to the estate of the deceased teacher.

16.04.04 Teachers who meet the definition for retirement as defined above and are in the last calendar year within which they are eligible for the commuted value of their pension, and take the commuted value of their pension, are deemed upon their retirement to be retired with pension and are eligible for their retirement gratuity in accordance with Article 16.04 of this collective agreement.

Note: It is understood that a teacher who has retired from the Board under Article 16.04.01 who has taken commuted value under Article 16.04.04 shall not be eligible to receive another retirement gratuity.

16.05 There may be times when an independent medical examination (IME) is required. Should an IME occur, the member shall receive a copy of the IME report.

ARTICLE 17 – LEAVES OF ABSENCE

17.01 Short-term Leaves

A teacher shall be granted a leave of absence with continuation of salary, benefits, and other entitlements in the following circumstances.

- 17.01.01 Bereavement and/or matters relating to the death of:
- 1) a spouse, parent, ward or a person in loco parentis, sibling, child, mother-in-law, father-in-law; a maximum of five (5) working days inclusive of burial at a later date.
 - 2) a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild; a maximum of three (3) working days inclusive of burial at a later date.
 - 3) an aunt, uncle, niece, nephew, spouse's grandparents or a close friend; a maximum of one (1) working day.
- Note: When the burial is occurring at a later date, a request for leave must be provided to the Principal 48 hours prior to the day of the leave.
- 17.01.02 The serious illness of a spouse, child or parent, up to a maximum two (2) days.
- 17.01.03 For working days on which the teacher is required to serve as a juror.
- 17.01.04 For working days on which the teacher is subject to an order of quarantine as verified by the appropriate Medical Officer of Health.
- 17.01.05 For working days on which the teacher is subject to subpoena as a witness in judicial or tribunal proceedings to which the teacher is not an accused person and provided that the party who caused the subpoena to be issued confirms the days on which the teacher is to give testimony.
- 17.01.06 Attendant on and coincident with the observance by the teacher of their religion to a maximum of five (5) days in a school year.
- 17.01.07 When in the opinion of the Principal or Vice-Principal, it is considered hazardous for teachers to travel to or from school or to be in school, then the teacher shall be excused so long as the hazard exists. If, in the opinion of the teacher, it is hazardous to travel, and the Principal disagrees, then the teacher shall have deducted one (1) day credit from a maximum of five (5) days per school year.
- 17.01.08 A teacher shall be entitled to two (2) personal leave days per school year for serious personal reasons. No more than ten percent (10%) of the teachers in any one school shall use the personal leave days on any one day. Except for unforeseen circumstances, the teacher shall make the request to the Principal at least twenty-four (24) hours in advance.
- 17.02 At the discretion of the Superintendent of Human Resources or designate, extension of leaves may be approved for a teacher on the terms and conditions as indicated in the written response to the request.
- 17.03 Family Medical Leave or Critically Ill Child Care Leave
- Family Medical Leave and Critically Ill Child Care Leave provisions are also provided in Section C8.0 of Part A - Central Terms
- 17.03.01 A teacher returning from Family Medical Leave or from Critically Ill Child Care Leave shall be re-instated to the same position held in the same worksite

prior to the leave, subject to the application of Surplus/Redundancy provisions.

17.04 Union Leaves

17.04.01 Leave of absence with continuation of salary, benefits and other entitlement shall be granted for Union activities in the district subject to the following limitations:

- a) A maximum of three (3.0) full-time equivalent teachers in any school year, provided that such leave for any teacher shall be in blocks of 0.5 or 1.0 only.
- b) Written request to the Superintendent of Human Resources or designate not later than May 15th in the school year preceding the leave identifying the teachers who will be on Union leave in the first semester and second semester of the following school year, or not later than December 15th in the current school year for Union leave in the second semester.
- c) Re-imbursement by the Bargaining Unit for the salary and benefits of replacement teachers. The salary cost of the replacement teachers shall be deemed to be those of a category 3 step 0 teacher on the salary grid and the twelve (12%) percentage for benefits for each full-time equivalent number of leaves taken. Effective this Employer's Participation Date in the Trust (as defined in the Central Terms), the salary cost of the replacement teachers shall be deemed to be those of a category 3 step 0 teacher on the salary grid for each full-time equivalent number of leaves taken.
- d) On return from Union leave, a teacher shall return to his/her school in a position similar to that held at the commencement of the leave and subject to Surplus/Redundancy provisions.

17.04.02 Members on Union Leave who access any paid and/or statutory leave as provided for in the Collective Agreement and/or in legislation shall be replaced by a member identified by the Bargaining Unit. Such replacement shall be at no additional cost to the Bargaining Unit.

17.05 Other Union Leaves

17.05.01

- a) A teacher who has been elected or appointed to an office with the provincial executive of OSSTF shall be granted a leave of absence for up to two (2) consecutive terms of office without salary, benefits or other entitlements provided written notice has been given to the Superintendent of Human Resources or designate on or before March 31st in the school year preceding the commencement of the leave.
- b) A teacher returning from a provincial Union leave shall so notify the Superintendent of Human Resources or designate in writing on or before March 31st in the school year preceding the return to teaching duty.
- c) On return from Union leave, a teacher shall return to their school in a position similar to that held at the commencement of the leave and subject to Surplus/Redundancy provisions.

d) Notwithstanding 17.05.01 a), the Employer may grant leave for (an) additional term(s).

17.05.02 Upon application to the Superintendent of Human Resources or Designate, by the OSSTF District 26, release time shall be granted to teachers to carry out Union activities at a local or provincial level. OSSTF District 26 shall reimburse the Employer, for the actual occasional teacher costs incurred in the release time of the teacher. Such release time shall not exceed two hundred (200) school days.

17.05.03 The Employer shall assume the occasional teacher costs for replacing teachers when Union representation is required by the Employer at meetings.

17.05.04 The Employer shall assume the occasional teacher costs, if any, to a maximum of four (4) teachers per meeting, to participate in collective bargaining with the Employer.

17.06 Teacher Self-Financed Leave Plans

17.06.01 Teachers enrolled in self-financed leave plans with the predecessor Employer shall have those plans honoured by the Employer.

17.06.02 The period over which salary is to be deferred and accumulated, the amount deferred, and the year in which the leave is to be taken shall be one of the following:

- a) One (1) semester deferral of one-quarter of annual salary in the semester followed by one (1) semester of leave.
- b) Two (2) semester deferral of one-third of annual salary in the year followed by one (1) semester of leave.
- c) Three (3) years deferral of one-quarter of annual salary in each year followed by one (1) year of leave.
- d) Four (4) years deferral of one-fifth of annual salary in each year followed by one (1) year of leave.
- e) Five (5) years deferral of one-sixth of annual salary in each year followed by one (1) year of leave.

17.06.02.01 Other Teacher Self-Financed Leave Plans

In these cases, the semester off must be taken in the final year of the Plan.

- Two (2) years deferral of one-fifth of annual salary in each year, followed by one semester of leave
- Five (5) Semesters or 2.5 years deferral of one-sixth of annual salary in each year, followed by one semester of leave.
- Three (3) years deferral of one-seventh of annual salary in each year, followed by one semester of leave.
- Seven (7) Semesters or 3.5 years deferral of one-eighth of annual salary in each year, followed by one semester of leave.
- Four (4) years deferral of one-ninth of annual salary in each year, followed by one semester of leave.

- Nine (9) semesters or 4.5 years deferral of one-tenth of annual salary in each year, followed by one semester of leave.

The amount of the current compensation amount deferred by the teacher under the plan cannot exceed 33 1/3% in any calendar year in accordance with the Income Tax Act.

Interest paid on trust fund accounts shall be the rate received by the Employer from its Chartered Bank and shall be calculated and credited in accordance with the chartered bank's regular schedule. Interest to be paid by the teacher on money advanced by the Employer shall be calculated in the same manner.

The year or semester (one-half) year leave may be taken in the second, third, fourth, or fifth year of the plan.

17.06.03 Application

A written application shall be delivered to the Superintendent of Human Resources or designate not later than April 1st in which is described the applicant's proposal with respect to a plan of salary holdback and timing of leave of absence.

17.06.04 Approval or Denial

The right to approve or to deny any application shall rest solely with the Employer. Written advice of approval or the reason for denial shall be delivered to the applicant not later than seven (7) working days from April 1st.

17.06.05 Definition

Entry into the plan shall be effective only on September 1st, and the duration of a leave of absence under this plan shall be from September 1st to August 31st unless by mutual agreement between the teacher and the Employer.

17.06.06 Salary Holdback

The salary withheld as per clause 17.06.02 shall be placed in an individual trust account in the name of the teacher. A statement, of the teacher's account, will be issued by the Employer to the teacher at the end of the school year.

17.06.07 Payment

- a) The teacher shall receive a salary in each year of the plan as determined by the 17.06.02.
- b) If the amount received by the teacher during the leave is more than the accumulated amount in that teacher's account, the teacher shall repay the difference plus interest. Repayment will be made by withholding a portion of the teacher's salary, in accordance 17.06.02, until the full balance is paid.

17.06.08 Benefit Plans

- a) Throughout the deferral, teacher's benefits shall be maintained as per the applicable Collective Agreement. During the leave, teachers may maintain benefits at their sole cost.
- b) The year or semester of absence shall not represent a break in service so far as seniority is concerned.
- c) There shall be neither accumulation nor utilization of sick leave credits during the year or semester of absence.
- d) The Employer and teacher shall comply with the regulations governing the Ontario Teacher's Pension Plan and Revenue Canada which may be amended from time to time.

17.06.09 Termination

- a) A teacher may withdraw from the originally agreed upon plan up to and including the 15th day of April preceding commencement of the leave of absence. Upon withdrawal, the sum accumulated in the trust including accrued interest shall be paid to the teacher within sixty (60) days following delivery to the Superintendent of Human Resources of written notification of withdrawal.

A member who is approved for self-funded leave on or after the date of ratification, and subsequently withdraws shall be subject to a \$200, one-time, administrative fee. This fee may be waived by the Superintendent of Human Resources if there are extenuating circumstances, which cause the member to withdraw from the plan.

- b) A declaration of redundancy shall be deemed to be written notice of withdrawal delivered to the Superintendent of Human Resources on the effective date of redundancy.
- c) In the case of death of a teacher prior to commencement of the leave of absence, the sum accumulated in the trust including accrued interest thereon, shall be paid to the estate of the teacher within sixty (60) days following the date of death. In the case of the death of the teacher during the leave of absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the teacher within sixty (60) days following the date of death.

17.06.10 Contract

Each teacher who is a participant in the plan shall execute a contract wherein are set out the terms and conditions of participation in the plan.

17.07 Part-Time Teaching at the Teacher's Request

- 17.07.01 All Teachers employed by the Employer for a period of one (1) year or more shall be eligible to reduce their teaching time during a school year, subject to the approval of the Superintendent of Human Resources or designate. Teachers shall not be allowed to reduce their teaching time in more than four (4) consecutive school years except by mutual agreement between the Employer and the Teacher. At the end of the period of reduced teaching

time, the teacher shall have the right to return to the teacher's previous entitlement, subject to the Surplus/Redundancy provisions.

- 17.07.02 For the purpose of reporting hours worked for Employment Insurance, the employer shall record each full work day as 8 hours worked. Employees who have worked or are deemed to have worked for 50% of the school year, shall, be deemed to have worked 776 hours.
- 17.08 When a teacher is absent from duty as the result of an accident for which compensation is being received by the teacher in accordance with the provisions of the Worker's Safety and Insurance Act the Employer will supplement such compensation payments to the teacher to the full salary of the teacher. It is understood that such a teacher shall incur no loss of sick leave or seniority and shall also continue to receive benefits and other entitlements outlined in this collective agreement.
- 17.09 Unpaid Leaves of Absence
- 17.09.01 In addition to the various types of leaves described in this Article, the Employer at its discretion, may grant other leaves of absence.
- 17.09.02 Any leave granted under this article shall be subject to the following provisions:
- a) The request shall indicate the dates the leave is to commence and end and shall be made in writing to the Human Resources department, with a copy to the Principal and the President of the Bargaining Unit by April 1 of the current school year. In exceptional circumstances, this notification period may be waived.
 - b) The length of the leave shall not exceed three (3) consecutive school years and, where possible, shall be taken in periods of time equivalent to a semester or a full school year.
 - c) The Teacher granted such a leave shall return to the Teacher's school or site in a position similar to that held at the commencement of the leave, and subject to the Surplus/Redundancy provisions of the collective agreement.
 - d) The leave shall be without salary, benefits or accumulated sick leave credits during the term of the leave and the Teacher shall retain the right to participate in all benefits, subject to the terms of the respective policies.
The Employer agrees to continue coverage of the Teacher's benefits in accordance with Article 15.
- 17.10 The Employer shall not unreasonably refuse a request in the granting of a leave. When a request has been refused, the teacher and the Teacher's Bargaining Unit President, shall receive a written response from the Superintendent of Human Resources or designate indicating the reason for such a refusal within seven (7) working days.

ARTICLE 18 – PREGNANCY / PARENTAL LEAVE

18.01 Pregnancy Leave

A teacher who is employed by the Employer for at least thirteen (13) weeks preceding the date of birth shall be granted pregnancy leave in accordance with the Ontario Employment Standards Act. Such leave will normally terminate seventeen (17) weeks from commencement of leave, or six (6) weeks after the date of delivery, whichever is the later.

A teacher may shorten the duration of the six (6) week period provided for under the Employment Standards Act upon giving the Employer one (1) week's written notice of their intention to do so, and furnishing the Employer with the certificate of a qualified medical practitioner or licensed midwife stating that they are able to resume work.

A teacher who anticipates making a request for such a leave shall make every effort to give the Employer the earliest possible notice in writing, but in any event not less than two (2) weeks before the intended commencement of the leave. The teacher giving notice of pregnancy leave shall also provide the Employer with a certificate from a legally qualified medical practitioner or licensed midwife stating the expected birth date.

- 18.02 The equivalent to a pregnancy leave, as described in the Employment Standards Act, shall be granted to a teacher who adopts a child. It is understood that in cases of adoption, the teacher may have to cease duty immediately when the child becomes available; the teacher shall endeavour to give notice as soon as possible, but shall have given notice of the intention to adopt at least two (2) weeks prior to the commencement of the leave.

18.03 Parental Leave

Subject to the provisions of the Employment Standards Act, a teacher who has been employed by the Employer for at least thirteen (13) weeks will be entitled to a parental leave.

Parental leave must normally begin when pregnancy leave ends, or within seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The teacher must give the Employer at least two (2) weeks written notice of the date the leave is to begin.

The teacher may change the requested period of parental leave provided the teacher gives to the Employer at least four (4) weeks written notice of the day on which the leave is to end.

- 18.04 When requested, a pregnancy leave must be granted for up to seventeen (17) consecutive weeks; a parental leave must be granted for up to sixty-one (61) consecutive weeks, if the employee took a pregnancy leave, and sixty-three (63) consecutive weeks, otherwise. Credit for experience towards salary increments and sick leave accumulation shall continue during such leaves.

- 18.04.01 Teachers on pregnancy or parental leave shall be replaced by contract teachers in the first full semester of their leave. A teacher whose pregnancy/parental leave would normally terminate but who has been approved for a leave of absence until at least the end of the semester shall also be replaced by a contract teacher providing notice has been provided ahead of time.
- 18.05 For the full period of any pregnancy or parental leave granted under this Article, the Employer agrees to continue its contributions to the premiums for the benefit plans in which the teacher was enrolled at the commencement of the leave unless the teacher requests otherwise, in writing.
- 18.06 At the discretion of the Employer, pregnancy and parental leave may be granted to a teacher who has been employed with the Employer for less than thirteen (13) weeks.
- 18.07 Upon expiration of a leave granted under this Article, the teacher shall be given the position held prior to the leave, or, if that position no longer exists, a comparable position at the same school, subject to 18.07.01 or 18.07.02. For leaves granted under 18.01, 18.02, and 18.03, the teacher shall endeavour to give the earliest possible notice of intent to return to duty, but must give written notice to the Principal at least (4) four weeks prior to returning to duty.
- 18.07.01 A teacher on pregnancy and/or parental leave who was exempted from the staffing process, who then exercises their statutory right to return early from the leave in accordance with the Employment Standards Act shall be subject to the following staffing process on their return:
- a) The position to which the teacher would return must be posted and filled by those teachers with Recall rights or those teachers on a Surplus Leave of Absence (SLOA) more senior than the teacher returning, using the criteria established in the collective agreement (qualifications, deemed qualifications, mutual consent).
 - b) After the process outlined in (a) the returning teacher shall be entitled to return to the number of sections available or remaining and may be placed on the Recall list or a Surplus Leave of Absence (SLOA) if there are not enough sections available or remaining.
 - c) The position to which the teacher would return is deemed to be comprised of the sections to which they would be assigned on their return to work taking into account their qualifications or deemed qualifications. Where the teacher has been replaced by a Long-term Occasional teacher (LTO), the position to which the teacher would return is deemed to be the position occupied by the LTO.
- 18.07.02 A teacher who was not exempted from the staffing process and who was therefore subject to the possibility of being declared surplus who subsequently gives notice of maternity or parental leave from which they return early, shall return to the position they were assigned prior to the leave during the same school year.

18.08 An employee may request an extension of parental leave. Such extensions shall be subject to the approval of the Director. Such leave shall be considered to include any parental leave granted.

18.09 Subject to the surplus/redundancy provisions and just cause provisions of this agreement, the Employer may not terminate or declare surplus or redundant an employee entitled to pregnancy and/or parental leave.

18.10 Part-time employees shall be entitled to pregnancy and parental leave in accordance with the terms of the Employment Standards Act.

18.11 Nothing in this article shall remove from an employee any entitlement under the Employment Standards Act.

18.12 Parenting Leave

A teacher shall be entitled to a parenting leave of two (2) days with pay and without loss of benefits, seniority, or experience in any one school year in addition to the day of birth of the child to attend to and care for the child or family.

In the case of adoption, these two (2) days shall be taken at the time of taking custody, care and control of the child for the first time or at the time of taking legal custody.

18.13 Pregnancy/Parental Leave SEB-Plan

a) The Employer shall provide a Pregnancy/Parental Leave SEB-Plan for teachers under the Canada Employment Insurance Act. The Teacher's regular weekly earnings shall be determined by dividing the annual rate of salary at the commencement of each leave by one-hundred ninety-four (194) and multiplying by five (5) for the first six (6) weeks of Pregnancy Leave SEB-Plan, dividing the annual rate of salary at the commencement of each leave by fifty-two (52) otherwise.

Employees not subject to Employment Insurance benefits under S.38 of the Employment Insurance Act will receive an equivalent level of top-up benefit in accordance with the Quebec entitlement (QPIP).

b) Pregnancy Leave Benefits

- I. The Employer shall provide for permanent teachers who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary as per X below for the birth of their child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- II. SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- III. The teacher must provide the Board with proof that they applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

- IV. Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- V. For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable during that period of time.
- VI. Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- VII. If an employee begins pregnancy leave while on an approved leave from the Employer, the above maternity benefits provisions apply.
- VIII. The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- IX. Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits.
- X. Notwithstanding VIII. above, during the qualifying period of one (1) week in which no employment insurance benefits are payable, the Employer shall pay one hundred (100%) percent of the teacher's regular weekly earnings, (or as in the case of the QPIP, the Employer shall pay a weekly supplement equal to the difference between 100 percent of the teacher's weekly earnings and the weekly amount of the employee insurance benefit received). For the next five (5) weeks during which employment insurance benefits are payable, the Employer shall pay a weekly supplement equal to the difference between one hundred (100) percent of the teacher's regular weekly earnings and the weekly amount of the employment insurance benefit received. For the remaining eleven (11) weeks during which employment insurance benefits are payable, the Employer shall pay a weekly supplement equal to the difference between fifty-three (53) percent of the teacher's regular weekly earnings and the weekly amount of the employment insurance benefit received.
 - a. The payout should be as follows:
 - Week 1 – 100% salary
 - Week 2 – 100% salary Minus EI
 - Week 3 – 100% salary Minus EI
 - Week 4 – 100% salary Minus EI
 - Week 5 – 100% salary Minus EI
 - Week 6 – 100% salary Minus EI
 - Week 7 to Week 17 – 53% salary Minus EI

The Board will also pay an additional supplement equivalent of 100% of one week of the member's salary during Week 1 (100%+100%)

It is understood that the total amount paid by the Board shall not exceed what the member would have earned at two (2) weeks of 100%

pay and five (5) weeks of top-up from their EI rate to 100% of their regular pay.

c) Parental Leave Benefits

For employees taking parental leave, the Employer shall pay a weekly supplement equal to the difference between sixty-two (62) percent of the teacher's regular weekly earnings and the weekly amount of the employment insurance benefit received for a period of up to twelve (12) weeks. Should an employee be required to serve a one-week qualifying period in which no employment insurance benefits are payable during a period of parental leave, the Employer shall pay sixty-two (62) percent of the teacher's regular weekly earnings during this qualifying period and a weekly supplement equal to the difference between sixty two (62) percent of the teacher's regular weekly earnings and the weekly amount of the employment insurance benefit received for a further eleven (11) weeks.

ARTICLE 19 – PROGRAM LEADERSHIP POSITIONS

19.01 The duties of a Program Leader shall include:

- Leadership in curriculum implementation within the program area
- Liaison with school administration
- Participation in meetings with other Program Leaders
- Administration of budgets and resources assigned to the program areas
- Formative assistance to teachers within the program area
- Supervision and/or co-ordination of subjects or programs within the area
- Assist teachers in the subject areas in maintaining proper standards and improving methods of instruction

19.02 It shall not be the responsibility of the Program Leader to make any summative judgment or evaluation of the performance of a teacher in the program area, to impose discipline on any such teacher, nor to participate in the selection process for Program Leaders, nor to assess teachers' comments made on students' formal reports.

19.03 A Program Leader shall be defined as a Bargaining unit member responsible for a program area. A Program Leader shall hold specialist qualifications in one of the subject areas included in the program area.

19.04 All Program Leadership positions shall be curriculum focused. The Principal shall ensure that every subject area in the school to which a teacher has been assigned is represented within the Program Leadership structure, singly or in combination with other subject areas.

19.05 The number of Program Leaders allocated to each school shall be based on the projected ADE school enrolments as listed below. Effective September 1, 2016, in the case of T.R. Leger, this shall include students 21 years of age or older.

Student ADE Enrolment	Program Leaders
800 or more	8
550 – 799	7
400 – 549	6
250 - 399	4
249 or less	3

- 19.06 Program Leader positions shall occur on a standardized two-year cycle (Sept 1 - June 30). This cycle shall occur on even years. Appointments as Program Leaders shall be for two (2) years or, in the event of a position becoming available during the standardized two-year cycle, to the end of that cycle. Incumbents may reapply at the end of their term.
- 19.07 At least one month prior to the end of each cycle, the Principal shall review the Program Leadership structure of the school, in consultation with the school staff.
- 19.08 The continuation of established Program Leader positions may be affected by an incumbent voluntarily relinquishing the assignment, transferring, or being placed at a different school through the staffing process or being removed for just cause. This excludes Program Leaders needing to be staffed at another school due to a school closure.
- 19.08.01 Any reductions in Program Leader positions shall only occur at the end of the standardized two-year cycle.
- 19.09 No teacher shall hold more than one (1) Program Leadership position at any time, nor shall any Program Leadership position be shared between two (2) or more teachers.
- 19.10 When a vacancy occurs in a Program Leader position, the Principal shall advertise the position electronically to their teaching staff identifying the nature of the position, its term, the program area, and any particular duties of that position. Teachers shall provide their interest in a vacant Program Leader Position to their Principal in writing within ten (10) teaching days of the position being advertised.
- 19.11 A temporary vacancy shall be defined as a Program Leader position for which the current Program Leader is on an approved leave of absence, including LTD, for one semester or more.
1. When the Principal declares a temporary vacancy it shall be posted in the same manner and on the same terms as provided in Article 19.10 above.
 2. The temporary Program Leadership position shall not extend beyond the last day of the school year in which it arose.
 3. Upon return of the absent Program Leader, the temporary Program Leadership position shall terminate and the term of the Program Leader shall resume for the balance of the absent Program Leader's original term within the standardized two-year cycle.
- 19.12 In the absence of an applicant with appropriate specialist qualifications, the Principal may appoint an applicant who undertakes to pursue a specialist qualification within two years.

ARTICLE 20 – PROVISION OF INFORMATION

- 20.01 The Employer shall provide to the Bargaining Unit any data relevant to the negotiations and administration of the collective agreement within a reasonable time following receipt of a written request to the Superintendent of Human Resources or designate.
- 20.02 The Employer shall supply to the Bargaining Unit one copy of notices and minutes of regularly scheduled Board and Committee meetings, with agendas. Such materials shall normally be provided at least two (2) days prior to such meetings.
- 20.03 The Employer shall provide an employment information statement to teachers within a reasonable time following receipt of a written request.

ARTICLE 21 – SURPLUS AND REDUNDANCY

System-Wide Needs and Availability

- 21.01 The Joint Secondary Staffing Review Committee shall monitor the application of system redundancy, transfers, exchanges, school surplus procedures, and all other processes and procedures described in this Article and ensure that these processes and procedures are properly followed.
- 21.02 The Joint Secondary Staffing Review Committee shall annually establish dates for the processes and procedures in this Article, and may alter the dates in this Article, as required in a particular year.
- 21.02.01 The Surplus/Redundancy placement process shall begin after the conclusion of March Break and shall conclude no later than the fourth week in June.
- 21.03 For the purposes of this Article, a teacher shall be “deemed qualified,” provided that the following conditions are met:
- i. the teacher has successfully taught in the subject area(s) within the current or two (2) immediately preceding school years;
 - ii. a current or former Principal or Vice-Principal attests to (i) above;
 - iii. the teacher and Principal provide mutual consent and the appropriate supervisory officer approves;
 - iv. consent/approval shall be provided for one school year only, but may be renewed on a year-by-year basis.
- 21.04 At least seven (7) working days prior to the placement meeting, the Joint Secondary Staffing Review Committee shall be provided with the following information:
- a list of staff who have been approved for leave which will take place during the next school year;
 - a list of staff who have applied for a reduction in teaching time for the next school year;
 - a list of staff who have reduced their entitlement effective the next school year;
 - a list of all teachers on the current seniority list, with their qualifications and deemed qualifications in accordance with article 21.03 above;

- lists by school of teachers assigned to timetables, with the subjects or areas to which each teacher has been assigned for the next school year. Updated lists shall be provided;
- a Surplus Leave of Absence (SLOA) List;
- an updated Recall List;
- a list of staff who have submitted resignations or retirements during the current school year or effective the end of the school year. Updated lists shall be provided.

21.05 Teachers shall submit requests in writing for leaves and part-time teaching by April 1 each year to the Employer, with a copy to the school principal.

21.05.01 Teachers who are on Board approved or statutory leaves of absences for the following school year are not subject to being declared redundant as per Article 21.06, being placed on a Surplus Leave of Absence (SLOA) as a result of Article 21.08 or 21.09, or being displaced as per Article 21.16, for that portion of FTE entitlement they are on approved leave. Should the teacher wish to return early from a Board approved or statutory leave, they must participate in the staffing process.

21.05.01.01 During the staffing process, it is understood that teachers on pregnancy leaves, parental leaves, and/or extensions of such leaves cannot be declared surplus or be displaced in those complete semesters that the teacher is on leave, but can be declared surplus, displace, or be displaced in a semester where the teacher is expected to return to active employment.

21.05.02 A Surplus Leave of Absence (SLOA) shall not extend beyond the school year the Surplus Leave of Absence (SLOA) occurred. A teacher who is on Surplus Leave of Absence (SLOA) during the school year shall, in the Surplus/Redundancy process for the next school year, be considered fully staffed to the extent of their entitlement at their home school (the last school in which a teacher worked or was assigned to work).

System Based Redundancies

21.06 When the total FTE projected teaching staff required for the next school year is less than the sum total of active entitlement of all teachers on the seniority list for the next school year, the Employer shall declare teachers redundant to the extent of their active entitlement for next school year, starting below the teacher whose place on the list represents the final FTE teacher eligible to be staffed. All remaining active teachers below this point on the seniority list shall be declared redundant.

It is understood that when considering the FTE teachers eligible to be staffed, teachers on the current Recall List shall be considered "active" when calculating the point on the seniority list where teachers shall be declared redundant. If it is determined that a teacher on the Recall List is on or above this point, they shall be removed from the Recall List and staffed to their entitlement at their home school.

21.06.01 The final FTE eligible to be staffed shall be the total FTE projected teaching staff + 5.0 FTE

- 21.06.02 Redundancies shall be declared following the review of the system and school allocations by the Joint Secondary Staffing Review Committee as per article 11.03, and prior to the last Tuesday in April.
- 21.06.03 Redundant teachers shall not be considered on any school list during the school-based surplus declarations process, nor shall they participate in the placement meetings or displacement process outlined in this article.
- 21.06.04 Teachers shall be informed, in writing, that they are redundant to the system by April 30. Such a letter shall include the FTE amount the teacher is redundant and information on how to access job postings. The Employer shall forward copies to the President of the Teacher Bargaining Unit.
- 21.06.05 Teachers redundant to the system shall be placed, in order of their seniority, on the Recall List. The list shall include the teacher's name, seniority date, home school, FTE entitlement, qualifications, including deemed qualifications, in accordance with Article 21.03 above.

School Based Surplus Declarations

21.07 Upon notification of the school's FTE allocations, each Principal, using the following information:

- the total staff assigned to the school (FTE);
- the total staff available in the school (FTE);
- the seniority of staff members in the school; and
- qualifications, including deemed qualifications in accordance with Article 21.03 above

shall assign teachers to sections in accordance with their entitlement, within the school's allocation.

21.07.01 When assigning teachers to sections in accordance with their entitlement, the Principal of TR Leger Adult/Alternative School shall give consideration to assign teachers to their preferred campus and program, if different than their current assignment.

21.07.01.01 A teacher from the TR Leger Adult/Alternative School shall not be assigned to a campus for the following school year that is greater than 60 km from their current campus except by written mutual agreement between the Principal and the teacher.

21.07.01.02 If a teacher has been assigned to more than one TR Leger campus within the last two school years, for the purpose of 21.07.01.01 the teacher shall have the option to select one of those campuses as their "current campus".

21.07.02 The Board and the Union agree that teachers assigned to Section 23 shall be considered to have Section 23 program designated as their "home school". The Section 23 program shall be considered a "school" for surplus, redundancy, and recall processes and procedures.

21.08 In the event that there are teachers excess to the needs of the school, teachers shall be declared surplus to school in order of seniority, beginning with the least senior teacher, provided that the remaining teachers in the school are qualified or deemed qualified in accordance with Article 21.03 to teach the program in the school. The surplus teacher shall be placed on a Surplus Leave of Absence (SLOA) to the extent of their entitlement.

21.08.01 In exceptional circumstances, the Principal may use the mutual consent provisions of the Education Act and Regulations to retain teachers who are above the line.

21.09 Any teacher declared partially surplus in an amount less than their entitlement

- 1) may choose to accept the assignment available should the assignment span over two semesters and be placed on a Surplus Leave of Absence (SLOA) for the balance of the teacher's entitlement; or
- 2) may choose to accept an assignment in one semester only and be placed on a Surplus Leave of Absence (SLOA) for the balance of that teacher's entitlement; or
- 3) may choose to be fully surplus and placed on a Surplus Leave of Absence (SLOA) to the extent of the teacher's entitlement.

21.09.01 Teachers shall be given two working days to declare to their Principal which of the options in 21.09 they have chosen.

21.10 By the end of the fifth (5th) working day in May, teachers shall be informed electronically, in writing and verbally, that they are surplus to school. Such correspondence shall include the amount and semester(s) the teacher is Surplus Leave of Absence (SLOA) as a result of Article 21.08 or 21.09. The Employer shall forward copies to the President of the Teacher Bargaining Unit.

21.11 Each teacher declared surplus to school shall be placed on the Surplus Leave of Absence (SLOA) List.

System-Wide Vacancy and Surplus Leave of Absence (SLOA) List

21.12 The Surplus Leave of Absence (SLOA) List shall be created, ordered from most to least senior, and shall include:

- the teacher's name;
- the teacher's home school;
- the teacher's seniority date;
- the teacher's qualifications;
- the teacher's deemed qualifications in accordance with Article 21.03 above;
- the FTE amount the teacher is on Surplus Leave of Absence (SLOA) as a result of Article 21.08 or 21.09; and
- the teacher's entitlement.

The list shall be made available electronically to all teachers, Principals, and the members of the Joint Secondary Staffing Review Committee.

21.13 Along with the Surplus Leave of Absence (SLOA) list, a list of vacancies for the following year shall be generated, based on information supplied by the Principals. The list shall contain the following information for each vacant section:

- School and in the case of TR Leger, site; and
- subject area(s) including the division (Intermediate or Senior), or course code; and
- restrictions (in specialized areas).

21.13.01 The Joint Secondary Staffing Review Committee shall be provided with the list of vacancies, including any updates.

21.14 Prior to the first placement meeting in 21.15, the Joint Secondary Staffing Review Committee shall be informed of any changes which might impact on a teacher who has been declared surplus in their school. The Joint Secondary Staffing Review Committee shall convene to monitor the implications.

Placement Meetings

21.15 A series of two (2) placement meetings of the Joint Secondary Staffing Review Committee shall occur beginning the third week of May and ending the first week of June.

Four working days prior to each placement meeting, vacant sections shall be posted electronically.

- Vacant sections will be posted for the first three (3) working days.
- On the fourth (4th) working day, the Joint Secondary Staffing Review Committee shall be informed of each teacher's interest in vacant sections.

Vacant sections shall be made available to all teachers in the Bargaining Unit (excluding redundant teachers), including teachers wishing to transfer schools, increase their entitlement, on a leave of absence, or those on the Surplus Leave of Absence (SLOA) List.

21.15.01 At the first and second placement meeting, the Joint Secondary Staffing Review Committee shall, by order of seniority, place teachers into posted vacant sections for which they have expressed interest:

- a) provided the teacher is qualified or deemed qualified in accordance with 21.03 above, for the assignment; and/or
- b) provided mutual consent has been granted to teachers on the Surplus Leave of Absence (SLOA) List or teachers wishing to increase their entitlement.

21.15.01.01 In assessing whether to offer mutual consent for any sections to an unqualified teacher, a Principal shall consider each teacher individually and in order of seniority and shall consider the following criteria:

- 1) professional learning standards, and/or
- 2) related experience, and/or
- 3) whether the most recent evaluation on file is below standard, and/or
- 4) whether any discipline within the previous 12 months that is not the subject of an unresolved grievance might materially affect the ability of the teacher to teach the section(s) without problems, and/or

5) the relevance of qualifications and/or prior teaching experience to the sections to be taught (although not meant to be or considered as proscriptive, two examples of many variations and possibilities include: English experience being assessed for teaching History, and vice versa, would be sufficiently relevant, but English experience for teaching Physics or Math, and vice versa, would not be sufficiently relevant).

“Professional Learning Standards” includes, but is not limited to, *Academic Programs completed or completing* (programs or courses offered through universities, colleges or other institutions or organizations that do not always lead to academic degrees), *Professional Networks accomplished* (partnering with business, industry, colleges and universities; contributing to subject councils, the work of the federations or other professional organizations), *Professional Contributions made* (participate in, present at, or organize conferences, workshops and institutes; contribute to a professional publication), *Professional Activities sustained* (reading educational books, and journals, participate in curriculum writing and/or assessment projects, conduct and publish action research projects); and/or

“Related Experience” includes those elements listed in professional learning gained or acquired from other areas or domains, including but not limited to, Employer and non-Employer experience, other employment, programs, or personal experiences.

21.15.02 Teachers shall be advised of their placement on the day following the placement meeting.

21.15.03 If a teacher is placed in a position and their total assignment for the following school year is not to the extent of their entitlement, the teacher shall be placed or remain on the Surplus Leave of Absence (SLOA) List for the balance of that teacher's entitlement.

Displacement

21.16 Only teachers on the Surplus Leave of Absence (SLOA) list shall have the right to partake in the displacement process.

Beginning in the second week of June, meetings of the Joint Secondary Staffing Review Committee shall occur for the displacement process. Surplus Leave of Absence (SLOA) Teachers, by order of seniority and using the *Displacement Criteria* below, may, up to the extent of their entitlement, only fully displace the position of the largest FTE position held by the least senior teacher(s) who has retained a position in a school(s):

- a) within a 35 kilometre radius of the school from which the teacher of greater seniority was declared surplus; or
- b) within 36 to 70 kilometre radius of the school from which the teacher of greater seniority was declared surplus; or

- c) within 71 to 100 kilometre radius of the school from which the teacher of greater seniority was declared surplus; or
- d) outside of a 100 kilometre radius of the school from which the teacher of greater seniority was declared surplus.

Displacement criteria:

A teacher assigned to 3 areas or less may be displaced by a more senior teacher, if the more senior teacher's qualifications or deemed qualifications (including Division, if applicable) match the areas in which the less senior teacher is assigned.

A teacher assigned to 4 areas or more may be displaced by a more senior teacher, if the more senior teacher's qualifications or deemed qualifications (including Division, if applicable) match any three of the areas in which the less senior teacher is assigned.

- 21.16.01 The teacher shall be advised of the four options identified in Article 21.16 above along with any vacancies for which the teacher is qualified or deemed qualified in accordance with Article 21.03 that remain from the placement meetings outlined in Article 21.15 or that may have arisen as a result of the application of Article 21.16, and may choose to accept one or more of the options.
 - 21.16.02 If the teacher accepts the position and their total assignment for the following school year is not to the extent of their entitlement, the teacher shall be placed on a Surplus Leave of Absence (SLOA) for the balance of their entitlement.
 - 21.16.03 If the displaced teacher is no longer staffed to the extent of their entitlement, the displaced teacher shall be placed on the Surplus Leave of Absence (SLOA) List for the balance of their entitlement. This teacher shall also have the right to displace.
- 21.17 The Recall List, Surplus Leave of Absence (SLOA) List and all updates shall be made electronically available to the Principals and the members of the Joint Secondary Staffing Review Committee.
- 21.18 All teachers on the Surplus Leave of Absence (SLOA) List shall be so informed in writing five (5) instructional days after the displacement meeting and no later than the last day of the school year. Such a letter shall include the FTE amount the teacher is Surplus Leave of Absence (SLOA) and information on how to access job postings. A copy of such correspondence shall be sent to the Principal of the teacher's school and to the President of the Bargaining Unit.
- 21.18.01 Any period during which a teacher is not staffed to the extent of their entitlement as per the application of this Article shall, at the request of the teacher, be deemed to be an employer approved leave of absence for pension purposes. The Upper Canada District School Board agrees to provide verification of the leave and its duration to the Ontario Teachers' Pension Plan (OTPP), should the teacher request the employer to do so in accordance with OTPP procedures.

- 21.19 Effective September 1, 2015, each redundant teacher shall be retained on the Recall List to October 15th three calendar years after being placed on the Recall List for positions that become available.
- 21.19.01 Teachers on the Recall List or Surplus Leave of Absence (SLOA) List shall have the right to self-identify their interest in vacant sections in accordance with Article 23.
- 21.19.02 The Joint Secondary Staffing Review Committee shall be provided with current Recall Lists and Surplus Leave of Absence (SLOA) Lists.
- 21.19.03 A teacher will be removed from the Recall List on the first occurrence of any of the following:
- on accepting a secondary contract teaching position with this board of education. The teacher shall be placed on Surplus Leave of Absence (SLOA) for the balance of their entitlement, if required; or
 - on the written request of the teacher; or
 - if during the annual Surplus/Redundancy process, the teacher's seniority is within the range of final FTE eligible to be staffed as per 21.06 whereby the teacher shall be fully staffed at their home school, subject to surplus/redundancy; or
 - after expiration of the teacher's right to recall.
- 21.20 An updated Recall and Surplus Leave of Absence (SLOA) list shall be made available electronically to all teachers, Principals, by the last working Friday of October each year.

ARTICLE 22 – EXCHANGES

22.01 Teacher Exchanges within the Board

- 22.01.01 A pair of teachers may submit their names for an exchange by contacting the Superintendent of Human Resources or designate, in writing, no later than
- a) June 1st of each school year for exchanges that will commence on September 1st of the following school year, or
 - b) December 31st of each school year for exchanges that will commence the second semester of that school year.
- Such correspondence shall indicate their current location. A copy shall also be forwarded to the President of the Bargaining Unit.
- 22.01.02 Only pairs of teachers with the same qualifications and/or deemed qualifications as per article 21.03 for each others assignment and the same active entitlement with respect to the exchange period shall be eligible for an exchange.
- 22.01.03 Exchanges shall be subject to the approval of the Joint Secondary Staffing Review Committee and the Principals of the schools involved. Such approval shall not be unreasonably withheld.
- 22.01.04 When requested, exchanges may be for a stated period of time such as a semester or year. At the end of the stated period or on the completion of two full years the exchange shall revert or, with the approval of the Principals

and the teacher(s), will be made permanent. Such approval shall not be unreasonably withheld. The Principals shall communicate their decision, in writing within five (5) working days, to the Joint Secondary Staffing Committee.

22.02 Teacher Exchanges outside the Board

- 22.02.01 The Employer agrees it may provide the opportunity for teachers to participate in teacher exchanges with teachers from other Ontario School Boards, from other provinces, and from other countries. Such approval shall not be unreasonably withheld.
- 22.02.02 While on an approved teacher exchange the teacher shall continue to be an active member of this Bargaining Unit.
- 22.02.03 Upon the return of a teacher from a teacher exchange leave, the teacher shall be given the position held prior to the leave, or, if that position no longer exists, a comparable position at the same school subject to the application of Surplus/Redundancy provisions.

ARTICLE 23 – EMPLOYMENT PROCESSES AND PROCEDURES

- 23.01 The Employer shall provide each newly hired teacher with a copy of this collective agreement and a benefits information package within a reasonable time.
- 23.02 Each teacher shall be assigned a secondary school or other System location at the time an offer of employment is made.
- 23.03 The Employer shall make available to the President of the Bargaining Unit or designate, for review, the salary terms, acceptance of position forms, and any other information relating to conditions of employment of members of the Bargaining Unit.
- 23.04 An applicant newly hired for a teaching position shall have a commencement date of hire established as the first day worked in a secondary school or other System location.
- 23.05 Vacancies
 - 23.05.01 When a position within the scope of this agreement is declared available by the Employer, a notice of vacancy describing the position (sections, divisions) and its required qualifications shall be posted electronically for a period of at least five (5) weekdays or seven (7) calendar days if the posting opens or closes during Christmas break, March break, or Summer holidays.
 - 23.05.02 Vacant sections shall be filled in the following order:
 - 1) by order of seniority, place teachers into posted vacant sections for which they have expressed interest:
 - a) provided the teacher is qualified or deemed qualified in accordance with 21.03 above, for the assignment; and/or
 - b) provided mutual consent in accordance with 21.15.01.01, to teachers on the Surplus Leave of Absence (SLOA) List or teachers on the Recall List or part-time teachers wishing to increase their entitlement;

- then,
- 2) Consideration shall be given to other internal candidates who have applied to the vacancies before considering any external applicant.
- 23.05.03 If a teacher is placed in a position and their total assignment is not to the extent of their entitlement, the teacher shall be placed or remain on the Surplus Leave of Absence (SLOA) List for the balance of that teacher's entitlement.
- 23.06 New Positions
Should the Employer create a new position, which requires teacher qualifications, and which is included within the Bargaining Unit, it shall negotiate the salary, including any allowance, for the position with the Bargaining Unit. Pending agreement in such negotiations, the Employer may make an appointment to the position with any increased compensation, when determined, retroactive to the date of employment.
- 23.07 Each teacher will keep the Human Resources Department informed of their current address and telephone number. If a teacher should fail to do this, the Board will not be responsible for failure of a notice to reach such a teacher. All electronic Board notifications will be emailed to the teacher's Board email address.

ARTICLE 24 – CONTINUING EDUCATION, HOME INSTRUCTION AND PLAR

- 24.01 This Article and Articles referenced herein contain all matters agreed to by the parties pertaining to Continuing Education Teachers (which includes, but is not limited to, Night School, Summer School, Correspondence Markers, and teachers assessing and evaluating PLAR), and Home Instruction Teachers.
- 24.02 All teachers under this article are hired term-specific. The Employer and the Teacher mutually agree to the termination of employment at the end of the specific term.
- 24.03 The Employer shall make every effort to use Teachers on the Recall List and/or teachers who are on a Surplus Leave of Absence (SLOA) List, who have expressed interest in any positions covered by this article (except PLAR) provided they possess the qualifications, deemed qualifications, or teaching experience for the subject(s) concerned. The teacher shall maintain their rights and status on the Recall List and/or on the Surplus Leave of Absence (SLOA) List.
- 24.03.01 For the purposes of Summer School positions, the Employer shall use the current Recall and SLOA lists.
- 24.03.02 Should two or more teachers on the Recall and/or on Surplus Leave of Absence (SLOA) express interest in the same position(s) in 24.03, the position(s) shall be filled, by order of seniority, starting with the most senior teacher on the Recall List and on Surplus Leave of Absence (SLOA).
- 24.04 All credit courses shall be delivered by a qualified Teacher.
- 24.05 The Employer shall provide each newly hired Continuing Education, Home Instruction Teacher, or teacher assigned PLAR duties who is not a regular day school Teacher, with electronic access to the Collective Agreement within a reasonable time.

24.06 The rates of pay to which Continuing Education, Home Instruction Teachers, and Correspondence Markers shall be as follows:

	Effective Sept 1, 2019	Effective Sept 1, 2020	Effective Sept 1, 2021
Continuing Education, Home Instruction, PLAR (Gr 11, 12 equivalency or challenge processes)	\$42.99/hr	\$43.42/hr	\$43.85/hr
Correspondence Marker PLAR (Gr 9, 10 individual assessment)	\$13.54/lesson \$6.72/exam	\$13.68/lesson \$6.86/exam	\$13.82/lesson \$6.93/exam

24.07 Teachers employed in positions covered by this article shall be paid (by direct deposit) every two weeks, two weeks in arrears, based on verified time worked. The statement of earnings shall indicate the number of hours worked and shall be made available electronically to the employee.

24.08 The following Articles shall apply with respect to Teachers employed in positions covered by this article:

Article 2 – Effective Period	Article 33 – Grievance Procedure
Article 3 – Recognition	Article 34 – Arbitration Procedure
Article 7 – Union Dues	Article 36 – Medical, Physical Procedures
Article 20.01– Provision of Information	Article 38 – Use of Employer Premises
Article 29 – Evaluations	Article 39 – Criminal Background Checks
Article 30 – Documents Respecting Performance or Conduct	Article CC.01
Article 31 – Personnel Files	All Part A Central Term provisions that apply
Article 32 – Management Rights, except 32.04	

24.09 Except for Home Instruction, Correspondence Markers and PLAR, when a position within the scope of this article is declared available by the Employer, a notice of vacancy describing the position, number of hours, and its required qualifications shall be posted electronically for a period of at least five (5) weekdays or seven (7) calendar days if the posting opens or closes during Christmas break, March break, or Summer holidays.

When a Home Instruction or Correspondence marker position is declared available by the Employer, a notice of vacancy describing the position and its required qualifications shall be posted electronically for a period of at least three (3) weekdays.

24.09.01 The Employer shall provide the Bargaining Unit with the subject matter of the posting in 24.09, the internal applicants for each posting and the successful candidate.

24.09.02 Whenever a person who is not on the Recall List or Surplus Leave of Absence (SLOA) List is awarded a position in 24.09, the Employer shall notify the Union of the following:

- a) the subject matter of the posting
- b) the reason for the appointment

Such information will be provided within two (2) weeks of Human Resources being aware of the appointment. If the Union is not satisfied with the reason(s) given, the Union has the right to grieve the appointment.

24.10 Continuing Education Day School teachers shall be entitled to one (1) day bereavement leave per school year, without loss of pay, attendant on or coincident with the death of a family member, relative or close friend.

24.11 Pregnancy Leave Benefits

- I. The Employer shall provide for teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of their child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The SEB Plan pay will be as follows:

Week 1 (Waiting period as per E.I.)

- Employee receives 100% of their regular weekly earnings

Week 2 through 8

- Employee receives the difference between the gross amount the employee receives from E.I. and their regular gross earnings

The Board will also pay an additional supplement equivalent of 100% of one week of the member's salary during Week 1 (100%+100%).

It is understood that the total amount paid by the Board shall not exceed what the member would have earned at two (2) weeks of 100% pay and six (6) weeks of top-up from their EI rate to 100% of their regular pay.

- II. SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan. It is understood that E.I. benefit references in 24.11 refer to those E.I. benefits specifically for the term assignment.
- III. Teachers hired in a term position shall be entitled to the benefits outlined in I) above, with the length of the SEB benefit limited by the term of the assignment.
- IV. The teacher must provide the Board with proof that they applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- V. Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the Employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- VI. For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- VII. Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- VIII. If an employee begins pregnancy leave while on an approved leave from the Employer, the above maternity benefits provisions apply.

- IX. The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- X. Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

ARTICLE 25 – ALTERNATIVE EDUCATION

25.01 Alternative Education includes credit programs delivered to students in the Alternative Education School(s) of the Employer. A qualified Teacher who is a member of the Bargaining Unit shall deliver these programs. Alternative Education includes mixed classes of students who are over or under 21 years of age.

25.02 Independent Learning Modules

25.02.01 The maximum number of lessons (including examinations) a teacher shall correct during the school year shall be:

[450 lessons] times [# of periods assigned to exclusively deliver ILM per year]

This includes students 21 years of age, and older.

“Independent Learning Modules” shall be defined as 20 lessons associated with 110 hours of instruction to achieve a credit. Should the number of lessons associated with 110 hours of instruction to achieve a credit decrease/increase, the maximum number of lessons calculated, using the formula above, shall be adjusted, decreasing/increasing the total amount proportionally.

25.02.02 The Employer and the Union shall work cooperatively to monitor the application of the above maximums. The Employer shall provide OSSTF with data showing the number of lessons/exams teachers have corrected in Semester 1 and in the entire school year, in a timely manner.

25.03 Class Sizes

25.03.01 The class maximums outlined in Article 13.10 shall not apply to a class in which Independent Learning Modules (ILM) are solely used in the delivery of the curriculum to students enrolled on the Day School register or Independent Study register.

Such a class shall not exceed 28 students physically present, at any given time.

25.03.02 A combined class whereby the delivery of curriculum

- involves traditional “stand-up” delivery of a course; and
- involves the delivery of Independent Learning Modules

shall have a maximum class size, in accordance with Article 13.10, associated to the course whereby the curriculum is delivered in a traditional manner.

25.03.03 The Employer and the Union shall work cooperatively to monitor the application of Article 25.03, using the timelines, data, and reports established

in Article 13. In the case of Co-operative education, the Employer shall provide OSSTF with mid-semester and end of semester reports showing the number of Co-op credits assigned to each teacher. Such reports shall be provided in a timely manner.

In monitoring the application of class sizes in Alternative Education, the parties agree that notwithstanding Article 13.10.02, at no time over the school year, will a class exceed the maximum outlined in Article 13.10 by no more than the applicable flexibility number (if applicable) for that class.

ARTICLE 26 – ITINERANT TEACHERS

- 26.01 An itinerant teacher is one who is required by the Employer to perform teaching duties at more than one work location on the same day. Such a teacher shall be reimbursed for necessary travel from the first location in the day to last location in the day, at the rate per kilometre established by the Employer from time to time.
- 26.02 An itinerant teacher who teaches in two (2) or more schools on a daily basis shall have designated as the “home school”, the school in which the Teacher performs the greater share of the Teacher’s assignment. The teacher shall be exempt from scheduled supervisory duties in any school other than the “home school”.
- 26.03 A teacher who successfully applies for a partial assignment in another location in order to increase assigned entitlement or who selects assignments in two or more locations to avoid redundancy is not an itinerant teacher for the purposes of this article.

ARTICLE 27 – MILEAGE TRAVEL COSTS

- 27.01 Approved travel costs of a teacher on Employer business shall be reimbursed at the rate per kilometre established by the Employer from time to time.

ARTICLE 28 – TEACHER RESIGNATIONS

- 28.01 A teacher may resign from employment at any time on mutual consent or effective on the last day of a semester or school year provided notice in writing has been delivered to the Superintendent of Human Resources or designate at least thirty (30) days in advance.

ARTICLE 29 – EVALUATIONS OF TEACHER PERFORMANCE

- 29.01 Only Supervisory Officers, Principals and Vice-Principals, who are members of the College of Teachers, shall evaluate a teacher’s competence. No member of the Bargaining Unit shall be required or requested to evaluate another Board employee. Performance Appraisal applies to all members of the Bargaining Unit (new teachers, teachers other than new teachers) except those identified in Article 24.
- 29.02 Teacher performance appraisals shall be conducted in accordance with the requirements of the Education Act and its regulations.

The teacher who has received two (2) consecutive unsatisfactory performance appraisals may file a grievance in accordance with Article 33 respecting the performance appraisal process. The filing of the grievance shall not interrupt the continuation of the performance appraisal process.

- 29.03 A teacher shall have the right to OSSTF representation at meetings where the results of the first, second or third consecutive performance appraisal were rated unsatisfactory.

ARTICLE 30 – DOCUMENTS RESPECTING PERFORMANCE OR CONDUCT

- 30.01 Copies of any documents respecting the performance or conduct of a teacher shall be given to the teacher.
- 30.02 The signature of a teacher on any document respecting the performance or conduct of that teacher shall be deemed to be evidence only of receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- 30.03 If a teacher disputes the accuracy or completeness of information in the personnel file, the Employer shall, where possible, within fifteen (15) days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the teacher in writing, of its decision including reasons for that decision.
- 30.04 Where the employer amends such information, the Employer shall at the request of the teacher attempt to notify all persons who received a report based on inaccurate information.

ARTICLE 31 – PERSONNEL FILES

- 31.01 The personnel file, which includes medical records, pertaining to a teacher shall be maintained in the Human Resources Department of the Employer. The file shall be available and open to the teacher for inspection in the presence of a Board officer by appointment during the regular working hours of the department.
- 31.02 A teacher shall be entitled, upon request, to copies without cost, of any materials contained in the teacher's personnel file.
- 31.03 Where a teacher authorizes, in writing, access to the teacher's personnel file by another person acting on the teacher's behalf, the Employer shall provide such access by appointment, as well as copies of materials contained therein.
- 31.04 The Employer shall ensure that personnel files are stored in a secure location and in a confidential manner. Access to such personnel files shall be confidential and limited in accordance with Ontario Acts and Regulations. Any employee accessing personnel files shall not be a member of this Bargaining Unit unless authorized under Article 31.03. No information from a member's medical records shall be given to any person or party unless the member has provided written consent.
- 31.05 Disciplinary material and letters of expectation shall not be referred to and shall be removed from the teacher's personnel file following two (2) years of active employment

after the date of issue provided there has been no similar disciplinary action in the intervening period. Such material shall be returned to the teacher upon the teacher's written request.

31.06 Letters of Discipline and Letters of Expectations will include Article 31.05 in full.

ARTICLE 32 – MANAGEMENT RIGHTS

32.01 It is the sole and exclusive right and obligation of the Employer to exercise its management functions and manage the operation of the system except only as specifically limited by the terms of this collective agreement. The Employer agrees to exercise its rights in accordance with the prevailing statutes and regulations governing education in the Province of Ontario.

32.02 No teacher shall be disciplined, suspended, demoted or discharged without just cause given in writing.

32.03 At any meeting convened for the purpose of imposing discipline on a teacher, the teacher shall have the right to have present the designated OSSTF representative who is in the workplace, unless the circumstances are such that the immediate imposition of discipline is required. The Principal or other appropriate supervisory official shall inform the President of the Bargaining Unit forthwith in cases where immediate discipline has been imposed.

32.04 Teacher-Board Relations Committee

a) A teacher-board relations committee shall be established and composed of:

- three (3) representatives appointed by the Employer
- three (3) representatives appointed by the Bargaining Unit

The committee may call such resource person(s) as it deems appropriate.

b) The function of this Committee shall be to provide a forum for communications and discussion of matters relating to the status and working conditions of teachers not otherwise referred to in this Collective Agreement, and may make recommendations to the Employer and the Bargaining Unit.

c) Meetings shall be convened within ten (10) working days of a written request by either party and such requests shall include a proposed agenda for the meeting.

d) Reports and recommendations of the Committee shall be presented in writing to both the Employer and the Bargaining Unit who shall undertake to discuss them with the appropriate supervisory personnel and at the next OSSTF Council or Executive meeting respectively. The results of these deliberations shall be communicated to the other party within ten (10) working days of the meeting.

32.05 Each teacher who is covered by this collective agreement agrees to permit the Employer to provide to the Bargaining Unit or to an authorized Bargaining Unit representative any and all personal information concerning any such teacher which may be reasonably required to assist in or advance the purposes of collective bargaining and the effective administration of this agreement. With regard to any information so released or provided, the Bargaining Unit and its members collectively and individually shall save the Employer harmless from any and all claims, actions or proceedings whatsoever,

subject only to the obligations of both parties to abide by provisions of the Municipal Freedom of Information and Protection of Privacy Act.

32.06 Not later than November 15th of each school year, the Employer shall provide the Bargaining Unit with a list containing the names of all OSSTF members employed as of that date. The list shall include the teacher's work location(s), job entitlement, birth date, residence address, OCT Number, and residence telephone number. The Bargaining Unit will assist the Employer with the collection of this data, including the release of the information in accordance with the Municipal Freedom of Information and Protection of Privacy Act.

32.07 Policies and Procedures

32.07.01 The Employer agrees to consult with the Bargaining Unit prior to creating or modifying Employer policies and procedures which affect the status or working conditions of secondary teachers.

32.07.02 The Employer agrees to provide access to its policies and procedures to the President of the Bargaining Unit. The Employer shall also provide notification of any new or amended policies or procedures to the President of the Bargaining Unit.

ARTICLE 33 – GRIEVANCE PROCEDURE

33.01 A grievance is a dispute arising from the interpretation, application, administration, or alleged violation of one or more provisions of this collective agreement, including a dispute as to whether a matter is arbitrable.

33.02 The only parties to a grievance are the Employer and the Bargaining Unit.

33.03 Where reference is made to "days", it shall mean regularly scheduled work days for teachers.

33.04 A grievance involving or relating to a teacher individually or a group of teachers in similar circumstances shall only be processed through the Bargaining Unit.

33.05 The Employer and the Bargaining Unit shall work cooperatively in the investigation and the attempted resolution of any grievance.

33.05.01 Should the investigation or processing of a grievance require that teacher(s), grievor(s), and/or grievance officer of the Bargaining Unit be released from their duties, such release shall be granted with pay.

33.06 Every grievance claim shall be in writing delivered to the other party and shall contain:
a) a description of the factual circumstances alleged to constitute a violation of this agreement;

b) a designation of the specific provisions of this agreement allegedly violated;

c) an indication of the relief sought;

d) the signature of the duly authorized official of the Bargaining Unit.

33.07 Informal Stage

Prior to submitting a formal grievance claim, a teacher or teachers are expected to have discussed the matter with the school Principal or other immediate Supervisor within

twenty (20) days of the time when the teacher should reasonably be expected to be aware of the relevant facts, in an attempt to resolve the matter informally. A teacher shall have the right to have present the designated representative from OSSTF who is in the workplace, as an observer. The Principal or Supervisor shall answer the complaint in writing within five (5) days of receipt of the complaint.

33.08 Step One

District 26, OSSTF may file a grievance at Step One within ten (10) days of the informal stage. The grievance shall be filed with the Superintendent of Human Resources or designate who shall answer the grievance, in writing, within ten (10) days after receipt of the grievance.

Step Two

If no settlement is reached at Step One, District 26, OSSTF may within ten (10) days of receipt of the written reply of the Superintendent of Human Resources or designate, refer the matter to the Employer's Grievance Committee. The Employer's Grievance Committee shall respond to District 26 OSSTF, in writing, within ten (10) days. If the reply of the Employer's Grievance Committee is unacceptable to District 26, OSSTF, it may within ten (10) days of receiving the written reply of the Employer, apply for arbitration.

33.09 Timelines may be extended or waived by mutual agreement in writing.

33.10 If the parties agree to pursue grievance mediation, timelines are suspended during the mediation process and thereafter re-instated if mediation is unsuccessful.

33.11 Unless mutually agreed in writing between the parties, no grievance claim can proceed to arbitration until all stages of the grievance procedure have been completed. Failure to respond to a grievance within the timelines specified shall move the grievance to the next step.

33.12 If the grievance procedure timeline extends past the last school day of the year, then the timeline will be suspended until the fifth (5th) school day in the following year.

ARTICLE 34 – ARBITRATION PROCEDURE

34.01 Following notification of the intention to process the grievance to arbitration, the parties to the Collective Agreement shall, within ten (10) days, either mutually select a sole arbitrator or each appoint a nominee.

34.02 Within a further ten (10) days, the nominee shall either select a mutually agreed-upon chairperson or apply to the Labour Relations Board to appoint the chairperson of the Arbitration Board.

34.03 The sole arbitrator or Arbitration Board shall hear and determine the difference or allegation and shall issue a decision. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chairperson governs.

34.04 The jurisdiction of the sole arbitrator or Arbitration Board shall be limited to the request for remedy of the grievance, the terms of the agreement and the laws pertaining to education in Ontario. The sole arbitrator or Arbitration Board shall not, by their or its

decision, add to, delete from, modify or otherwise amend the provisions of this collective agreement. The sole arbitrator's or Arbitration Board's decision shall be final and binding upon the parties.

- 34.05 The costs of the sole arbitrator or chairperson of the Arbitration Board, including remuneration and expenses, shall be shared equally by the two parties.
- 34.06 Documents, communications and records dealing with a grievance shall not become part of the personnel file of the grievor if the grievance is upheld in arbitration, or if the Board rescinds the action that led to the grievance.
- 34.07 The parties agree that a sole arbitrator or a Board of Arbitration shall have the power to modify penalties, including discharge and disciplinary penalties and take whatever action, or make whatever decision it considers just and equitable in the circumstances.

ARTICLE 35 – ACTING ADMINISTRATORS

Teacher In-Charge

- 35.01 The parties agree that a teacher who is a member of the Bargaining Unit may substitute for an absent Principal or Vice Principal for a period of not less than one (1) day on a temporary basis not to exceed forty (40) days in the school year. The Employer shall ensure that the Teacher In-Charge is protected with adequate liability insurance while in the acting role. The Teacher In-Charge shall be paid per day in addition to the teacher's regular grid salary and allowances, the following:

Effective Date	Rate
September 1, 2019	\$48.04
September 1, 2020	\$48.52
September 1, 2021	\$49.01

- 35.02 The Teacher In-Charge shall continue to be entitled to all the terms and conditions of the Collective Agreement.
- 35.03 When necessary, an Occasional Teacher shall be hired to replace a classroom teacher acting as the Teacher In-Charge. Appointment of a Teacher In-Charge shall not result in additional duties, including APA's, for another Bargaining Unit member.
- 35.04 Nothing in this Article prevents a teacher from returning to the teacher's duties within the Bargaining Unit subject to forty-eight (48) hours written notice to the Employer.
- 35.05 A Teacher In-Charge shall not perform duties that involve evaluation or discipline of another member.

Temporary Principal/Vice-Principal

- 35.06 When a Principal or Vice-Principal will be absent from the school for a period of less than one school year, the Employer may appoint a member of the Bargaining Unit as a temporary Principal or Vice-Principal to fulfill the duties of the absent administrator.
- 35.07 The temporary Principal/Vice-Principal shall be paid at the starting grid rate for the position, prorated for the period of the acting assignment and shall be subject to the

same working conditions as a Principal/Vice-Principal in that school for the period of the acting assignment.

35.08 The Bargaining Unit member shall be entitled to return to the member's former position if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Bargaining Unit provided that the term as temporary Principal or Vice-Principal does not exceed 193 work days, within 3 school years.

35.08.01 When the Employer receives notification that the absence of an administrator for whom a teacher has been appointed as a Temporary Principal or Vice-Principal will exceed "a period of less than one school year", the appointment of said teacher shall conclude no later than 25 days following the notification or the last day of the semester, whichever comes first. Should the Employer elect to appoint said teacher as a permanent Principal or Vice-Principal, the resulting teacher vacancy shall be posted as per article 23.05. The parties may jointly agree to extend the 25-day timeline or agree to extend the timeline beyond the last day of the semester should that come first.

35.09 Nothing in this Article prevents the member from returning to the member's Bargaining Unit position with ten (10) working days written notice.

35.10 A temporary Principal or Vice-Principal shall not make any summative judgement on the performance or conduct of a Bargaining Unit member.

35.11 The temporary Principal or Vice-Principal shall continue to accrue seniority, participate in insured benefit plans, and shall continue to pay union dues and levies in accordance with the provisions of this Collective Agreement.

Training

35.12 The Employer shall provide training for a portion of the first PA day of the school year to teachers who express interest in being a Teacher In-Charge or Acting Vice-Principal or Principal before the teacher acts in these roles.

ARTICLE 36 – MEDICAL, PHYSICAL PROCEDURES

36.01 Except for programs of general application throughout the system, a teacher shall not be required to do any medical or physical procedures for pupils. Such procedures include routine administration of medication, catheterization, lifting a pupil, physiotherapy, feeding handicapped students, post-urinal drainage, manual expression of the bladder, toileting assistance, and any other medical or physical procedure. The administration of these procedures shall be by health service and/or other qualified personnel.

It shall not be part of the duties and responsibilities of a teacher to examine pupils for communicable conditions or diseases.

ARTICLE 37 – PROFESSIONAL DEVELOPMENT FUND

- 37.01 The Employer shall establish a professional development fund for the teachers employed in the secondary panel to be applied in each school year for the benefit of improving the delivery of educational programs and services to the secondary school students.
- 37.02 The annual amount allocated to this fund shall be established at one-hundred (100) dollars times the number of full-time equivalent teachers.
- 37.03 The fund shall be administered by a joint committee comprising:
- The President of District 26 OSSTF or designate
 - One representative of the Secondary School Administrators' Association
 - Two representatives at large from the secondary panel as selected by the Bargaining Unit
 - The Director or designate
 - One Supervisory Officer
- 37.04 In the event that on July 1st, the fund is not fully expended or allocated in any one school year, the unexpended or unallocated balance shall be carried forward into the succeeding school year.
- 37.05 Occasional Teacher cost, if any, resulting from a teacher's attendance at a PD activity approved by the committee, shall be charged to the PD fund.

ARTICLE 38 – USE OF EMPLOYER PREMISES

- 38.01 The Employer shall provide bulletin board space at an appropriate location in each workplace upon which the Bargaining Unit may post notices relating to matters of interest to its members.
- 38.02 Upon reasonable notice and subject to availability, the Bargaining Unit will be permitted to use school facilities for meetings of Bargaining Unit members outside members' assigned time. Any additional direct cost associated with such use shall be reimbursed to the Employer by the Bargaining Unit.
- 38.03 The Employer shall provide at no cost to the Bargaining Unit access to the Employer courier system at the District Office and at the Employer's secondary schools.

ARTICLE 39 – CRIMINAL BACKGROUND CHECKS

- 39.01 The Employer shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 of the Education Act, as amended from time to time, are stored in a secure location and in a confidential manner.
- 39.02 The Employer shall not release any information about a teacher obtained pursuant to Regulation 521/01 of the Education Act as amended from time to time, without the written permission of the teacher except for the purpose of recommending disciplinary action against the teacher and except as required by law.

- 39.03 The Employer shall not release or report to the Ontario College of Teachers any information about a teacher obtained pursuant to Regulation 521/01 of the Education Act, as amended from time to time, except as required by law.

ARTICLE 40 – SCHOOL CLOSURES/RE-ORGANIZATION

- 40.01 Following a decision of the Employer to
- open or close a Secondary School, or
 - to reorganize a Secondary School, such that it contains elementary students and secondary students, or introduce new grade levels, or remove existing grade levels, or restructure existing school boundaries

a joint committee with equal representation from the Employer and the Bargaining Unit shall be created to examine the implications and consequences for staffing of secondary panel teachers in the affected school(s) at least 10 months prior to the opening/closing/reorganizing of schools, or removing/restructuring grades or boundaries. Such a committee shall make recommendations regarding staffing of such secondary panel teachers. If the joint committee cannot agree upon recommendations, relevant staffing provisions outlined in this Collective Agreement shall prevail.

ARTICLE 41 – PRINTING AND DISTRIBUTION OF AGREEMENT

- 41.01 Forty-eight (48) hours before a ratification vote by the Teachers, the Employer shall electronically post the text of the terms of the tentative agreement.
- 41.02 Following ratification of the tentative settlement, the Employer shall provide seventy-five (75) copies of the Collective Agreement, paid for by the Employer, to the President of the Bargaining Unit.

ARTICLE 42 – E-LEARNING

- 42.01 All electronically delivered courses shall be subject to a class size maximum of 35 and at no time shall a class exceed its maximum. The class size average for all electronically delivered courses per school year shall be no more than 30 to 1.
- 42.02 A teacher teaching an e-Learning course(s) shall be assigned a work station/work area in the Teacher's secondary school with the necessary resources for teaching an on-line course.
- 42.02.01 Section C14.00 of Part A - Central Terms outlines additional requirements of the Employer related to e-Learning.
- 42.03 All e-Learning courses shall be scheduled within the delivering Teacher's school's instructional day.
- 42.04 e-Learning sections shall be included in the Program Leadership structure in the school where teachers are delivering an e-Learning course.

- 42.05 For purposes of staffing and surplus declaration, a Teacher assigned to teach e-Learning credit courses shall be included in the staff complement of the secondary school which is the work location of the teacher.
- 42.06 A Teacher teaching e-Learning courses shall correspond with students only through a Board approved server or Learning Management system.
- 42.07 A Teacher teaching e-Learning courses shall report to school board personnel only and shall be evaluated only by a principal or vice-principal of the teacher's school and/or supervisory officers employed by the Board.
- 42.08 An electronically-delivered course cannot be combined with a non-electronically delivered course during the teacher's assignment to that electronically-delivered course.

ARTICLE 43 – OUT OF SCHOOL ASSIGNMENTS

- 43.01 The employer shall electronically post the position identifying the nature of the position, its term, remuneration, qualifications and other requirements of the position. The posting shall be for a period of at least five (5) weekdays or seven (7) calendar days if the posting opens or closes during Christmas break, March break, or Summer holidays.
- 43.02 The teacher who fills the assignment retains the right to return to the home school on completion of the term and subject to surplus redundancy provisions of the Collective Agreement.

Should the position not extend to the full term, the teacher will return to their home school within a mutually agreed upon time frame, determined in consultation with the Principal and Superintendent.

- 43.03 If the Employer hires an external candidate to fill an Out of School Assignment and decides to place that external candidate in this Bargaining Unit, the Employer shall provide written notice to the OSSTF within seven (7) days of that decision along with the names of all the Bargaining Unit members who applied for the assignment.

- 43.03.01 External candidates shall not be assigned a home school except as outlined below:

- 43.03.01.01 When an external candidate is hired, they shall be designated as having recall status during the currency of the Out of School Assignment for the sole purpose of applying to bargaining unit vacancies.

- 43.03.01.02 Subject to article 43.03.01.01, when an external candidate is hired, upon completion of the Out of School Assignment, that candidate shall be placed on the recall list and shall be subject to the staffing provisions in accordance with this Collective Agreement.

ARTICLE 44 – ELECTRONIC POSTING OF DOCUMENTS REFERENCED IN THE COLLECTIVE AGREEMENT

- 44.01 The Employer shall create a link on each teacher's home page on the Employer's computer system. The link shall direct the teacher to the following electronically posted documents:
- a) Seniority List as per article 9
 - b) Job postings as per article 21, 23, 24, 43. The parties agree that an inline frame (IFrame) could be used to link to an external third-party website managing job postings (such as Applytoeducation)
 - c) Surplus Leave of Absence (SLOA) and Recall lists as per article 21
 - d) Collective Agreement as per article 41

ARTICLE 45 – ELECTRONIC SUPPORT SYSTEM

- 45.01 During the course of this agreement, the Board may be converting several administrative applications to an electronic format. Such conversions shall not supersede or contravene any articles in this collective agreement.
- 45.02 For the purposes of this agreement, the Board agrees to notify the Union of these changes prior to the conversion.

ARTICLE 46 – WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

- 46.01 The Employer is required to notify OSSTF in writing within one week upon knowledge of a member's workplace injury.

ARTICLE 47 – PROFESSIONAL DEVELOPMENT AND TRAINING

- 47.01 The Board will provide professional development opportunities for teachers. By October 31st of each school year, the Board shall consult with OSSTF regarding the opportunities to be made available for professional development/training.
- 47.02 The Employer shall make every attempt to provide training/professional development opportunities to a teacher within the teacher's instructional day.

LETTER OF UNDERSTANDING #1

BETWEEN

UPPER CANADA DISTRICT SCHOOL BOARD

AND

OSSTF District 26

RE: Other Student Programming Enhancements

In addition to the staff generated in Article 10 and in accordance with the Provincial Discussion Table and the B10 Memo of August 18, 2008, FTE teachers generated for other student programming enhancements shall be:

- 0.38 FTE teachers per 1000 secondary pupils in 2009-2010
- 0.70 FTE teachers per 1000 secondary pupils in 2010-2011
- 1.02 FTE teachers per 1000 secondary pupils in 2011-2012
- 1.35 FTE teachers per 1000 secondary pupils in 2012-2013, and

FTE teachers generated yearly for initiatives or programs aimed at student's succeeding shall be no fewer than 25.0 FTE teachers.

LETTER OF UNDERSTANDING #2

BETWEEN

UPPER CANADA DISTRICT SCHOOL BOARD

AND

OSSTF District 26

RE: Multi-Subject, Multi-level, Multi-grade Classes

The parties agree to form a joint committee of no more than four (4) representatives from each party to review the practice of multi-subject, multi-grade, multi-level classes and its impact on teacher workload and school program. This committee will meet within 60 days of ratification and report recommendations to the Parties.

LETTER OF UNDERSTANDING #3

BETWEEN

UPPER CANADA DISTRICT SCHOOL BOARD

AND

OSSTF DISTRICT 26

RE: T.R. Leger Campuses

From time to time, the location, additions, or deletions of T.R. Leger Campuses may change. The Board agrees to notify the Union within a reasonable timeframe of these changes.

Should a location change, addition or deletion occur, a teacher may not be assigned to another campus that is greater than the kilometrage as stated in Article 21.07.01.01 from their current campus. Alternatively, by mutual agreement, the Principal and teacher may agree on a campus assignment outside of the kilometrage as stated in Article 21.07.01.01.

LETTER OF UNDERSTANDING #4

BETWEEN

UPPER CANADA DISTRICT SCHOOL BOARD

AND

OSSTF DISTRICT 26

RE: Gender Neutral Language

The parties agree that all gender specific language within the UCDSB/OSSTF Collective Agreement will be changed to gender neutral language. For example, “he/she” will become “their/they”.

LETTER OF UNDERSTANDING #5

BETWEEN

UPPER CANADA DISTRICT SCHOOL BOARD

AND

OSSTF DISTRICT 26

RE: Privacy Training

During the term of this Collective Agreement, the Employer will provide training and/or information regarding the protection of teacher and student data, federal and provincial privacy laws, and best practices for protection of education-related data.

LETTER OF UNDERSTANDING #6

BETWEEN

UPPER CANADA DISTRICT SCHOOL BOARD

AND

OSSTF DISTRICT 26

RE: Accommodating Employees with Disabilities

The Board and the Federation agree to meet within 60 days of ratification to discuss the Work Accommodation Procedure. Either party can request a meeting in the future at any point.

LETTER OF UNDERSTANDING #7

BETWEEN

UPPER CANADA DISTRICT SCHOOL BOARD

AND

OSSTF DISTRICT 26

RE: Summer School

After ratification of the 2019-2022 Collective Agreement, the following shall occur for the first summer semester as outlined in Article 24 for the period for one summer semester (July and August 2022), which will be considered a transition year.

The Employer shall make every effort to staff teachers on the current (2021/2022 school year) and next year's (2022/2023 school year) Recall List and/or teachers who are on the current (2021/2022 school year) Surplus Leave of Absence (SLOA) List, by Seniority, who have expressed interest in summer school provided they possess the qualifications, deemed qualifications, or relevant teaching experience for the subject(s) concerned. The teacher shall maintain their rights and status on the current and next year's Recall List and/or on the current year's Surplus Leave of Absence (SLOA) List."

Following the transition year, for the 2022/2023 school year summer semester and beyond, the Employer shall make every effort to staff teachers on the current school year's Recall List and/or teachers who are on the current school year's Surplus Leave of Absence (SLOA) List, by Seniority, who have expressed interest in summer school provided they possess the qualifications, deemed qualifications, or relevant teaching experience for the subject(s) concerned. Summer semester may be posted, and positions filled any time after the March Break.

Note: If ratification occurs after March 1, 2022

- This LOU will be null and void as we will be negotiating a new contract

COLLECTIVE AGREEMENT
BETWEEN
UPPER CANADA DISTRICT SCHOOL BOARD
AND
OSSTF DISTRICT 26

Signed in Brockville, Ontario

Signed in Kemptville, Ontario

For the Employer

 June 3/21

John McAllister
Chair

Date


For the Union



May 31, 2021

Adrienne McEwen
President

Date

 03 June 2021

Stephen Sliwa
Director

Date



May 31, 2021

Elpis Law
Chief Negotiator

Date



COLLECTIVE AGREEMENT
between
LIMESTONE DISTRICT SCHOOL BOARD
and
SECONDARY TEACHERS OF LIMESTONE DISTRICT 27
(Including Occasional Teachers)
of the
ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION

September 1, 2019 – August 31, 2022

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Part A: Central Agreement

C1 Structure and Content of Collective Agreement

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- b) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- c) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2 Length of Term/Notice to Bargain/Renewal

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3 Definitions

- C3.1 Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2 The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3 “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4 “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5 “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4 Central Labour Relations Committee

- C4.1 OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2 The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.

- C4.3 The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4 The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5 Central Grievance Process

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.

- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - vii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 **The grievance shall include:**

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 **Referral to the Committee:**

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.

- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6 Certification Group/Category Rating Statement Provider

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7 Benefits

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of

the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.

- ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
- iii. The Crown shall make only one payment under b).
- iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

Board	Maximum Funding Amount (a)	Employer % Co-Pay (b)
Durham DSB	\$2,654	50%
Hastings & Prince Edwards DSB	\$3,980	75%
Toronto DSB	\$2,654	50%
York Region DSB	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 September 1, 2019: 4%
 September 1, 2020: 4%
 September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.

- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8 Statutory Leaves of Absence/SEB

C8.1 Family Medical Leave or Critically Ill Child Care Leave

- a) Family Medical Leave or Critically Ill Child Care leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that they have applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9 Sick Leave

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP

allocation pro-rated. Teachers eligible to access STLDLP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDLP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDLP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDLP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDLP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDLP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at their full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDLP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than their FTE, the Teacher will continue to access any unused sick leave days or STLDLP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDLP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDLP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) **Short-Term Leave and Disability Plan Top-up**

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) **Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment**

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave or STLD. Medical confirmation may be required to be provided by the Teacher to access sick leave or STLD.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of their position. Where this is required, such information shall include their limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLD will be made on a case-by-case basis and not based solely on a denial of LTD.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10 Provincial Schools Authority/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11 Ministry/School Board Initiatives

- a) OSSTF/FEESO will be an active participant in the consultation process to develop a Ministry of Education PPM regarding Ministry/School Board Initiatives.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.

- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12 Occasional Teachers and PA Days

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13 Provincial Federation Release Days

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14 E-Learning

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

Retirement Gratuities

a. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

b. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

Functional Abilities Form

<i>Employee Group:</i>	<i>Requested By:</i>
<i>WSIB Claim:</i> <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>WSIB Claim Number:</i>

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)		Employee Signature:	
Employee ID:		Telephone No:	
Employee Address:		Work Location:	
1. Health Care Professional: The following information should be completed by the Health Care Professional			
Please check one:			
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.			
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3			
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.			
First Day of Absence:		General Nature of Illness (please do not include diagnosis):	
Date of Assessment: dd mm yyyy			
2. Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.			
A: PHYSICAL (if applicable)			
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	<input type="checkbox"/> Use of hand(s): <div style="display: flex; justify-content: space-between;"> <div>Left Hand</div> <div>Right Hand</div> </div> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify): </div> <div> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify): </div> </div>	

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
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B: COGNITIVE (please complete all that is applicable)

Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:

Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.

Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:

3. Health Care Professional to complete.

From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days	Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours	Start Date: dd mm yyyy
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No	
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No	
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy	

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

LETTER OF AGREEMENT #1

BETWEEN

The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2014.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

This Letter of Understanding will form part of the Central Terms between the parties and will be adopted by the parties effective upon ratification.

LETTER OF AGREEMENT #2

BETWEEN

The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
 - a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
 - b) Discussions may only include local language pertaining to class size and PTC or equivalent.
 - c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.

- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.

- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

RE: Provincial Working Group – Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- i. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- ii. enroll all eligible teachers into the LTD program;
- iii. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- iv. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- v. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- vi. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- i. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- ii. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);

- iii. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- iv. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- v. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- vi. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- i. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- ii. Support the mandatory early intervention process by providing contact information where required;
- iii. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- iv. provide teachers with the appropriate claims applications in the event of disability
- v. support, complete and submit the employer statement in the LTD claim process;
- vi. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- i. Provide LTD insurance to eligible OSSTF teachers;
- ii. provide the group policy/plan document to Employers and teachers;
- iii. provide claims kits to Employers that provide supporting information about the administrative procedures;
- iv. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- v. provide access to teachers on the LTD coverage information;
- vi. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- vii. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- viii. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.

2.1.2 The appointed independent experts will:

- a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
- b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
- c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.

2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.

2.1.4 All voting requires a simple majority to carry.

2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:

3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust’s financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.

3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

3.1.4 No individuals who retire after the Board participation date are eligible.

3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.

3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.

3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

4.1.1 The Government of Ontario will provide:

- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve (“CFR”).
- b. A one-time contribution of a half month’s premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
- c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool

charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.

- d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
 - 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
 - 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
 - 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers' and employees' premium share.
 - 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.
 - 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the

same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).

- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
 - a. Use of existing claims stabilization funds;
 - b. Increased member share premium;

- c. Change plan design;
- d. Cost containment tools;
- e. Reduced plan eligibility; and
- f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014 - AUGUST 31, 2017, AND
EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')

AND

The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Pregnancy Leave Benefits

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;

3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating

Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the School Boards Collective Bargaining Act, 2014.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

Part B: Local Agreement

Purpose

It is the intent of this agreement to promote and foster a continued harmonious and cooperative working relationship between the Board and the Federation wherein the goal is to work in partnership through open communication and creative, mutual problem solving to ensure the delivery of the highest quality educational programming to our students.

This agreement therefore represents the mutually acceptable working conditions as established between the Board and the Federation, which are reflective of the commitment to treat secondary Teachers in a fair, consistent and respectful manner.

Article 1: Recognition and Scope

L1.1 Bargaining Agents

L1.1.1 The Board recognizes the OSSTF as the exclusive bargaining agent of all Teachers, including Occasional Teachers, who are assigned to one or more secondary schools or who perform duties in respect of such schools all or most of the time. The Board agrees that it will deal solely with the duly authorized agents of the Bargaining Unit in all matters pertaining to the administration and interpretation of this Agreement. In order that this may be carried out, the Bargaining Unit will supply the Board with the names of its officials and committee members. Similarly, the Board will supply the Bargaining Unit with a list of its supervisory personnel.

L1.2 Definitions

L1.2.1 Federation means the Ontario Secondary School Teachers' Federation.

L1.2.2 Board shall mean the Limestone District School Board.

L1.2.3 Bargaining Unit shall mean the Teachers' Bargaining Unit.

L1.2.4 Teacher bears the same meaning as the Part X.1 Teacher as defined in the Education Act, as amended.

L1.2.5 Occasional Teacher bears the same meaning as that given to Occasional Teacher by the Education Act, as amended.

L1.3 Negotiating Committee

L1.3.1 The OSSTF recognizes the committee designated by the Board as the negotiating committee of the Board for purposes of this Agreement.

- L1.3.2 The Board recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- L1.3.3 The Board recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L1.4 **OSSTF Representation**
- L1.4.1 The Board recognizes the right of the OSSTF to represent a Teacher or Occasional Teacher at a meeting where the member is to be disciplined or discharged.
- L1.4.2 The OSSTF recognizes the right of the Board to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L1.4.3 The Board shall consult the Federation before implementing any special initiatives that would involve Teachers working for the Board in addition to that described in this Collective Agreement. The rates and working conditions for this additional work shall be negotiated through the Joint Board/Federation Committee.
- L1.4.4 The Board will facilitate introduction of the Bargaining Unit to new Teachers, including Occasional Teachers, through new Teacher meetings, Bargaining Unit information packages, brochures or any other mutually agreed upon method of communication.
- L1.4.5 It is understood and agreed that, should any part of this Collective Agreement be found to be in conflict with the Education Act, as amended or the Regulations thereunder, terms of the Act shall prevail.
- L1.4.6 It is understood and agreed that all compelling aspects of Provincial Acts and Regulations pertaining to all educational programs offered by the Board, in addition to the Act specified in Article L1.4.5, shall apply.
- L1.4.7 It is understood and agreed that all attachments, including Memoranda, Letters of Understanding, and Appendices, form a part of this Agreement and may be the subject of grievance under Article L13.0 (Resolution of Disputes) for the life of this Collective Agreement.

Article 2: Dues Deduction

- L2.1.1 The Board agrees to deduct from the salary of each Teacher the amount of regular Federation dues and any authorized local levy uniformly and regularly levied in respect of each Teacher in accordance with the bylaws of the Federation and to remit to Federation forthwith.
- L2.1.2 OSSTF dues deducted in accordance with Article L2.1.1 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario. Such remittances shall be accompanied by a list identifying the Teachers, the amounts deducted, SIN, salary for the period, annual salary, and shall indicate the period covered.
- L2.1.3 Local dues specified by the Bargaining Unit in accordance with Article L2.1.1, if any, shall be deducted and remitted to the District Treasurer of OSSTF, Limestone District 27.
- L2.1.4 Such remittances shall be accompanied by a list identifying the Teachers, the amounts deducted, SIN, salary for the period, annual salary, and shall indicate the period covered.
- L2.1.5 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

Article 3: Duration of Agreement and Conditions of Amendment

- L3.1.1 This Agreement shall be in effect from 1 September 2019 and shall continue in force up to and including 31 August 2022, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act, as amended.
- L3.1.2 If either party gives notice of its desire to negotiate in accordance with Article L3.1.1, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act, as amended.
- L3.1.3 This Agreement shall supersede all prior such agreements. Except for error, inadvertence or omissions as mutually agreed, it shall form the basis for computing all salaries and other conditions defined herein.

- L3.1.4 Amendments to the clauses defined herein shall be made only by written mutual consent of the parties concerned in this Agreement.
- L3.1.5 It is understood and agreed that in the event that a new Agreement has not been reached by the date of expiry of the present Agreement that all terms and provisions of the present Agreement shall continue in force and effect until such time as it is superseded by a new Agreement.

Article 4: No Strike or Lock Out

- L4.1.1 It is understood that there will be no strike or lockout during the term of this Agreement or of any extension of this Agreement. The term “strike” and “lockout” shall be defined in the Ontario Labour Relations Act and Education Act, as amended.

Article 5: Discrimination & Harassment in the Workplace

L5.1 Discrimination

- L5.1.1 The Board and the Bargaining Unit shall not discriminate on the grounds of age, creed (religion), sex (including pregnancy and breast feeding), sexual orientation, gender identity, gender expression, family status (such as being in a parent-child relationship), marital status (including the status of being married, single, widowed, divorced, separated or living in a conjugal relationship outside of marriage, whether in a same sex or opposite sex relationship), disability (including mental, physical, developmental or learning disabilities), race, ancestry, place of origin, ethnic origin, citizenship, colour, record of offences (criminal conviction for a provincial offense, or for an offense for which a pardon has been received), association of relationship with a person identified by one of the above grounds or perception that one of the above grounds applies, as defined by the Ontario Human Rights Code, as amended.
- L5.1.2 There shall be no discrimination or harassment practiced by reason of a Teacher’s membership or activity in the Federation.

L5.2 Harassment

- L5.2.1 The Board believes and is obligated to ensure that all Teachers are entitled to a healthy and safe environment free from harassment in the workplace.
- L5.2.2 To this end, all Teachers have a right to freedom from harassment by, but not limited to, the following: The Board, an agent of the Board, employees of the Board or those contracted by the Board, volunteers, parents, students and any and all persons engaged in any activity with the Board.

- L5.2.3 The Federation may request to review Administrative Procedure AP 405 and AP 406, no more than once every two years through the Joint Board-Federation Committee, unless mutually agreed to by the parties. It is agreed that prior to any amendments being made to this procedure, the Federation shall be provided an opportunity to convey concerns and make recommendations for consideration to the Board, including changes to the procedure, implementation, and education. The Federation may request to make representation to appropriate Board personnel and/or Committees.
- L5.2.4 It is recognized that a broader consultative process will be undertaken, which will include the Federation.

Article 6: Management Rights

- L6.1.1 In accordance with, and in addition to the powers granted and duties specified under the Education Act and related Statutes, it is the exclusive function of the Board, subject to the Acts and Regulations of the province of Ontario, to hire, direct, promote, demote, transfer, suspend, layoff, discipline and discharge any Teacher or Occasional Teacher. A claim for demotion, transfer, suspension for disciplinary reasons, or for discipline or discharge without just cause, or a claim for discriminatory promotion, may be the subject of a grievance and dealt with as herein provided.

Article 7: New Teacher Induction Program

- L7.1.1 In accordance with X.O.1 “New Teacher Induction” and part X.2 “Teacher Performance Appraisal” of the Education Act, and in Ontario Regulation 99/02, as amended and Regulation 266/06, all new Teachers must successfully complete the New Teacher Induction Program.
- L7.1.2 The Board shall extend an invitation to the Federation to attend the first NTIP session each school year to meet with released NTIP Teachers to introduce themselves and highlight OSSTF resources.

Article 8: Experienced Teacher Performance Appraisal Process

- L8.1.1 The following clauses apply to performance appraisals conducted for experienced Teachers under Ontario Regulation 99/02, Teacher Performance Appraisal and Ontario Regulation 98/02, Teacher Learning Plans, as amended.
- L8.1.2 The Board will consult with the Federation in the development of, and prior to making modifications to, the Board’s procedures regarding Teacher Performance

Appraisals. A Teacher Performance Appraisal shall be conducted in accordance with Board policy.

- L8.1.3 The Board – Federation Committee will meet to discuss issues arising from the implementation of the Teacher Performance Appraisal.
- L8.1.4 Unless requested by the Teacher, the Board shall not include in the Teacher’s Teacher Performance Appraisal any classes in which the Teacher is teaching on mutual consent.
- L8.1.5 A Teacher shall be given at least three (3) school days’ notice before a classroom observation is undertaken for the purposes of conducting a performance appraisal.
- L8.1.6 The Board will notify the Federation within ten (10) school days when a Teacher receives an unsatisfactory rating.
- L8.1.7 Following an unsatisfactory performance appraisal rating, a Teacher shall be allowed a minimum of eight school weeks to improve before the next performance appraisal procedure begins. It is agreed and understood that the eight school weeks may extend into a subsequent school year where there are not eight school weeks remaining in the school year in which the unsatisfactory rating was received.
- L8.1.8 Teachers, including those holding positions of added responsibility, shall not perform any aspect of the performance appraisal.
- L8.1.9 The Federation has the right to file a grievance with respect to the performance appraisal report of a Teacher which may lead to termination up to the last day of the school year in which the performance appraisal cycle is completed.

Article 9: Discipline & Disciplinary Meetings

- L9.1.1 A Teacher or Occasional Teacher is entitled, prior to the imposition of discipline or discharge, to be notified at a meeting with management of the reasons for considering such action, unless the Teacher or Occasional Teacher is a danger to themselves or others. The Teacher or Occasional Teacher, at their option, may be accompanied by a Federation representative. The Principal or Supervisory Officer shall inform the Teacher/Occasional Teacher of the right to OSSTF representation. Management shall advise both the Teacher/Occasional Teacher and Federation representative in advance of the time and place of the meeting.
- L9.1.2 If such meetings are held during a scheduled working day for the Teacher/Occasional Teacher and/or the Federation representative, the

Teacher/Occasional Teacher and/or the Federation representative shall not suffer loss of earnings.

- L9.1.3 A Teacher or Occasional Teacher shall be notified in writing of the grounds for discipline or discharge. The Federation shall be sent a copy of this notification as soon as is practical.
- L9.1.4 In the event that a report is made by the Board to the Ontario College of Teachers, the Teacher or Occasional Teacher and the Federation shall be advised within a reasonable timeframe.

Article 10: Personnel Files

- L10.1.1 The only recognized personnel file of a Teacher shall be maintained at the Board Office and shall be available and open to the Teacher for inspection in the presence of the Superintendent of Human Resources or designate. Arrangements to access the file shall be made with the Superintendent of Human Resources or designate at a mutually agreeable time.
- L10.1.2 Teachers' personnel files shall be stored in a secure location within Human Resources in a completely confidential manner. Human Resources staff who have access to personnel files have signed an oath of confidentiality and are governed by and adhere to the Municipal Freedom of Information and Access to Privacy Act.
- L10.1.3 Upon written request to the Superintendent of Human Resources or designate, a Teacher shall be given an opportunity to review their personnel file at a mutually agreeable time in the presence of the Superintendent of Human Resources or designate, at the Board office.
- L10.1.4 A Teacher shall be entitled upon request to copies of any materials contained in the Teacher's personnel file.
- L10.1.5 Any letter of counsel, letter of reprimand, suspension or other sanction, or any notes related to such, shall be removed from the personnel file, at the written request of the Teacher to the Superintendent of Human Resources, or designate, two years following the receipt of such a letter of counsel, letter of reprimand, suspension or other sanction provided that the Teacher's record/file has been clear of any disciplinary letter for the past two years. Any such letter of counsel, letter of reprimand suspension or other sanction so removed cannot be used in any subsequent proceedings.
- L10.1.6 The aforementioned two-year sunset clause shall not apply in circumstances wherein a Teacher has received discipline with respect to an issue that may have led

to a complaint under the Child & Family Services Act or discipline related to physical, emotional or psychological harm to students or other employees of the Board. Such disciplinary record(s) shall remain on the Teacher's personnel file.

- L10.1.7 Notwithstanding the aforementioned, a Teacher may apply to the Superintendent of Human Resources, or designate, in writing to request the removal of such record(s) after two years have elapsed.

Article 11: Criminal Records Check

- L11.1.1 The Federation may grieve any disciplinary action taken against a Teacher based on or related to the information that the Teacher is required to provide to the Board pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law.
- L11.1.2 The Board shall ensure that all records and information (including annual offence declarations and CPIC records) obtained pursuant to Regulation 521/01 of the Education Act are stored in a secure location and in a confidential manner. Access to such records and information shall be strictly limited to the Teacher, the Superintendent of Human Resources and a limited number of confidential personnel designated by the Superintendent. The designates shall not be members of the Bargaining Unit.

Article 12: Board-Federation Committee

L12.1 Permanent Board-Federation Committee

- L12.1.1 There shall be a permanent Board-Federation Committee which shall be made up of equal representation by the Board and the Federation and include at least one member from each of the negotiating teams, normally comprised of:
- The President or designate of the Bargaining Unit;
 - The Chief Negotiator or designate of the Bargaining Unit;
 - The District President or designate of the Bargaining Unit;
 - The Board's Superintendent of Human Resources or designate;
 - The Human Resources Consultant (Secondary) or the Board's representative responsible for secondary staffing; and,
 - The Senior Human Resources Lead or equivalent.
- L12.1.2 The Committee shall be responsible for reviewing such matters as are referred to it by the Board or the Federation, including the interpretation and application of the Collective Agreement and shall make such recommendations to the Board and the Federation as it deems appropriate.

- L12.1.3 Prior to implementation, any change to the system or school timetabling structures shall be reviewed through the Board-Federation Committee. (Cross reference L14.1.7)
- L12.1.4 A review of the staffing procedures shall be conducted each year by the Permanent Board-Federation Committee. The Permanent Board-Federation Committee will report to both the Board and the Federation by 15 December each year. (Cross reference L15.1.16)
- L12.1.5 Any new fully assigned Focus Programs will be reviewed by both the Board and the Federation prior to implementation. (Cross reference L14.4.2)
- L12.1.6 A review of the Article with respect to Positions of Added Responsibility shall be conducted by the Permanent Board-Federation Committee upon request by either the Board or the Federation. (Cross reference L16.2.2)
- L12.1.7 The Committee shall normally report to the Board and the Federation within three months of having received a referral.
- L12.1.8 None of the recommendations for changes to the Collective Agreement shall come into force until agreed to by both the Board and the Federation.

L12.2 Joint Secondary Staffing Committee

- L12.2.1 A Joint Secondary Staffing Committee shall be established and maintained from year to year to review the staffing requirements of the secondary system and to review the allocation of sections (for example, classroom sections, ESL sections, Special Education sections, Library sections, Guidance sections, Focus Programs sections, International Program sections, Student Success sections, Adult/Alternative Education Centre sections, and PAR allocations) to each secondary school. The Committee will recognize the unique program requirements of the North Addington Education Centre and Granite Ridge Education Centre.
- L12.2.2 The Committee shall be comprised of representation from the Board and the Bargaining Unit:
- The President or designate of the Bargaining Unit;
 - The Chief Negotiator or designate of the Bargaining Unit;
 - The District President or designate of the Bargaining Unit;
 - The Board's Superintendent of Human Resources or designate;
 - The Human Resources Consultant (Secondary) or the Board's representative responsible for secondary staffing; and,
 - A secondary school principal.

- L12.2.3 The Joint Secondary Staffing Committee shall meet prior to the presentation of the Staffing Chart to the District Staffing Committee.
- L12.2.4 The Committee shall review the application of surplus and redundancy procedures and ensure that procedures are properly followed.
- L12.2.5 This Committee meeting will normally take place as soon as possible after the Grants for Student Needs (GSNs) are released, but not later than 15 April of each year, understanding that this date is dependent on the release and availability of Ministry data and projected enrolment data.
- L12.2.6 It is agreed that the Joint Secondary Staffing Committee will meet in October, November, March, and April to monitor and address issues related to class size. Additional meetings may be called as required.

L12.3 School Based Work Teams

- L12.3.1 A School Based Work Team shall be established and maintained from year to year in each secondary school.
- L12.3.2 A School Based Work Team shall be comprised of the following school personnel:
- The OSSTF Branch President or designate from the Branch Executive or in the event that no Branch Representatives are available, the Federation shall assign a designate(s);
 - A school representative who is a member of the CBC Committee; and,
 - Two (2) representatives of the Board.
- L12.3.3 Following a review by the Joint Secondary Staffing Committee and the District Staffing Committee, the Work Team will review the number of sections allocated to the school, including classroom sections, Adult/Alternative Centre sections, ESL sections, Special Education sections, Library sections, Guidance sections, Focus Program(s) sections, International Program sections, Student Success sections, and PAR allocations.
- L12.3.4 The School Based Work Team will provide feedback to the Joint Secondary Staffing Committee on the matters reviewed in L12.3.3.
- L12.3.5 The School Based Work Team shall meet as required and shall report on its activities to the full school staff in a timely fashion.
- L12.3.6 School Based Work Team members will respect the confidentiality of personal information and the staffing process.

- L12.3.7 It is the duty of the Principal to organize the school, timetable the school, and assign classes and subjects to Teachers. Following consultation with the School Based Work Team, the Principal shall make their recommendation to the appropriate Supervisory Officer and the Board.
- L12.3.8 The Principal may consult with the School Based Work Team on other matters related to staffing and school organization.
- L12.3.9 The School Based Work Team will review the method of staffing the school, including surplus and redundancy declarations, Focus Program(s), mutual consent, class size, International Programs and on-call and supervision schedules in accordance with the provisions in this Collective Agreement.

Article 13: Resolution of Disputes

L13.1 Definitions

- L13.1.1 The following definitions shall apply to this Article:
- a) A “grievance” shall be defined as a complaint arising from the interpretation, application, administration or alleged violation of this Collective Agreement, including any questions as to whether a matter is arbitrable.
 - b) A “party” shall be defined as:
 - i) The Teachers’ Bargaining Unit (Teachers and Occasional Teachers); or
 - ii) The Board.
 - c) In this Article days shall mean school days unless otherwise indicated.

L13.2 Right to Representation

- L13.2.1 A Teacher shall have the right to have present a representative from the OSSTF at each stage of the grievance-arbitration procedure.

L13.3 Complaint Stage

- L13.3.1 If a Teacher is unable to resolve a complaint by informal discussion with the Teacher’s Principal or supervisor, then the Teacher, with the concurrence of the Teacher’s Bargaining Unit Executive or recognized representative, may initiate a complaint within twenty-five (25) days of the day the cause of the complaint becomes known, or reasonably ought to have been known, with the appropriate Principal or supervisor who shall answer the complaint within five (5) days of the receipt of the complaint.

L13.4 Grievance Procedure - Individual

- L13.4.1 In the case of a grievance by the Bargaining Unit on behalf of a Teacher, the following steps may be taken in sequence where informal attempts to resolve the matter with the Principal or supervisor have failed.

Step 1

- L13.4.2 If the reply of the Principal or supervisor at the complaint stage is not acceptable to the Bargaining Unit within twenty (20) days, the Bargaining Unit may initiate a written grievance with the Superintendent of Human Resources Services or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The grievance shall be in writing and shall contain:

- a) A description of how the alleged dispute is in violation of the Collective Agreement;
- b) A statement of the facts to support the grievance, including the Article(s) claimed to have been violated;
- c) The remedy sought; and,
- d) The signature of the duly authorized official of the Bargaining Unit.

Step 2

- L13.3.3 If the reply of the Superintendent of Human Resources Services or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within ten (10) days of receipt of the reply to the Director of Education or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

Step 3

- L13.4.4 If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of receipt of the reply.

L13.5 Grievance Procedure - Party

- L13.5.1 In the case of all other grievances by a party, (including those on behalf of a group of Teachers, an individual Teacher where other Teachers are affected, a retired Teacher, or a deceased Teacher), the party making the grievance may take the following steps in sequence to resolve the matter.

Step 1

- L13.5.2 The party making the grievance shall make a written grievance to the Director of Education or President of the Bargaining Unit, as the case may be, who shall answer the grievance within five (5) days of receipt of the grievance.

The grievance shall be in writing and shall contain:

- a) A description of how the alleged dispute is in violation of the Collective Agreement;
- b) A statement of the facts to support the grievance, including the Article(s) claimed to have been violated;
- c) The remedy sought; and,
- d) The signature of the duly authorized official of the Party.

Step 2

- L13.5.3 If the reply of the President of the Bargaining Unit or the Director of Education, as the case may be, is not acceptable to the party making the grievance, the party then may apply for arbitration within twenty (20) days of receipt of the reply.

- L13.5.4 No party grievance may be initiated and processed to arbitration which would be out of time if initiated by an individual Teacher.

L13.6 Grievance Mediation

- L13.6.1 At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

- L13.6.2 The timelines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

L13.7 Arbitration

- L13.7.1 The parties agree to use a Single Arbitrator. The selection of any specific Arbitrator shall be by mutual agreement with the understanding that the person would be available within sixty (60) days of request in order to establish a hearing date.

L13.7.2 Notwithstanding the above, upon the request of either party, the parties may engage a Board of Arbitration. The party desiring arbitration shall notify the other party in writing of its desire to submit the grievance to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within ten (10) days, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

L13.7.3 The Arbitration Board or the Single Arbitrator, as the case may be, shall not, by its decision, add to, delete from, modify or otherwise amend the provisions of the Collective Agreement.

L13.8 Cost of Arbitration

L13.8.1 The fees for a single Arbitrator, or the Chair of an Arbitration Board, shall be shared equally by the parties. Each of the parties shall bear the expenses of its own appointee to the arbitration board.

L13.9 General Provisions

L13.9.1 All time limits fixed herein for the grievance procedures may be extended only upon the written consent of both parties.

L13.9.2 There shall be no reprisals of any kind taken against any Teacher because of participation in the grievance or arbitration procedure under this agreement.

L13.9.3 Should the investigation or processing of a grievance require that an involved Teacher or Bargaining Unit representative be released from regular duties, the Teacher shall be released without loss of salary or benefits.

L13.9.4 Each party will notify the other party of the receipt of a written reply and its intention of further correspondence within the timelines required herein.

L13.9.5 If at any stage of the grievance-arbitration procedure, a grievance is not processed in compliance with a time limit fixed herein (or such extension of time limit as may have been confirmed by the written consent of the parties), the grievance shall be deemed to proceed to the next following step in the grievance-arbitration procedure, or, if the Teachers' Bargaining Unit Executive or the Board, as the case

may be, exceeds the time allowed to act, the grievance shall be deemed to have been abandoned.

This clause does not supersede the powers of the Arbitrator under Section 48(16) of the Ontario Labour Relations Act, as amended.

Article 14: School Organization

L14.1 General Provisions

- L14.1.1 The length of the school year shall be the minimum number of days that are required in the Education Act, as amended.
- L14.1.2 The Teacher shall not be required to work any days preceding the official start of the school year for students, unless the school year calendar must include a day preceding the official start of the school year for students in order to comply with the minimum number of days under the Act in a year when there are not 194 days between Labour Day and 30 June.
- L14.1.3 A Teacher who agrees with a request from the Board to work outside the designated school year shall receive compensating days equal to the number of days worked, to be scheduled with the mutual agreement of the Teacher and the Principal during the course of the school year. The duties of the Teacher who is taking compensating days shall not be assigned to another member of the Bargaining Unit.
- L14.1.4 The school year for Teachers seconded from regular teaching duties such as consultants is deemed to be the same as for regular classroom teachers. Should there be a requirement for the consultant to work outside of this schedule, the Board shall inform the Federation.
- L14.1.5 The elapsed time from the beginning of a Teacher's assigned time to the end of a Teacher's assigned time on any school day shall not exceed 7.5 hours.
- L14.1.6 No period shall exceed seventy-five (75) minutes in length. No Teacher shall be assigned more than three (3) seventy-five (75) minute periods without a break.
- L14.1.7 Prior to implementation, any change to the system or school timetabling structures shall be reviewed through the Board-Federation Committee.
- L14.1.8 A Teacher shall not be assigned duties during the instructional day in addition to those described in this Article. Unassigned time during the instructional day shall be available to the Teacher for professional duties.

- L14.1.9 Each Teacher shall have an uninterrupted period of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, for lunch, between the end of the period ending closest to 11:00 a.m. and the start of the period beginning closest to 1:30 p.m.
- L14.1.10 Extra-curricular activities are voluntary and the Board agrees not to assign such activities to any Bargaining Unit Member.
- L14.1.11 Participation in a Professional Learning Community (PLC) shall be voluntary.
- L14.1.12 No Teacher shall be assigned administrative duties normally performed by management except as provided for in Article L36.
- L14.1.13 A Teacher scheduled to teach in two schools during one semester will have a scheduled lunch period as set out in Article L14.1.9 above and sufficient travel time for transit between schools.
- L14.1.14 The Board shall not involve any Teacher, by practice or by policy, in the performance appraisal or evaluation of any member of OSSTF.

L14.2 Teacher Assignment, Supervision and Replacement

- L14.2.1 Each full-time Teacher will be assigned 6 periods out of 8 periods. Each full-time Teacher may also be assigned up to the following maxima for on-calls/supervisions, student mentoring, and/or Teacher mentoring based on seventy-five (75) minute periods or equivalent as outlined below:

FTE Status	Maximum Half Periods Of On-Calls & Supervisions	Maximum Half Periods of Student and Teacher Mentoring	Total Half Periods Per Year
0.167	5	1	6
0.333	11	5	16
0.5	16	7	23
0.667	21	9	30
0.833	27	12	39
1	32	14	46

- L14.2.2 For Guidance Teachers, Lead Student Success Teachers, Teacher-Librarians, School to Community Teachers, Safe School Teachers, Special Education Resource Teachers, Co-operative Education Teachers, and Teachers of Adult Education and Alternative Education Credit Programs, On-calls/Supervisions may be replaced with Student and/or Teacher Mentoring, and be assigned back to their area.

- L14.2.3 All on-call/supervision and mentorship duties shall be prorated in accordance with the ratio that the Teacher's entitlement bears to that of a full-time Teacher as outlined in L14.2.1.
- L14.2.4 All on-calls/supervisions and mentoring shall be equitably assigned and performed inside the instructional day. Any scheduling of on-calls/supervisions and mentoring performed outside of the instructional day shall be with the consent of the Teacher affected, the Principal, the Board and the Bargaining Unit.
- L14.2.5 On-calls/supervisions and mentorship assignments will be for no more than thirty-seven (37) minutes or equivalent.
- L14.2.6 Occasional Teachers shall be hired to replace Teachers who are absent for more than two (2) periods.
- L14.2.7 On-call coverage shall be limited to:
- i) Coverage for Teachers for an absence from the school of two (2) periods or less;
 - ii) Coverage for Teachers absent due to an emergency where no partially timetabled Occasional Teacher is already available in the school and willing to be hired for the required period(s); and,
 - iii) Coverage in a situation in which the use of an Occasional Teacher is warranted under the provisions of the Agreement, but no Occasional Teacher is available on that date provided an effort is made to hire an Occasional Teacher.
- L14.2.8 The Teacher's availability for on-calls shall be scheduled. A Teacher will not be assigned more than one (1) on-call in a day or two (2) in one week, nor will the Teacher be assigned an on-call on a day when the Teacher is assigned a supervision.
- L14.2.9 On-calls, supervisions and mentorship assignments shall be reviewed by the School Based Work Team by 30 September for Semester 1 and 28 February for Semester 2. If these timelines are not achieved then the schedules will be referred to the Joint Secondary Staffing Committee.
- L14.2.10 Providing that student safety is maintained, any supervision assigned to Teachers shall be minimal and equitably assigned.
- L14.2.11 The length of a supervision shall not exceed one half (1/2) period.
- L14.2.12 Teachers of such courses listed in Article L19.1.8 and other credit and non-credit bearing educational services or school-based initiatives (i.e. attendance, behaviour

(Transitions), special education, and third party contract) shall be assigned to their area for the full school day. Teachers assigned in this manner shall be free of other assigned duties, and shall have a 15 minute break in the morning and a 15 minute break in the afternoon and a lunch break of a minimum of 40 consecutive minutes.

- L14.2.13 Schools running the five period day incorporating the Multi-Subject Instructional Period (MSIP) will organize such that agreed upon provisions for Teacher workload are not exceeded. The parties further agree that the details will be reviewed annually by the Joint Secondary Staffing Committee.

L14.3 School to Community Programs

- L14.3.1 Full-time School to Community Teachers will be assigned to their areas for the full school day.

- L14.3.2 Notwithstanding L14.3.1, preparation time for School to Community Teachers will be provided through School to Community planning time staff/itinerant Teachers and will be assigned through Educational Services. Given the unique nature of the School to Community Program, each School to Community Teacher will be assigned scheduled preparation time per week, prorated for part-time Teachers, as per the following:

Year	Minutes of Preparation Time per Week	Ministry Assigned Preparation Days (5 days per semester, calculated per week)	Total
2008-2009	200	58	258
2009-2010	210	58	268
2010-2011	220	58	278
2011-2012	230	58	288
Aug 31, 2012	284	58	342

L14.4 Focus Programs

- L14.4.1 With the agreement of the Teacher affected, the Principal, the Board and the Bargaining Unit, a full-time Teacher of a Focus Program or other specialized four-credit packaged programs shall be assigned to their area for the full school day. Teachers assigned in this manner shall be free of other assigned duties, and shall have a 15-minute break in the morning and a 15-minute break in the afternoon and a lunch break of a minimum of 40 consecutive minutes.

- L14.4.2 Any new Fully Assigned Focus programs will be reviewed by both the Board and the Federation prior to implementation.
- L14.4.3 Teachers of Focus Programs shall notify the principal of the Focus Program Home School by 15 January of their intention to continue/not continue in that position for the following school year.
- L14.4.4 Only those positions for which the incumbent Teacher has indicated their intention not to continue in the position and new programs shall be advertised.

L14.5 School-Based Work Team Responsibilities

- L14.5.1 At the beginning of each semester, the Joint Secondary Staffing Committee shall monitor class sizes and the distribution of workload in each semester and shall review individual Teacher workload. Anomalies in a Teacher's workload shall be referred back to the School Based Work Team, with recommendations for resolution.
- L14.5.2 Teachers shall have the opportunity to identify their preferred assignment for the next school year. Teacher preference forms shall be submitted to the Principal by 28 February of each year. The Principal shall provide a copy of these forms to the School Based Work Team and they will use Teacher preferences to make recommendations to the Principal for timetabling.
- L14.5.3 Concerns including those regarding the equity of teaching assignments will be reviewed by the School Based Work Team. Unresolved concerns shall be referred to the Joint Secondary School Staffing Committee.

Article 15: Teacher Workload

L15.1 Class Size Maxima

- L15.1.1 In order to provide a positive learning environment, the Board and the Federation agree to the following maximum class sizes:

Category	Grades 9 & 10	Grades 11 & 12
Locally Developed/Essential/Literacy/Learning Strategies	14	14
Workplace Courses	-	20
Applied Courses	22	-
Open Level Courses (Not Listed Above) & Computer - Based Tech	26	27
Academic Courses	28	-
College Destination	-	27
University/College Courses	-	30
University Destination (English, Science, Computer-Based Courses, Languages)	-	28
University Destination Other than Above	-	32
International Baccalaureate Programs/Enriched (Challenge/Pre-International Baccalaureate)	32	32
Technology Courses (Not Computer-Based)	20	20
Integrated Technology (Only when a shop is not available)	24	-
Family Studies (Culinary Based)	20	22
Art & Drama	26	28
Music	28	28
Physical & Health Education	28	28
Peer Tutoring	-	32
Coop (Numbers shown here represent students, not credits)	-	21
ESL (Levels A, B, C and D)	14	14
ESL (Level E)	22	22
ESL – Sheltered (Careers, Civics, Business Computers, Keyboarding, Geography/History)	22	22
ESL – Sheltered Classes (Science)	20	20
E-learning Classes (Central Agreement Letter #3)	35	35

Note: The class size flex factors do not apply to E-learning. The class cap is 35.

- L15.1.2 The class size of a multi-level or multi-grade class shall be the lowest class size.
- L15.1.3 If a class can be classified in more than one category, the course description and outline shall be reviewed by the Joint Secondary Staffing Committee for final determination.
- L15.1.4 The sum of an individual Teacher's combined class sizes (sum of the Maxima in the chart) may only be exceeded by a total of four (4) students per semester and not more than two (2) students per class.
- L15.1.5 Notwithstanding L15.1.4, the following applies (Central Agreement Letter #3):

- a) Further, for 10% of classes in the school board, they may be exceeded by up to 2 students.
- b) With respect to an individual Teacher's combined class sizes, (Pupil-Teacher-Contacts (PTC) or equivalent) any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) With respect to an individual Teacher's combined class sizes, (PTC or equivalent) the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in Section 31 of Regulation 298 under the Education Act.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

- L15.1.6 It is agreed that the Joint Secondary Staffing Committee will meet in October, November, March, and April to monitor and address issues related to class size. Additional meetings may be called as required.
- L15.1.7 Any additional sections generated by enrolment shall be allocated to schools by the Joint Secondary Staffing Committee. The Committee will use the sections to address the following issues:
 - a) Class sizes
 - b) School program
 - c) Staffing needs (e.g. Resolution of splits, administrative transfers).
- L15.1.8 The count dates for class sizes shall be 25 school days after the start of each semester. These numbers will be reported to the Joint Secondary Staffing committee, and the committee shall make any necessary adjustments or determine any necessary exceptions by 31 October and 31 March of each school year.
- L15.1.9 Teacher Utilization Reports will be provided to Human Resources, the School Based Work Team, and the Federation to be reviewed by the Joint Secondary Staffing Committee after the count dates each semester. The Committee shall make any necessary adjustments or determine any necessary exceptions.
- L15.1.10 The sections generated by the Ministry of Education "Student Success" initiatives shall be allocated to schools by the Joint Secondary Staffing Committee in compliance with the Ministry of Education requirements and guidelines. The

Committee will use these sections to support school-based student success initiatives as further described in the attached Letter of Understanding entitled “Student Success Initiatives”.

- L15.1.11 The secondary programming enhancement sections provided for through the Provincial Discussion Table Agreement, less 1.0 FTE Teachers in 2012-2013 and thereafter that have been allocated for school to community Teacher preparation time, will be allocated above the Board-wide average aggregate, as per Article L19.1.4.
- L15.1.12 Notwithstanding the class size maxima, it is understood that some flexibility may be required at North Addington Education Centre and Granite Ridge Education Centre in regard to class size due to the unique program requirements of these schools. These exceptions regarding class size shall be approved by the School Based Work Team and the Joint Secondary Staffing Committee by the dates set out in L15.1.6.
- L15.1.13 Notwithstanding the parameters set out in Article L19.1.4, additional sections may be added to achieve the class size maxima and provide quality programming for students.
- L15.1.14 Each school shall be assigned a minimum of one (1) F.T.E. Learning Program Support Teachers/Special Education Resource Teachers. Additional Learning Program Support Teachers/Special Education Resource Teachers will be distributed proportionately taking into account student needs and school programs based on the Funding Model allocation.
- L15.1.15 Subject to changes required by the Education Act, as amended, there will be no change in Board practices with respect to class size and Teacher workload unless negotiated.
- L15.1.16 A review of the staffing procedures shall be conducted each year by the Permanent Board/Federation Committee. The Permanent Board/Federation Committee will report to both the Board and the Federation by 15 December each year.

Article 16: Positions of Added Responsibility

L16.1 Allocation of Positions of Added Responsibility

- L16.1.1 The allocation of the number of Positions of Added Responsibility (PAR) and allowances to secondary schools shall be the responsibility of the Joint Secondary Staffing Committee. The Committee shall use the funding formula to determine the number of PAR using the Board-approved projected average daily enrolment (ADE)

for students under twenty-one years of age and for students twenty-one years of age and over.

L16.1.2 The distribution to schools shall normally be completed by 7 February for the following school year using the 31 October enrolment of the current school year rounded to the nearest hundred which includes all students enrolled at the school.

L16.1.3 Should the Board wish to eliminate a special position with the Board held by a Teacher, (e.g. Consultant or Project Leader), that extends beyond one year, the Board agrees to provide the Federation notice of the date at which the position will be eliminated by 1 April for Semester I and by 15 November for Semester II.

L16.2 Annual School Organization Review

L16.2.1 The recommendations for the school organization shall be prepared annually for the forthcoming school year. In consultation with the School Based Work Team, current PAR committee, and teaching staff, each secondary school Principal shall develop a PAR structure to meet the school's supervisory, leadership and pedagogical needs given the limitations of the funding formula. This PAR structure shall reflect the following:

- a) Every organizational unit (except Adult Education and Alternative Education Credit Programs and Student Services) will be subject or program based.
- b) Each PAR position shall be filled by one person.
- c) Safety, program and curriculum concerns will be reviewed in an effort to balance workload for PAR positions.
- d) The PAR proposal for the school must be endorsed by the School Based Work Team and passed by motion of the Teaching Staff by 28 February or at the first staff meeting in March for implementation the following school year.
- e) Prior to final staff decisions, continuance of the current organizational pattern or any proposed modification and restructuring by school staffs for the forthcoming school year must be brought to both the Superintendent of Human Resources and the Teachers' Bargaining Unit Executive for advice and recommendations by 31 March. Such proposals shall show the number of sections and Teachers for each position of added responsibility, and the subjects that may be combined under a leadership position.
- f) Proposals will be sent to the Joint Secondary Staffing Committee by 1 April for final review and recommendation.

- g) The final approved PAR proposal shall be forwarded to the appropriate Superintendent for approval and implementation.
- h) The annual review of a proposed school organization may produce recommendations for specific changes in the status of individuals currently in positions of added responsibility. Such changes shall conform to the normal staffing procedures of the Limestone District School Board.
- i) When a position of added responsibility is to be reduced or eliminated, the incumbent shall be notified prior to 15 April. Normally, the effective date for such a change in status shall be 31 August and the conditions of the Collective Agreement in force shall apply.
- j) When a new position is to be introduced or a position is vacated, the new or vacant position shall be identified in the proposal submitted and shall be advertised throughout the system.
- k) A person appointed as department head of a subject organizational unit shall hold specialist or honour specialist qualifications in one or more of the subjects taught in the organizational unit for which the Teacher is appointed.
- l) A person appointed as department head to a non-subject organizational unit shall hold specialist or honour specialist qualifications in respect of the organizational unit for which the Teacher is appointed.
- m) If no appropriate candidates with specialist qualifications in the subject area apply for a position of department head then a person not holding a specialist qualification in the subject area may be appointed on an interim basis for not more than one school year.

L16.2.2 A review of the Article with respect to Positions of Added Responsibility shall be conducted by the Permanent Board-Federation Committee upon request by either the Board or the Federation in accordance with Article L12.

Article 17: Entitlement

L17.1 Entitlement and Increases to Entitlement

L17.1.1 A Teacher's entitlement with the Board is that fraction of full-time employment that is due to a permanent Teacher as verified by the Principal's Recommendation Form(s). If the entitlement is less than full-time, an increase in this entitlement can be gained as provided for in Article L17.1.5 and L17.1.6.

L17.1.2 A Teacher who does not receive their full entitlement during any one staffing round, will be given the opportunity to apply for part-time leave under Article L29, while

retaining the option of returning to their previous entitlement whenever the opportunity presents itself.

- L17.1.3 The entitlement for a Teacher who teaches a focus program at a school (host school) other than their home school shall remain with the home school. Should the Teacher teach that focus program for more than two consecutive years at the host school, then the entitlement equal to the number of sections taught with the focus program shall be transferred to the host school in the subsequent staffing round. The number of sections transferred shall be the minimum number of sections taught each year.
- L17.1.4 Teachers who have their full teaching assignment in the first semester in any one year will be considered as part of the staffing complement of their school(s) when staffing for the following year is carried out.
- L17.1.5 A Teacher with at least a three (3) credit section entitlement shall be permitted to increase their entitlement to full time, according to certification and seniority, before any new Teachers from outside the system are hired. Consideration will also be given to other qualified part-time Teachers who wish to increase their entitlement before any new Teachers are hired.
- L17.1.6 Notwithstanding Article L17.1.5, all vacancies shall be advertised in accordance with Article L19, and be open to all secondary Teachers within the system. Teachers wishing to exercise their rights under Article L17.1.5 must apply for the advertised position, and indicate in their application their current entitlement with the Board. Applicants will compete for the position(s).
- L17.1.7 Applications from Occasional Teachers in response to internally advertised positions shall be considered for permanent positions that become available within the board prior to external advertising.

L17.2 Part-time Teachers

- L17.2.1 All Teachers on part-time employment with the Board will accrue seniority at the full-time rate during the period of their part-time employment.
- L17.2.2 A part-time Teacher whose workload in the two semesters is not equal, shall be paid in the same ratio as the ratios worked in each semester, except as provided for in Article L17.2.3 below.
- L17.2.3 A Teacher who chooses to teach part-time for a school year, shall have the option, if exercised prior to 1 August for the upcoming school year, of having their salary paid

according to their teaching assignment each semester, or divided equally between the two semesters.

- L17.2.4 Except as otherwise provided in this Collective Agreement, the grid salary, allowances over and above grid salary and any other entitlements shall be prorated in the ratio that the Teacher's assignment bears to a full-time assignment.

Workload proration shall be in accordance with Article L14.

- L17.2.5 For a part-time Teacher, salary (including appropriate allowances), sick leave and any other entitlements that are not specified in other provisions of this agreement shall be prorated in the ratio that the Teacher's assignment bears to a full-time assignment. The minimum entitlement of a part-time Teacher shall be 1 (one) section out of a maximum of 6 (six) sections.

Article 18: Seniority

L18.1 Seniority List

- L18.1.1 The draft Seniority List shall be in schools as early as possible, but no later than 15 March. Copies of both the draft and final Seniority Lists shall be sent to the Principals, the District President and the Branch Presidents.
- L18.1.2 A Secondary Seniority List for staffing, prepared by the Board by 15 April, and approved by the Federation, shall be used to identify which Teachers are surplus to their schools and/or redundant to the system, should such identification be necessary. The Federation shall indemnify and save the Board harmless from any claims related to the preparation and maintenance of the Secondary Seniority List.
- L18.1.3 The Seniority List will be established for Teachers employed by the Board. This list will record the school, Teacher, the Teacher's seniority and the Teacher's qualifications. Qualifications shall be in accordance with the Education Act, as amended and regulations made thereunder, and the Ontario College of Teachers' Act, as amended and regulations made thereunder.

L18.2 Determination of Seniority

- L18.2.1 Seniority shall be determined by the placement on the appropriate OSSTF District Seniority List as of 31 December, 1997 which will be deemed the length of continuous service. Seniority will be determined by the length of continuous service with the Limestone District School Board and the Frontenac County Board of Education, or the Limestone District School Board and the Lennox and Addington County Board of Education, calculated from the month the Teacher starts their

duties and shall be expressed to the nearest tenth whether the Teacher is teaching a ten-month or eleven-month school year. Although a Teacher may teach a ten-month or eleven-month school year the maximum seniority that can be accrued per year is one (1) year.

- L18.2.2 Should a tie in rank ordering occur based on L18.2.1, the following criteria shall be used in sequence to break the tie: Total years of secondary teaching experience with the Board of Employment on 31 December, 1997 (i.e. either the Frontenac County Board of Education or the Lennox and Addington County Board of Education) and secondary teaching experience with the Limestone District School Board;

THEN

Total years of teaching experience with the Board of Employment on 31 December, 1997 (i.e. either the Frontenac County Board of Education or the Lennox and Addington County Board of Education) and teaching experience with the Limestone District School Board;

THEN

Total years of secondary teaching experience in Ontario;

THEN

Total years of teaching experience in Ontario;

THEN

Total years of teaching experience in Canada;

THEN

Total years international teaching experience in a recognized and accredited secondary school, an elementary school, a college or a university or in any other equivalent educational system

THEN

By lot.

- L18.2.3 It is understood that with respect to qualifications in a subject area, for the purposes of this Article, a Teacher is considered qualified in a subject area when that subject area is listed on the Teacher's Ontario College of Teachers' Certificate of Qualifications.

- L18.2.4 Where ambiguity may exist in some areas of certification, these situations will be dealt with at the staffing meetings on an individual basis, and subject to the subsequent approval of the Joint Secondary Staffing Committee.
- L18.2.5 Any discrepancies in seniority must be brought to the attention of Human Resources Services by 7 April of each year, otherwise the 'Final' 15 April list is deemed accurate for that year and shall be the basis for all staffing decisions for the following school year.
- L18.2.6 The following qualifications will be used in determining the placement of Teachers under Article L19:
- a) Those subjects recognized by the Ministry of Education as generating a credit in that subject;
 - b) Guidance;
 - c) Librarianship;
 - d) Special Education (for programs such as Learning Program Support or Special Education Resource)
- L18.2.7 Any Teacher who is assigned on a temporary basis of up to one (1) year to an acting administrative position shall continue to accumulate seniority on the Secondary Seniority List.
- L18.2.8 A Teacher on part-time employment with the Board will accrue seniority at the full-time rate during the period of their part-time employment.
- L18.2.9 A Teacher who is positioned in a secondary school as a School to Community Teacher on September 1, 2001 shall, in addition to being placed on the OSSTF seniority list, be placed on a School to Community seniority list. Seniority shall be in accordance with the Memorandum of Agreement dated December 21, 2000.
- L18.2.10 For additions to the School to Community Seniority List after September 1, 2001, a Teacher must apply and be appointed to a Secondary School to Community Position which has been advertised in accordance with Article L19 of the Collective Agreement.
- L18.2.11 A Secondary School to Community Teacher on September 1, 2001, who holds qualifications in Special Education and TTR shall be considered to be qualified for all Secondary School to Community positions.

Article 19: Staffing

L19.1 Projected Enrolment & System Allocation

- L19.1.1 The procedure for establishing the initial staffing resources available to each secondary school for the next school year shall be implemented by the Joint Secondary Staffing Committee as described in Article L12 and shall be as follows:
- L19.1.2 Determination of the official projected enrolment for the system and the individual schools shall be completed as soon as possible after 30 January.
- L19.1.3 Determination of the number of staff available to the system and to individual schools, in accordance with Articles L12, L16 and L19 of the Collective Agreement.
- L 19.1.4.1 For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the Board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations. (Central Letter of Agreement #3)
- L19.1.4.2 For the purposes of staffing grades 9 to 12 for E-learning credit courses, the Board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class regulations or 30 in the absence of such regulations. (Central Letter of Agreement #3)
- L19.1.5 The minimum number of FTE Guidance Teachers for the system shall be based on the Ministry of Education funding for Guidance Teachers (as amended), currently 2.6 per 1000 ADE.
- L19.1.6 The minimum number of FTE Teacher-Librarians for the system shall be based on the Ministry of Education funding for Library (as amended), currently 1.1 per 1000 ADE.
- L19.1.7 The minimum number of FTE for Special Education Resource Teachers and non-credit Special Education programs for the system shall be based on the Ministry of Education funding for these programs and services.
- L19.1.8 Teachers of Adult programs shall be in addition to the Teachers generated by the Funding Model and the number of Teachers shall be funded through the monies available for Adult Education. There will be 27 FTE Secondary Teachers based on a projected enrolment of 1000 FTE Adult students, subject to adjustments for enrolment changes on 31 October and 31 March.

- L19.1.9 The Board shall continue to allocate equivalent full-time teaching positions on a discretionary basis to other school programs (such as Section 23 programs and targeted initiatives) based on Board decisions and the provision of third party and/or Ministry specific funding.
- L19.1.10 The minimum number of FTE for Student Success sections shall be based on the Ministry of Education funding allocated for such sections.
- L19.1.11 A secondary school's Average Daily Enrolment (ADE) in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the board pursuant to this Collective Agreement and/or any class-size regulation.

L19.2 School Allocations

- L19.2.1 The Joint Secondary Staffing Committee shall meet as soon as possible after the Grants for Student Needs (GSNs) are released, but not later than 15 April of each year to review staffing allocations for the upcoming school year.
- L19.2.2 Adjustments to the initial staff allocation may be made by the District Secondary Staffing Committee, subject to review by the Joint Secondary Staffing Committee. The District Secondary Staffing Committee consists of the Superintendent of Human Resources and/or designate, Human Resources staff, the Secondary School Principals, with the District President (or member designated by the TBU Executive) present as an observer at all stages.
- L19.2.3 The Principal will update the School Based Work Team following each meeting of the District Staffing Committee.
- L19.2.4 The Board will provide the District Secondary School Staffing Committee with information on approved leaves of absence, retirements and resignations.
- L19.2.5 It is understood that all Teachers on leave, loan, or exchange, or returning from such leave, loan, or exchange, are subject to consideration under the provisions of this Article on the same basis as all other secondary school Teachers in the employ of the Board. Except that where a Teacher has been on leave, loan, or exchange for a continuous period of more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to their former school for staffing purposes and be placed in accordance with the Articles of this Collective Agreement having to do with the placement of Teachers.
- L19.2.6 Upon the return of a Teacher from an absence due to Long Term Disability of up to five (5) full semesters excluding the semester in which the absence begins, the

Board shall place that Teacher in their former position in their former school. Only if the Teacher has been declared surplus in their school will the Teacher become a system responsibility for staffing purposes and be placed in accordance with the Articles of this Collective Agreement having to do with the placement of Teachers who are surplus or redundant to the needs of the system.

Notwithstanding the above, the Teacher may agree to accept an alternate placement, mutually agreed upon.

- L19.2.7 Upon the return of a Teacher from a leave for Long Term Disability of over five (5) full semesters excluding the semester in which the absence begins, the Teacher will become a system responsibility for staffing purposes, and be placed in accordance with the Articles of this Collective Agreement having to do with the placement of Teachers who are surplus or redundant to the needs of the system.

L19.3 Preliminary School Staffing Plan

- L19.3.1 The Principal will develop a draft Preliminary School Staffing Plan.

- L19.3.2 a) The Principal and the School Based Work Team shall review the Preliminary School Staffing Plan for input and suggestions prior to submitting the plan to Human Resources. The Preliminary School Plan shall contain the following:
- Number of positions surplus or partially surplus to the school, and;
 - Teachers who are surplus or partially surplus to the school. Teachers identified as surplus or partially surplus to the school, are those with the least seniority in each of the areas for which they are qualified. Such a determination shall be done by reviewing the seniority of all members of the school's staff including those members of staff who are returning from leave, loan, exchange, LTD or who are assigned to the staff by the Superintendent of Human Resources;
 - Section allocation by course and department/curriculum area;
 - Teacher assignment by department/curriculum area (consideration given to Teacher preferences as per Article L14.5.2);
 - Teacher assignment in non-classroom areas;
 - Vacant positions which cannot be filled by members of the current staff; and,
 - Areas of concern and special considerations.
- b) Any Teacher assignments tentatively made as an exception as per Article L19.3.2(d)

- c) All assignments shall be in accordance with each Teacher's subject qualification as defined in Article L19 or by mutual consent, provided the placement does not result in a more senior Teacher being declared surplus than would have been the case had the placement not occurred. Such placements will be identified on the Preliminary Plan.
- d) An assignment which is an exception to this practice shall be permitted only where it does not result in a Teacher, being declared surplus to their school or redundant to the system. The Principal shall notify the District Staffing Committee of those assignments tentatively made as exceptions as allowed in this Article;
- e) Assignment of a Teacher with less seniority in a qualified area to an approved Focus Program must be approved by both the Board and the Federation;

L19.3.3 Principals shall submit their Preliminary Staffing Plan to the Superintendent of Human Resources, or designate, by 30 April. The Superintendent of Human Resources, or designate, will provide the Joint Secondary Staffing Committee with copies of each school's Preliminary School Staffing Plan, within five (5) days.

L19.4 **Determination of Surplus to School & Redundant to System**

L19.4.1 Wherever possible, it is the intention of the Board to avoid declaring surplus to the needs of the system any Teacher who has a permanent position with the Board. While normal attrition may allow the retention of all the present teaching staff members who wish to remain with the Board, decreasing enrolments and Provincial regulatory changes may make it necessary to reduce the number of teaching staff employed by the Board, or changing student option-selection patterns may make it necessary to change the complement of a teaching staff. The procedures set out in this Article are designed to accomplish the difficult task of identifying Teachers who are surplus to the needs of their present school, and perhaps redundant to the needs of the system, in a manner that provides the Teacher with the greatest possible degree of consideration and fair treatment and in a manner that assures the highest available standard of instruction in the classroom.

L19.4.2 Based on the information as provided in the Preliminary School Staffing Plans, the Superintendent of Human Resources, or designate, will determine those Teachers who will be declared surplus to schools and those redundant to the system.

L19.4.3 The Superintendent of Human Resources, or designate, will provide the list of those Teachers surplus to schools and/or redundant to the system to the Joint Secondary Staffing Committee and the District Secondary Staffing Committee by 31 May.

L19.4.4 Those Teachers identified as redundant to the system shall be the Teachers with the least seniority in the district.

L19.4.5 The Superintendent of Human Resources or designate will notify those Teachers who are declared surplus to their school and will provide notification to those Teachers who are redundant to the system. These notifications will be given on or before 31 May each year.

L19.5 Surplus to School Notification

L19.5.1 Surplus to school notification will include the following:

- a) A formal statement from the Board which indicates that the Teacher remains a LSDB employee with all rights and an explanation of the process for placing Teachers surplus to their schools
- b) A form from the Superintendent of Human Resources, or designate, indicating the Teacher's desire or not to be returned to their home school should an opportunity arise. This form will also allow the Teacher to rank their preference of all schools they would like to be placed into, should an opening arise. This form shall include information that outlines the process that permits a Teacher to withdraw this request by 1 November each year, for second semester as per Article L19.9.1

L19.6 Redundant to System Notification

L19.6.1 Redundant to system notification shall include the following:

- a) A formal statement from the Board which indicates that the Teacher remains a LSDB employee with all rights and an explanation of the process for placing Teachers surplus to their schools. This notification normally will incorporate a statement from the Board which indicates that the Teacher was considered to be an effective Teacher.
- b) A form from The Superintendent of Human Resources, or designate, indicating the Teacher's desire or not to be returned to their home school should an opportunity arise. This form shall include information that outlines the process that permits a Teacher to withdraw this request by 1 November each year, for second semester as per Article L19.9;
- c) Teachers identified as redundant to the system by the Superintendent of Human Resources, or designate, will be provided the opportunity to accept a placement, based on seniority and qualifications, in one of the two identified Northern schools (North Addington Education Centre & Granite Ridge

Education Centre) by no later than 7 June. This notification will make it clear that by declining a Northern Placement the Teacher will retain their ranking on the surplus/redundancy list but that the District Secondary Staffing Committee will continue to staff more junior Teachers into northern positions.

L19.6.2 Any Teacher identified in Article L19.4.3 on the redundancy list for the system, will be retained provided the Teacher indicates annually by 1 April in writing to the Superintendent of Human Resources that they intend to be available for a position in any school, provided the Teacher has not been hired by another Board, and provided the Teacher does not accept a severance allowance as specified in Article L19.6.4.

L19.6.3 The Superintendent of Human Resources will offer to a Teacher who is declared redundant to the system, (either totally or for one semester), the Teacher's choice of one of the following alternatives to regular full-time employment:

- a) Take a leave of absence under Article L28 during which they will be placed on the Occasional Teacher Roster and the Long Term Occasional Teacher List. Teachers choosing this option shall be retained on the redundancy list and shall be offered any regular teaching positions for which they are eligible under Article L19.10.1(a) before new Teachers are hired.

OR

- b) Take leave of absence under Article L28 for one year, after which the Teacher shall have the choice of:
 - i. Being placed on the Roster of Occasional Teachers and Long Term Occasional Teacher List, or
 - ii. In the case of a permanent Teacher, being paid a severance allowance as specified in Article L19.6.4.

OR

L19.6.4 In the case of a permanent Teacher, resigning and receiving a severance allowance of ten (10) days salary according to the Teacher's entitlement and grid position for each year of recognized teaching experience with this Board, to a maximum of 100 days. It should be noted that:

- a) A Teacher who is declared redundant according to Articles L19.10.1(a) and L19.10.1(b) and who refuses to accept a subsequent offer of a teaching position at their entitlement for which the Teacher is certificated, will have their employment terminated;

- b) Notwithstanding any eligibility for a gratuity under Article L37 when a Teacher receives a severance allowance under this section, no gratuity under Article L37 will be paid.

- L19.6.5 The onus shall be on the Teacher on the Redundancy List to inform the Board and the Federation in writing of any change of address. In the event that such a Teacher cannot be located through a normal Post Office address or telephone number, the Teacher's name will be removed from the list.
- L19.6.6 A Teacher who remains fully redundant for a period of three (3) years for which there is still no position available with the Board, shall be removed from the Redundancy List. The Teacher shall remain on the Board's OT Roster.
- L19.6.7 A Teacher who is declared surplus to their school and/or redundant to the needs of the system may apply to the Superintendent of Human Resources, through the Federation, for a review of the circumstances leading to that declaration. The Teacher may request representation on their behalf by a member of the Teachers' Bargaining Unit Executive of the Federation.

L19.7 Revised School Staffing Plan

- L19.7.1 The Principal will develop a Revised School Staffing Plan.
- L19.7.2 The Principal and the School Based Work Team shall review the Revised School Staffing Plan for input and suggestions prior to submitting the plan to the Superintendent of Human Resources, or designate. The Revised School Staffing Plan shall be submitted approximately one week following the date of surplus/redundancy notification. The Superintendent of Human Resources, or designate, in consultation with the Federation, will establish a specific date each year. The Superintendent of Human Resources, or designate, will provide the Joint Secondary Staffing Committee with copies of each school's Revised School Staffing Plan by 31 May. The Revised School Plan shall contain the following:
- Section allocation by course and department/curriculum area;
 - Teacher assignment by department/curriculum area (this shall not include those Teachers declared redundant to the system),
 - Teacher assignment in non-classroom areas;
 - Teachers surplus or partially surplus to the school;
 - Vacant positions which cannot be filled by members of the current staff;
 - Vacant PAR, Focus, Lead Student Success and School to Community positions that require staffing through competition and of these positions, identification

of those positions that are vacant due to the incumbent being declared redundant. Please refer to Article L19.10.4; and,

- Areas of concern and special considerations.

L19.7.3 A Teacher holding a PAR position shall be exempted from consideration as a Teacher surplus to their school for the duration of that appointment as long as they are not identified as redundant to the system and is subject to the following considerations:

- a) No Teacher will be declared redundant to the system as a consequence of a Teacher with less seniority being retained in the system as a department head.
- b) If a Teacher with more seniority becomes surplus to a school as a result of a Teacher with less seniority being retained within a school as a department head, the Teacher who is declared surplus will be so identified and given the following considerations:
 - i) The Teacher will be positioned in another school in the system using the regular staffing process.
 - ii) The Teacher's assignment will not be split between schools as consequence of the transfer.
 - iii) Each year, following the transfer of such Teacher(s) and upon formal request (in writing) of the Teacher to the Superintendent of Human Resources, notice to be received by 1 April, the Superintendent of Human Resources will position the Teacher in their former school as per Article L19.3.2 for the purpose of determining the number of positions surplus or partially surplus to the school concerned.

L19.7.4 Because of the unique consideration provided for in Article L19.7.3, the Board agrees that when appointing a Teacher to a PAR Position, sufficient care will be taken in assessing the current and projected situation with respect to staffing and student enrolment in the District to ensure that such an appointment will not result in a Teacher currently with the Board being declared redundant to the system.

L19.8 [Voluntary Transfer/Consolidation/Exchange Process](#)

L19.8.1 Teachers requesting a Transfer/Consolidation/Exchange may be asked to follow procedures similar to those used in regular hiring procedures. It is understood that:

- a) Due consideration will be given to a Teacher's position on the Seniority List in all decisions related to transfer in order to avoid, if at all possible, involving a

Teacher in a transfer between schools if the Teacher is ultimately redundant to the system;

- b) Teachers may place their names on a Voluntary/Transfer/Consolidation/Exchange List by contacting the Federation in writing, prior to 10 April and indicating their current school location, qualification, seniority, preferred teaching assignment and new location(s) in ranked order. The Federation will provide this information to the Secondary Human Resources Consultant upon receipt of the school vacancies. Teachers may withdraw from the List at any time, prior to transfer, through written notification to the Federation.
- c) Following the implementation of the Revised School Plan (Article L19.7) the District Secondary Staffing Committee will place Teachers from the Voluntary Transfer/Consolidation/Exchange List and Surplus List (together called the Placement List) into any remaining vacancies on the basis of qualifications, seniority, and the Teachers' indicated preference(s).
- d) When requested, exchanges may be for a stated period of time (e.g. one semester, one year, but not more than two years). At the end of the stated period or on the completion of two full years the exchange will revert or, with the approval of the District Secondary Staffing Committee and the Teacher(s), will be made permanent;
- e) The Voluntary Transfer/Consolidation/Exchange List as compiled in (b) will remain in effect and be used as other vacancies occur throughout the staffing year on the condition that the vacancy is filled before the start of a semester. Teachers wishing to remain on the list for the subsequent staffing year must repeat the procedure outlined in L19.7.3(b).

L19.8.2 Following the disposition of all transfer/exchange requests the Principal and the School Based Work Team of each Secondary School shall revise the Revised School Staffing Plan as prescribed in Article L19.7.

L19.9 [Return to School/Pull-backs](#)

L19.9.1 If any Teacher is declared surplus to the needs of their school and as a consequence is placed at another school, provided that voluntary transfers are accommodated first, where possible, the Teacher shall be given the option of filling a vacancy for which they have the appropriate subject qualification and which occurs in their original school up to one week prior to the first day of school of the year in which the Teacher was placed at another school.

L19.10 Placement from the Placement List

- L19.10.1 The District Secondary Staffing Committee will place Teachers from the Voluntary Transfer/Consolidation/Exchange List and Surplus/Redundancy List (together called the Placement List) concurrently into any remaining vacancies on the basis of seniority, qualification, and preference(s) as indicated on the Transfer Form.
- a) The District Secondary Staffing Committee will examine the list of Teachers declared surplus to the needs of individual schools, and the placement by the Superintendent of Human Resources of suitably qualified surplus Teachers in those positions still vacant in the system. If no teaching position is vacant for which the surplus Teacher is qualified, the Superintendent of Human Resources shall place the Teacher in a position within the system for which the Teacher is qualified and which is held by a Teacher with less (normally least) seniority.
 - b) Every effort, however, shall be made to minimize the extent of the geographical dislocation of a Teacher's place of work as a result of this placement. It is understood that in extreme cases, it may be considered appropriate for the Superintendent of Human Resources to reassign a Teacher with less seniority to another school to reduce the impact of the relocation on the Teacher with more seniority.
- L19.10.2 After 25 August, Teachers will be placed from the Placement List into sections based on seniority and the subject areas in which they hold qualifications.
- L19.10.3 When dealing with Voluntary Transfers/Consolidations/Exchanges, return to school, or placement from the Surplus/Redundancy List, the point at which a single position could be staffed through any of the aforementioned means, the position shall be assigned to the most senior Teacher, based on qualifications.
- L19.10.4 School to Community, Focus Program, Lead Student Success and PAR vacancies that were created as a result of the incumbent being declared redundant, may be filled by the incumbent at such point that they are deemed the most senior person on the list with the requisite qualifications.
- L19.10.5 Any remaining positions will be advertised after the last District Staffing Committee meeting prior to the start of the school year.
- L19.10.6 In order for a Teacher to teach outside of their area of qualification, a Mutual Consent Agreement shall be signed by the Teacher, the Principal and approved by the Superintendent of Human Resources.

- L19.10.7 The Teacher shall be consulted prior to the Teacher making a decision respecting the assignment.
- L19.10.8 Human Resources shall provide to the Federation the list of all the Teachers assigned as per the above by 30 September for Semester I and 28 February for Semester II.
- L19.10.9 No new Teachers are to be hired into the system until all Teachers named on the redundancy list have been dealt with under the terms of Article L19.10.1(a) and such Teachers have had an opportunity to compete for vacant positions, giving consideration for mutual consent, as permissible under the Education Act.
- L19.10.10 For these purposes, a new Teacher is defined either as a Teacher who is not currently employed by the Board, or as a Teacher who is currently employed by the Board and who, as a consequence of the appointment, would increase their entitlement with the Board. Every effort will be made to resolve the issue of Teachers with assignments split between schools before new Teachers are hired.

Article 20: Vacancies

L20.1 Internal Vacancies/Hiring

- L20.1.1 A fair and consistent process of hiring, including positions of added responsibility, will be adhered to as described in LDSB Policies and Procedures.
- L20.1.2 Promotion procedures shall be fair and objective, ensuring that all qualified candidates are given serious and appropriate consideration. The applicants with the best job-related qualifications and experience will be selected for an interview.
- L20.1.3 All candidates selected for an interview shall be provided with the interview questions and scoring guide in writing, 15 minutes prior to the interview. Candidates shall be allowed to bring their notes into the interview.
- L20.1.4 All candidates interviewed shall be entitled to a debriefing meeting, including access to the scoring guide, after an interview, and shall be entitled to Federation representation, if they choose.
- L20.1.5 No teacher shall incur the costs of applying to vacancies through an external service provider.
- L20.1.6 Changes to the interview process will be shared with the Federation in advance of implementation.

- L20.1.7 All vacancies including positions of responsibility will be posted electronically for at least five (5) school days prior to the stated closing date for applications and in accordance with Article L19.8. Copies of all postings shall be sent to the District President.
- L20.1.8 Any vacancy which occurs for a complete semester in a course or program shall be recognized as a regular position for the individual who is appointed to it. If the vacancy has arisen from a Teacher who will be returning to the school's complement for the next staffing round, then both Teachers will be considered as part of that school's complement and will be dealt with by the established staffing procedure.
- L20.1.9 Any vacancies created by members going on leave in excess of twenty (20) consecutive teaching days, shall be advertised as Long-Term Occasional Positions, and offered to members on the Placement list according to qualifications and seniority prior to external advertising.
- L20.1.10 If a full-time Teacher who is teaching in a single location leaves the Bargaining Unit in the middle of the school year, the vacancy created shall be advertised internally as a full-time position. The vacancy created by the successful applicant to this position shall be advertised internally to the maximum entitlement of that Teacher in their former school. If the position is not filled internally, then the vacancy created for the second semester shall be advertised externally as a part-time position. The process shall continue until such time as the Teacher being appointed is either a part-time Teacher or is in more than one location.

Notwithstanding the above, sensitive situations may arise wherein the parties agree that this process will be deferred, in which case the vacant position will be posted for the following school year or semester.

- L20.1.11 When a Teacher is hired on a temporary basis (occasional) to fill a teaching vacancy, subject to that vacancy being approved by the Superintendent of Human Resources and the Board, and they are then hired as probationary or a permanent Teacher in the same teaching position, they shall have their effective date of hire back-dated to when the actual teaching assignment first began; and their seniority shall accrue from that date.

L20.2 PAR Vacancies

- L20.2.1 Any PAR vacancy created by members going on leave known to be in excess of twenty (20) consecutive teaching days and less than one semester shall be advertised as position only and filled internally within the school.

20.2.2 Any PAR or Lead Student Success vacancy created by the temporary absence of the incumbent for a full semester or longer, shall be advertised District-wide as an interim position.

20.2.3 A Teacher appointed as an interim Department Head or Lead Student Success due to the temporary absence of the incumbent, shall return to their previous school's complement for staffing purposes at the end of the interim appointment.

L20.3 Recommendation Forms

L20.3.1 After interviews are completed, The Principal's Recommendation Form for Job Postings together with a copy of the Teacher's most recent certificate of qualification and registration (Ontario College of Teachers'), shall be submitted by the Principal, to the Board and the Federation normally within four (4) school days of the recommendation having been made. The Principal will not recommend a person who is not in good standing with the Ontario College of Teachers. Whether or not a successful candidate is recommended a recommendation form will be provided.

L20.3.2 The Recommendation Form shall include:

- The vacancy information
- Type of appointment
- Applicant information, including numbers of qualified and unqualified internal, occasional and external applicants
- Interview information, including the panel members, and the number of candidates interviewed
- Candidates interviewed, whether candidates were internal, external, qualified or unqualified
- Name of successful candidate or identify that there was no successful candidate

Article 21: School to Community Staffing

L21.1.1 As a sub-committee of the District Secondary Staffing Committee, a School to Community Staffing Committee will be set up, which will consist of the Principal or Vice-Principal of Educational Services, the Superintendent of Human Resources or designate, with the option of a Secondary School Principal, and an equal number of Federation representatives. The School to Community Staffing Committee shall develop and propose a staffing model each year for consideration to the Joint Secondary Staffing Committee. This information will also be presented to the District Secondary Staffing Committee.

- L21.1.2 A Secondary School to Community Teacher may be redeployed to another Secondary School to Community class during the school year to respond to changes in enrolment of Secondary School to Community students.
- L21.1.3 Where changes in enrolment necessitate that a Secondary School to Community position be moved to another school during the school year, the incumbent Teacher may elect not to be redeployed to another school. Subject to qualifications and vacancies, the incumbent Teacher may be assigned to another position in the school. Notwithstanding this, should no vacancy exist for which the incumbent Teacher is qualified, the Teacher will be declared partially or fully surplus and may take an unpaid leave of absence for the balance of the school year. The Teacher will be subject to the placement provisions of the Collective Agreement for the following school year.

Article 22: School Closure, Consolidation, Transfer, or Exchange

- L22.1.1 In the event a decision is made to close, consolidate, transfer or exchange a school(s), the Board and the Federation agree to follow the process outlined in the Memorandum of Agreement, dated June 28, 2013.
- L22.1.2 Notwithstanding L22.1.1 above, in the event a decision is made to close, consolidate, transfer or exchange a school, the Board and Federation agree to meet. Furthermore, the Board and the Federation shall agree to any amendments to the Memorandum of Agreement dated June 28, 2013, in order to create a process unique to the circumstances to best meet the needs of the staff and students.

Article 23: Termination of Employment

- L23.1.1 A Teacher may resign or retire at the end of a school year after having given written notice by 1 May or a Teacher may resign or retire at the end of Semester I after having given written notice by 1 December.
- L23.1.2 The Board or a Teacher may terminate a Teacher's employment at any time by mutual consent in writing.
- L23.1.3 A Teacher who wishes to bridge the period from the end of a semester to the Teacher's retirement date may request a leave of absence without pay for that period.
- L23.1.4 The Board may terminate the employment of a Teacher at the end of a school year by following the redundancy procedures under Article L19 and having given notice in writing thirty (30) days prior to the end of the school year.

- L23.1.5 The Board may terminate a Teacher's employment for just cause at any time after notification in writing as per Article L9.
- L23.1.6 The Board, or a Teacher, who is employed as a night school or summer school Teacher, shall give written notice to the other party of not less than two weeks to terminate the Teacher's employment.

Article 24: Financial Support for Specialized Training

- L24.1.1 When the Board specifically requests a Teacher to obtain further education or training in an area in which the Board requires greater Teacher expertise, the Board shall assume the cost of tuition, textbooks, transportation, and basic room and board for the designated Teacher. Transportation, room, and board costs will only be reimbursed when the course of instruction is not available in the Board's jurisdiction.
- L24.1.2 The Board will provide a fund to cover allowances paid to those Teachers who are qualified to substitute for an Administrator as outlined in Article L36.
- L24.1.3 A Teacher qualified to substitute for an Administrator who has less than a full-time administrative assignment shall have the amount received prorated.
- L24.1.4 The Board agrees to offer training and updating as needed, for Teachers in the use of computer technology required in the performance of their duties. Mandated in-service will be provided during the regular workday.
- L24.1.5 Teachers will be provided with access to computers, utilizing the Board server, on school sites, as required in the performance of their duties.

Article 25: Short Term Paid Leave

Notwithstanding Article, 25.1 and 25.2, a total of 5 days are available, in total, for personal and/or family leave, in accordance with the Central Agreement (Letter of Understanding #6, Section 3).

L25.1 Personal Leave

- L25.1.1 Personal leave with pay, to a total of five (5) days per school year, may be granted for reasons which are unavoidable or extraordinary. Such leave shall be granted at the discretion of the Principal, in consultation with the designated supervisory officer. Personal leave shall not be deducted from accumulated sick leave and cannot be accumulated.

L25.1.2 Late return from and early leave taken before specified holiday periods will be taken as absence without pay and approved at the discretion of the designated supervisory officer.

L25.2 Family Leave

L25.2.1 Family Leave with pay, to a total of five (5) days per school year, may be granted in the case of a family emergency, or the serious illness of a family member. Such leave may be granted at the discretion of the Principal. Family leave shall not be deducted from accumulated sick leave and cannot be accumulated.

L25.3 Bereavement/Compassionate Leave

L25.3.1 Notwithstanding the above, bereavement/compassionate leave will be granted at the discretion of the Principal, in consultation with the designated supervisory officer, and such bereavement/compassionate leave will not be deducted from accumulated sick leave credits.

L25.4 Parenting Leave

L25.4.1 Parenting Leave with pay, to a total of five (5) days per school year, may be granted for the birth or adoption of a child. Such leave shall be granted at the discretion of the Principal, in consultation with the designated Supervisory Officer, and shall not be deducted from sick leave. It is understood that Teachers who take pregnancy leave are not eligible for this leave.

L25.5 Inclement Weather

L25.5.1 In the event of extremely severe weather, (e.g. cancellation of bus transportation) or if a public road is not ploughed for the day, the Teacher, after consultation with their administrator, may be directed to report to an alternate Secondary school, or report late to their school when road conditions permit. There shall be no loss of pay for the Teacher. Such leave is not deducted from accumulated sick leave.

L25.6 Quarantine Leave

L25.6.1 Subject to certification by a duly qualified medical practitioner, in any case where, because of exposure to a communicable disease in the course of their duties a Teacher is quarantined or otherwise prevented by the medical officer of health from attending to their duties, leave will be granted without loss of pay. Such leave is not deducted from accumulated sick leave.

L25.7 Jury/Summons Leave

- L25.7.1 Leave of absence without loss of seniority shall be granted to a Teacher who, by reason of summons to serve as a juror, or a summons to serve as a witness in a court proceeding to which they are not a party or one of the persons charged, is absent from duty. The Board shall pay such a Teacher the Teacher's regular salary provided the Teacher presents proof of service to the Board. The Teacher shall pay to the Board any fee, exclusive of traveling allowances and living expenses that the Teacher receives as a juror or as a witness. Such leave is not deducted from accumulated sick leave.

L25.8 Family Medical Leave

- L25.8.1 Family medical leave as per the Employment Standards Act, may be taken to provide care and support to a specified family member for whom a qualified medical practitioner has issued a certificate indicating that the family member has a serious medical condition and that there is a significant risk of death occurring within a period of 26 weeks.
- L25.8.2 For purposes of this leave, a specified family member is deemed to be:
- The employee's spouse (including same-sex spouse)
 - A parent, step-parent or foster parent of the employee;
 - A child, step-child or foster child of the employee; or the employee's spouse; or
 - Any other individual as specified by the Employment Standards Act, as amended.
- L25.8.3 For Teachers who qualify for Employment Insurance Benefits under Human Resources and Skills Development Canada's Compassionate Care Benefits, the Board shall provide a Supplementary Employment Benefits (SEB) plan which will pay:
- 60% of the Teachers normal weekly earnings during the mandatory two week waiting period for Employment Insurance benefits; and
 - 60% thereafter of the Teachers normal weekly earnings minus the E.I. benefits for the number of weeks for which E.I. compassionate Care are payable. The combined weekly level of EI benefits, SEB payments and other earnings shall not exceed 60% of the Teacher's normal weekly earnings.
- L25.8.4 The employee may begin a leave under this section no earlier than the first day of the week in which the period referred to in Article L25.8 begins.

- L25.8.5 The employee may not remain on a leave under this section after the earlier of the following dates:
- a. The last day of the week in which the individual described in clause L25.8.2 above dies.
 - b. The last day of the week in which the period referred to in L25.8.1 above ends.
- L25.8.6 If two or more employees take leaves under this section in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed eight weeks during the period referred to in L25.8.1 above that applies to the first certificate issued for the purpose of this section.
- L25.8.7 A request for Family Medical Leave shall be made in writing through the Superintendent of Human Resources. The request shall include the dates on which the employee intends to leave and return to active employment. The employee will provide to the employer a medical certificate indicating that a member of the family is gravely ill with a significant risk of death within twenty-six (26) weeks.
- L25.8.8 An employee may take a leave under this section only in periods of entire weeks.
- L25.8.9 An employee on Family Medical Leave shall continue to be entitled to all benefits which would have been received if the employee had been actively employed. These include:
- a) Accumulation of credit for sick leave, seniority, and experience; and,
 - b) Employee benefits.
- L25.8.10 An employee returning from Family Medical Leave shall be reinstated to the same position held in the same worksite prior to the leave.
- L25.8.11 Employees disentitled or disqualified from receiving E.I. benefits are ineligible for SEB.
- L25.8.12 The employee must provide the Board with the proof that they are receiving E.I. benefits before SEB is payable.
- L25.8.13 Employees do not have the right to SEB payments except to supplement E.I. benefits during the unemployment period as specified in this plan.
- L25.8.14 No supplemental benefit will be paid under this plan for a week which falls outside the employee's normal work year.

Article 26: Pregnancy & Parental Leave

L26.1 Pregnancy Leave

- L26.1.1 “Pregnancy Leave” means leave taken for purposes related to giving birth and/or recovering therefrom as per the Ontario Employment Standards Act, as amended.
- L26.1.2 All requests for pregnancy leave must be submitted in writing to the Superintendent of Human Resources, or designate, and include the anticipated start and end date for the leave. This request must be accompanied by a note from an authorized medical professional that provides the estimated due date.
- L26.1.3.1 The Board shall provide for regular and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits.
- L26.1.3.2 The Teacher who is eligible for such leave shall receive 100% of salary for not less than six (6) weeks of pregnancy leave less any amount received under the Employment Insurance Act during such period. There shall be no deduction from sick leave or the Short-Term Leave Disability Program (STLDP). NOTE: The provisions of this clause have been amended from the terms of the Central Agreement with the consent of all parties to reflect the additional "top up" provided in Article L26.1.3 below.
- L26.1.4 For the remaining eleven (11) weeks of the seventeen (17) week pregnancy leave period, whether such weeks occur immediately before or immediately after the birth of the child, the Board shall pay top-up benefits as supplement to the Teacher’s weekly employment insurance benefits and sixty (60%) of the regular weekly teaching rate, calculated as 1/40 of the Teacher’s annual salary. It is agreed that the one week waiting period, if applicable, is included in this 11-week period.
- SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- L26.1.5 The Teacher must provide the Board with proof that they have applied for and are in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- L26.1.6 Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.

- L26.1.7 For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- L26.1.8 Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in L26.1.2 above, with the length of the SEB benefit limited by the term of the assignment.
- L26.1.9 Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- L26.1.10 If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- L26.1.11 The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- L26.1.12 Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases, the pregnancy benefits shall commence on the first day after the unpaid period.
- L26.1.13 Notwithstanding L26.1.7 and L26.1.12, eligible regular Teachers shall receive the pregnancy leave benefits herein for the entire eight (8) week or seventeen (17) week period, as eligible, throughout the course of the entire calendar year regardless of whether the Teacher would otherwise be required to work during the eight (8) / seventeen (17) week period (i.e. during summer, March and Christmas breaks etc.). Payment shall be made to the Teacher in accordance with the Board's payroll procedure.

L26.2 Sick Leave

- L26.2.1 Teachers who require longer than an eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- L26.2.2 Article L26.2.1 does not limit a Teacher's entitlement to medically supported sick leave prior to the commencement of Pregnancy Leave.

L26.3 Parental Leave

- L26.3.1 All requests for parental leave by those other than the birth mother must be submitted in writing to the Superintendent of Human Resources, or designate, at least six (6) weeks in advance, where possible, and include the anticipated start and end date for the leave. Requests must be accompanied by documentation supporting proof of birth.

Parental leave shall be granted to a regular Teacher as follows:

- a) Parental leave shall be for up to sixty-one (61) weeks if the Teacher has also taken a pregnancy leave or up to sixty-three (63) weeks if the Teacher has not taken pregnancy leave.
- b) The parental leave of a Teacher who has taken pregnancy leave shall begin immediately when the pregnancy leave ends.
- c) Parental leave may begin no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.
- d) Teacher who wishes to end parental leave earlier than expected may do so if the Teacher provides Human Resources with at least four (4) weeks written notice before the desired date of return.

L26.3.2 In the case of Parental Leave, a regular Teacher shall receive one weeks' payment equivalent to sixty (60%) percent of the weekly teaching wage during the defined waiting period, if applicable, followed by up to fifteen (15) weeks payment equivalent to the difference between the weekly rate of Employment Insurance benefits and sixty (60%) percent of the weekly teaching rate, calculated as 1/40 of the Teacher's annual salary. It is agreed that the one-week waiting period, if applicable, is included in this 15-week period.

L26.3.3 Teachers disentitled or disqualified from receiving E.I. parental leave benefits are ineligible for SEB top up provisions.

L26.4 Adoption Leave

L26.4.1 A Teacher who intends to adopt shall advise the Board as soon as possible, including the anticipated date that they will assume guardianship of the child. The Board recognizes that in some cases, the Teacher may need to commence leave immediately when the child becomes available.

L26.4.2 All requests for adoption leave must be submitted in writing to the Superintendent of Human Resources, or designate, and include the anticipated start and end date for the leave. This request must be accompanied by supporting proof of adoption.

L26.4.3 Parental leave shall be available to a Teacher who adopts a child, in accordance with Articles L26.3.1 and L26.3.2.

L26.4.4 Leave shall be available to a Teacher should their presence be required in the home for pre-adoptive purposes.

L26.5 Provisions Applicable to Both Pregnancy and Parental Leave

- L26.5.1 A Teacher on Pregnancy and/or Parental Leave shall continue to be entitled to the following:
- a) Accumulation of credit for sick leave, seniority, and teaching experience;
 - b) The Board will continue its share of the applicable benefit premiums subscribed to by the Teacher prior to the commencement of the leave provided the Teacher pays for their share of the applicable benefit premiums;
 - c) Where a Teacher becomes eligible for an annual increment during the period of pregnancy/parental leave, SEB top-up payments shall be adjusted accordingly; and,
 - d) A Teacher on pregnancy/parental leave or extended pregnancy/parental leave shall be subject to the surplus and redundancy provisions as set out in Article L19.

L26.6 Extension & Return from Leave

- L26.6.1 Further to the provision in the Ontario Employment Standards Act, as amended, the Teacher may take extended pregnancy/parental leave, which shall not be longer than three full academic years excluding the academic year in which the birth or adoption occurs. Seniority shall accumulate for the period of the extended leave.
- L26.6.2 The Board shall be given four months' written notice of the day upon which the Teacher intends to commence the extended leave of absence. Such notice shall be given unless there are reasons that are unavoidable or extraordinary.
- L26.6.2 The Teacher shall confirm their intention to return or not return from the Extended Parental Leave by notifying the Board in writing not later than 1 April for September of the following school year and 15 November for the second semester of the same school year.
- L26.6.3 After the completion of this extended pregnancy/parental leave, the Board shall place that Teacher in the Teacher's former school, subject to the staffing procedures in Article L19 of this agreement. Notwithstanding the foregoing, where a Teacher has been on the leave for a continuous period of more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to their former school for staffing purposes and shall be placed in accordance with Article L19.

- L26.6.3 Teaching experience shall only be granted for the seventeen (17) week period of pregnancy leave, and the sixty-one (61) weeks of parental leave and will not be granted for purposes of extended parental leave.
- L26.6.4 Teachers on Extended Pregnancy/Parental Leave may retain membership in the Board's benefit plans as subscribed to by the Teacher prior to commencing the leave provided the Teacher pays monthly the applicable benefit premiums associated with continuing coverage and subject to the provisions of the insurance carriers.
- L26.6.5 All leaves granted under Article L26 shall be based on the Teacher's full-time entitlement and shall be continuous in nature.

Article 27: Leave of Absence for Professional Enrichment

- L27.1.1 Leave of absence may be granted to Teachers for the purpose of professional enrichment where such leave is related to teaching under the terms and conditions set out in the following sections.
- L27.1.2 Leave of absence for professional enrichment will normally be limited to not more than three years' duration, requested on a yearly basis.
- L27.1.3 Unless otherwise approved by the Board, the maximum number of Teachers granted such leave in any one school year shall not exceed 1% of the total teaching staff.
- L27.1.4 Teachers eligible to apply for such leave of absence shall have at least two years of service with the Limestone District School Board.
- L27.1.5 Leave of absence will be granted under the following conditions:
- a. Salary will not be paid during a leave of absence approved under this Article.
 - b. Where full-time paid employment is not part of the leave of absence for professional enrichment, the Board shall pay the employer portion of the employee benefit contributions as required by Article L48 on behalf of the Teacher, as applicable to the salary which the Teacher was receiving at the commencement of the leave.
- L27.1.6 A Teacher who is on a leave of absence for professional enrichment shall notify the Board of their intention to return by 1 April for the following school year. Upon the return of a Teacher from a leave for professional enrichment, the Board shall place that Teacher in the Teacher's former position, in the Teacher's former school, subject to staffing procedures in Article L19 of this agreement. Notwithstanding the

foregoing, where a Teacher has been on the leave for a continuous period of more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to their former school for staffing purposes, and shall be placed in accordance with Article L19.

- L27.1.7 On return from a leave of absence for professional enrichment the Teacher may apply to have the Board consider such leave as teaching or related experience as specified in Articles L44.3.2 and L45.3.3.
- L27.1.8 Sick leave credit will not be granted for the period of the leave for professional enrichment.
- L27.1.9 While on leave of absence for professional enrichment the Teacher shall continue to accrue full seniority.
- L27.1.10 Unless otherwise approved by the Board, Teachers on such leave of absence shall agree to return to the employ of the Board for a period at least equal to the number of years of such leave.
- L27.1.11 In order to facilitate the staffing process and reduce the number of Teachers declared surplus annually, Teachers are encouraged to apply for all leaves by 1 April.
- L27.1.12 Applications for such leave of absence must be received by the Director of Education, together with a proposed professional enrichment study program, on or before 1 April for Semester I or full year or by 15 November for Semester II.

Article 28: Leave of Absence for Reasons other than Professional Enrichment

- L28.1.1 Leave of absence, either full-time or part-time, may be granted for reasons not associated with professional enrichment, under the terms and conditions set out in the following sections. A part-time leave of absence will be called a leave to reduce teaching load as referred to in Article L29.
- L28.1.2 A Teacher shall request a leave of absence for reasons other than professional enrichment by 1 April of the year prior to the leave for Semester I for a full year leave or by 15 November for Semester II. In order to facilitate the staffing process and reduce the number of Teachers declared surplus annually, Teachers are encouraged to confirm their intention to return from all leaves by 1 April.
- L28.1.3 In order to facilitate the staffing process and to reduce the number of Teachers declared surplus annually, Teachers are encouraged to apply for first and/or second Semester leaves by 1 April.

- L28.1.4 In the final year of the leave, the Teacher shall confirm their intention to return or not to return by notifying the Board, in writing, not later than 1 April for the following school year or by 15 November for Semester II.
- L28.1.5 Provided the Teacher undertakes to reimburse the Board monthly for the total premiums, the Board will pay 100% of the required contributions to maintain all employee benefits.
- L28.1.6 Time spent on a leave of absence for reasons other than professional enrichment shall not count as teaching experience for salary purposes, except for teaching experience in a recognized and accredited secondary school, an elementary school, a college or a university in Canada or in any other equivalent educational system.
- L28.1.7 Work experience related to their subject qualification, in accordance with Article L44, gained during such leave and approved by the appropriate supervisory officer shall be credited to the Teacher.
- L28.1.8 While on a leave of absence for reasons other than professional enrichment, the Teacher shall continue to accrue full seniority.
- L28.1.9 Upon the return of a Teacher from the leave of absence, for reasons other than professional enrichment, the Board shall place that Teacher in the Teacher's former school, subject to the staffing procedures in Article L19 of this agreement. Teachers on leave who hold a Positions of Added Responsibility (PAR) shall be returned to their PAR position, if applicable as per Article L16. Notwithstanding the foregoing, where a Teacher has been on the leave for a continuous period of more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to their former schools or PAR position for staffing purposes, and shall be placed in accordance with Article L19.
- L28.1.10 Leave of absence will normally be limited to not more than three years duration, requested on a yearly basis.
- L28.1.11 A Teacher taking a leave of absence under Articles L19.6.3(a) or L19.6.3(b) may terminate the leave when offered a regular teaching position. Also a Teacher taking a leave under Articles L19.6.3(a) or L19.6.3(b) may be placed on the Occasional Teacher Roster and may work as an Occasional Teacher during this leave of absence.
- L28.1.12 A Teacher who wishes to rescind their leave prior to the staffing of their position may do so. The request should be made in writing to the Superintendent of Human Resources with a copy to the District President. In the event that the position has

been staffed, the Board will make every effort to place the Teacher at their home school, as long as it does not involve the displacement of another teacher.

Article 29: Leave of Absence to Reduce Teaching Load

- L29.1.1 A Teacher who requests a leave to reduce teaching load under this Article shall retain their entitlement as defined in Article L17.
- L29.1.2 A Teacher who requests a leave to reduce teaching load, normally not later than 1 April, or 15 November for Semester II, or who has a written agreement with the Board establishing their entitlement, shall retain their entitlement, this entitlement being restored to them upon application.
- L29.1.3 In order to facilitate the staffing process and reduce the number of Teachers declared surplus annually, Teachers are encouraged to apply for all leaves to reduce teaching load by 1 April. All requests for a leave to reduce teaching load shall be made by 1 April for Semester I of the following school year or 15 November for Semester II of the current school year, and should be supported by a letter stating relevant details and considerations such as the nature of the change, the length of time the change is to be in effect, and the terms of the Teacher's return to their previous status.
- L29.1.4 At the end of the period of reduced teaching load, the Teacher will have the right to return to their previous teaching status with the Board. Normally the Teacher cannot expect to return to their previous teaching status until the expiration of the leave to reduce teaching load.
- L29.1.5 Should the Teacher wish to return to their previous teaching status earlier than arranged, they must provide written notification to the Superintendent of Human Resources by 1 April of any year for return the following September. When a Teacher exercises this option, the Board will notify the Federation.

Article 30: Leave of Absence for Teachers to Serve with Service Organizations

- L30.1.1 When a request is made by a Teacher for leave of absence to serve with the Canadian Armed Forces, a service-oriented organization such as C.U.S.O., H.U.S.O., O.X.F.A.M., U.S.O., The Ministry of Education or other organizations approved by the Board, such leave may be granted under the terms and conditions set out in the following sections.
- L30.1.2 A Teacher applying for the Canadian Armed Forces or service organization leave shall have at least two years of teaching service with the Board immediately prior to

service with a service organization, shall be a member in good standing with the Ontario College of Teachers.

- L30.1.3 Unless otherwise approved by the Board, a Teacher granted Canadian Armed Forces or service organization leave shall agree to confirm their intention to return or not to return by notifying the Board not later than 1 April of their final year with the service organization.
- L30.1.4 A Teacher granted leave to serve with the Canadian Armed Forces or a service organization shall be eligible, on their return to staff, for any revision in salary to which they would have been entitled had the leave not been taken.
- L30.1.5 While on leave of absence for service with the Canadian Armed Forces or a service organization, the Teacher shall continue to accrue full seniority.
- L30.1.6 Upon the return of a Teacher from the leave of absence, to serve with the Canadian Armed Forces or service organizations, the Board shall place that Teacher in the Teacher's former position, in the Teacher's former school, subject to the staffing procedures in Article L19 of this agreement. Notwithstanding the foregoing, where a Teacher has been on the leave for a continuous period of more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to their former school for staffing purposes and shall be placed in accordance with Article L19.
- L30.1.7 Leave of absence will normally be limited to not more than three years' duration, requested on a yearly basis by 1 April of the year prior to the leave, and with an indication by 1 April of each year of the leave of the intention for the following year.

Article 31: Teachers on Loan to Department of National Defence Schools Overseas

- L31.1.1 Permission may be granted to Teachers to serve in Department of National Defence (DND) Schools Overseas under the terms and conditions set out in the following sections.
- L31.1.2 A Teacher who wishes to volunteer their services to DND schools must make application, through the Director of Education, not later than 15 November in the year preceding the year in which they wish to serve.
- L31.1.3 An applicant must have a permanent position with the Board prior to September of the year in which they wish to serve with DND Schools Overseas.
- L31.1.4 While on a loan to DND Schools Overseas, the Teacher shall continue to accrue full seniority.

- L31.1.5 Upon the return of a Teacher from loan to a DND school overseas, the Board shall place that Teacher in the Teacher's former position, in the Teacher's former school, subject to the staffing procedures in Article L19 of this agreement. Notwithstanding the foregoing, where a Teacher has been on the leave for a continuous period of more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to their former school for staffing purposes and shall be placed in accordance with Article L19.
- L31.1.6 Leave of absence for Teachers on loan to DND schools will normally be for two years' duration, requested by 1 April of the year prior to the leave. Where DND requests an individual for any additional years the Board will consider the request.

Article 32: Teacher Exchanges between Boards, Provinces or Countries

- L32.1.1 The Board is prepared to accept the conditions as outlined by the Ministry of Education and Training Memorandum, in force during the period of this Agreement, with respect to Teacher exchanges between boards, provinces, or countries, including its willingness to pay the amount indicated in the Memorandum to the exchange Teacher coming to the Board.
- L32.1.2 Applications shall be submitted to the Board for approval not later than one month prior to the deadline date set forth in the appropriate Ministry of Education and Training Memorandum in force.
- L32.1.3 In the final year of such leave a Teacher on exchange shall notify the Board no later than 1 April confirming their intention to return the following school year.
- L32.1.4 While on Teacher exchange, the Teacher shall continue to accrue full seniority.
- L32.1.5 Upon the return of a Teacher from a Teacher exchange, the Board shall place that Teacher in the Teacher's former position, in the Teacher's former school, subject to the staffing procedures in Article L19 of this agreement. Notwithstanding the foregoing, where a Teacher has been on the leave for a continuous period of more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to their former school for staffing purposes, and shall be placed in accordance with Article L19.
- L32.1.6 Leave of absence for Teacher exchanges will normally be limited to not more than three years duration, requested on a yearly basis by 1 April of the year prior to the leave, and with an indication by 1 April of each year of the leave of the intention for the following year.

- L32.1.7 It is agreed that Teacher exchanges will be between Teachers with similar subject qualifications.

Article 33: Self-Funded Leave (X/Y)

L33.1 Self-Funded Leave (X/Y)

- L33.1.1 This plan is available to Teachers who wish to take a leave of absence, with pay, by spreading 'X' semesters' salary over a 'Y' semester period. 'X' shall be less than 'Y' and 'Y' cannot be less than six (6) or greater than fourteen (14).
- L33.1.2 The parties agree to the implementation of the Self-Funded Leave Plan as outlined below.
- L33.1.3 The Federation and the Board acknowledge that the granting of such leaves shall be used to reduce the incidence of declaring Teachers surplus, thereby reducing the extent to which the termination of Teachers' employment is necessary. The granting of leaves under this program is considered separate from any existing program of leaves.
- L33.1.4 The Teacher shall assume the responsibility of making themselves aware of the implications of the plan related to its effect on a Teacher's Pension Plan and income tax provisions.
- L33.1.5 Applications using the X/Y Self-Funded Leave form which has been jointly agreed to by the Board and the Federation shall be submitted, by 1 April to begin the program the following September, to the Leave Review Committee whose membership shall include the following:
- 2 representatives from the Board
 - 2 representatives from the Federation
- L33.1.6 Applications shall be considered by 10 April to begin the program the following September. The granting of such a leave shall be governed by the following criteria:
- a) The Teacher holds a permanent position with the Board;
 - b) The Teacher is unlikely to be declared surplus during the term of the plan;
 - c) The Teacher must agree to return to the Board after the period of leave for a time at least equal to the length of the leave;
 - d) The potential for program disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances;

- e) Such other criteria as considered by the Leave Review Committee to be appropriate in the individual circumstances.
- L33.1.7 All leaves approved by the Leave Review Committee shall be forwarded to the Board for their subsequent approval. Denial by the Board shall not be considered a violation of this Agreement.
- L33.1.8 In the 'Y' years of the plan, the Teacher will be paid a fraction of their gross salary equal to X/Y. The remaining portion of the salary, plus allowances will be accumulated, and this amount plus any interest earned shall be held by the Board to help finance the year of leave. The amount of salary withheld by the Board shall be deposited in a 'trust account' for each individual at the time of regular salary payments; such 'trust account' will be maintained at a financial institution chosen by the Board where interest will be declared not less frequently than on a monthly basis and compounded so as to be at the highest rate paid on the institution's regular 'bonus' savings account.
- L33.1.9 A ledger reference of each individual Teacher's contribution shall be maintained by the Board. A statement of each Teacher's account will be issued at the end of each school year.
- L33.1.10 Throughout the leave period, the Teacher shall not receive any salary or wages from the Board, other than the deferred salary and the accumulated interest. No money will be paid above the amount actually in the account. As required by legislation, the Teacher must return to the Board after the period of the leave for a time at least equal to the length of the leave.
- L33.1.11 If the amount received by the Teacher during the leave is less than the accumulated amount in the Teacher's account, the Teacher shall receive the excess in payments at the Teacher's discretion.
- L33.1.12 During all years that the individual Teacher is participating in the Self-Funded Leave Plan, all employee benefits shall be maintained according to the Collective Agreement at a level as if the Teacher were being paid at 100% of their salary.
- L33.1.13 The Teacher's benefits will be maintained according to the Collective Agreement by the Board during the leave of absence, based on a level as if the Teacher were being paid at 100% of salary.
- L33.1.14 A Teacher participating in the plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one-year leave not been taken, including credit for one year's seniority.

- L33.1.15 Sick leave credits shall not accumulate during the year spent on leave.
- L33.1.16 Teachers' Pension Plan deductions are to be continued as required by the Teachers' Pension Plan Act on the deemed pensionable salary during all the years that the Teacher is participating, including the year on leave.
- L33.1.17 A Teacher may withdraw from the plan any time prior to taking his or her leave of absence provided that they have applied to the Leave Review Committee for withdrawal and the reasons have been accepted. Upon withdrawal, any monies accumulated, plus interest due and payable, shall be repaid to the Teacher within sixty days of the notification of their desire to leave the plan.
- L33.1.18 Notwithstanding the above, if a Teacher wishes to withdraw in the last year of the plan and the request is made after 1 April, application must be made to the Leave Review Committee and approval will be subject to the staffing process and/or availability of positions.
- L33.1.19 Should a Teacher die while participating in the plan any balance in the Teacher's account at the time of death shall be paid to the Teacher's estate. Any amount due to the Board shall be an obligation of the Teacher's estate and binding upon the Teacher's heirs, executors or administrators.
- L33.1.20 Notwithstanding L33.1.18, a Teacher approved for the self-funded leave plan will not be considered for any other type of leave, unless the Teacher withdraws first from the self-funded leave plan.
- L33.1.20 All Teachers wishing to participate in the plan shall be required to sign an agreement on a form supplied by the Board before final approval for participating will be granted.
- L33.1.22 Income tax shall be deducted on the actual amounts received by the Teacher during each of the years of the plan, subject to the income tax regulations in effect at that time.
- L33.1.23 During the self-funded leave year, the Teacher may engage in such plans of education and employment as they choose, except that they may not be employed by the Board in any capacity.
- L33.1.24 Upon the return of a Teacher from a self-funded leave, the Board shall place that Teacher in their former teaching position in their former school. Only if that position ceases to exist, or the Teacher is declared surplus in the year of return will the

Article L19 of this Collective Agreement having to do with the placement of Teachers who are surplus or redundant to the needs of the system be applied.

L33.1.25 Notwithstanding the above, the Teacher may agree to accept an alternate placement, mutually agreed upon.

L33.1.26 The financial aspects of this Section shall be administered by the Superintendent of Business.

Article 34: Teacher-Funded Sabbatical Leaves with Salary Hold Back

L34.1.1 Applications using the Teacher-Funded Sabbatical Leave Form which has been jointly agreed to by the Board and the Federation, shall be submitted by 1 April, to begin the program the following school year, to the Leave Review Committee whose membership shall include the following:

- 2 representatives from the Board, and
- 2 representatives from the Federation.

L34.1.2 Applications shall be considered by 10 April to begin the program the following school year. The granting of such a leave shall be governed by the following criteria:

- a) The Teacher holds a permanent position with the Board and has at least seven (7) years' teaching experience with the Board;
- b) The Teacher is unlikely to be declared surplus;
- c) The Teacher must declare that, except for emergency circumstances, they intend to serve the Board to the end of the completion of the plan;
- d) The potential for program disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances;
- e) The leave will occur in the second semester of the school year;
- f) The Teacher replacing the Teacher on such leave has less than three (3) years teaching experience;
- g) Such other criteria as seen by the Leave Review Committee to be appropriate in the individual circumstances and tied to the purpose of a sabbatical.

L34.1.3 The salary held back by the Board, at the request of the Teacher, shall be placed in a financial institution of the Teacher's choice in trust for the Teacher, and given to the Teacher along with any accrued interest, in a manner prescribed by the Teacher, in the year in which the leave is taken.

- L34.1.4 The Board shall pay the employer portion of the employee benefit contributions as required by Article L48, on behalf of the Teacher, during the semester of the leave.
- L34.1.5 The Board shall pay \$200.00 to the Teacher during the year of the leave. This amount is to be pro-rated in the same ratio as the part-time teaching assignment bears to the full time teaching assignment.
- L34.1.6 Teachers' Pension Plan contributions are permitted as provided by the Teachers' Pension Plan Act, which is, that the percentage rate stipulated in the Act, applied to the total salary that the Teacher would have received had the Teacher-Funded Sabbatical not been taken, may be contributed by the Teacher directly to the Teachers' Pension Plan. This amount shall be paid to the Teacher, by the Board, on receipt of confirmation that the Teacher has paid the permitted amount to the Teachers' Pension Plan.
- L34.1.7 If the Teacher is declared redundant to the system during the years of salary holdback leading to this Sabbatical Leave, the Board shall pay to the Teacher the full amount of salary withheld up to the time along with any accrued interest, in a manner to be determined by the Teacher.
- L34.1.8 A Teacher may withdraw from the plan any time prior to taking the leave of absence provided that they have applied to the Leave Review Committee for withdrawal and the reasons have been accepted. Upon withdrawal, any monies accumulated, plus interest due and payable, shall be repaid to the Teacher within sixty (60) days of the notification of the desire to leave the plan.
- L34.1.9 Notwithstanding the above, if a Teacher wishes to withdraw in the last year of the plan and the request is made after 1 April, application must be made to the Leave Review Committee and approval will be subject to the staffing process and/or availability of positions.
- L34.1.10 If the Teacher leaves the employ of the Board prior to taking the leave, the Board shall pay to the Teacher the full amount of salary withheld up to the point along with any accrued interest, in a manner to be determined by the Teacher. If the Teacher dies prior to going on leave or while on leave, the Board shall pay the full amount of a salary withheld up to that point along with any accrued interest on a date specified, in a manner to be determined by the executors or administrators of the estate.
- L34.1.11 If a Teacher who is on Teacher-Funded Sabbatical Leave with Salary Holdback, decides not to return to the Board, the Teacher shall notify the Board not later than

six months prior to the previously arranged date of return, of their intention not to return. This notification shall constitute a resignation by the Teacher.

L34.1.12 While on, and/or at the time of returning from Teacher-Funded Sabbatical Leave with Salary Holdback, the Board shall:

- a) Place that Teacher in their former teaching position in their former school. Only if that position ceases to exist, or the Teacher is declared surplus in the year of the return, will Article L19 having to do with the placement of Teachers who are surplus or redundant to the needs of the system be applied.

Notwithstanding the above, the Teacher may agree to accept an alternate placement, mutually agreed upon.

- b) With the exception of Teachers' Pension Plan deductions, maintain the employer portion of the employee benefit contributions as required by Article L48 and applicable to the Teacher had the leave not been taken.

L34.1.13 A Teacher on Teacher-Funded Sabbatical Leave with Salary Holdback shall continue to accrue full seniority.

L34.1.14 Sick leave credit will not be granted for the actual period of time associated with a Teacher-funded Sabbatical Leave but shall be maintained and pro-rated to the extent that a Teacher, while on a partial sabbatical retains a regular teaching assignment and/or administrative responsibilities.

L34.1.15 All subsections, where appropriate, shall be pro-rated when leaves are less than one full year.

Article 35: Federation Leave

L35.1.1 At the request of the Federation, the Board shall permit up to three members (or equivalent), not more than one of which would be split into not more than two half-time leaves, designated by the Federation, to act as members on Federation Leave. The members shall be released from teaching duties on a full-time or part-time basis, without loss of salary, employee benefits (including Teachers' Pension Plan), and seniority with respect to recognized teaching experience. In all respects, the Teachers will remain full-time Teachers with the Board.

L35.1.2 The Federation will give at least two weeks' notice to the Board of its intention to designate a Teacher or Teachers in the positions of District President and/or members on Federation Leave for a given school year. Normally notice will be given prior to the third Friday of May of the previous year. Such notice shall be given

unless there are reasons which are unavoidable or extraordinary. Sufficient time will be allowed following this designation for staffing adjustments to be made in the school(s) involved, such adjustments being acceptable to the Board. The District President or Federation Leave position(s) shall commence only upon the completion of the required staffing arrangements.

- L35.1.3 Release time, as necessary, will be provided for each bargaining unit representative for the performance of Federation duties involved with the interpretation or application of this Collective Agreement.
- L35.1.4 The Federation shall notify the Board of the names of bargaining unit representatives to receive such Federation leave. Reasonable notice of such leave will be requested from the Principal and the time period will be mutually agreed upon.
- L35.1.5 The costs associated with the District President position or members on Federation Leave shall be the total costs associated with a Teacher in Category 3 with 0 years of experience.
- L35.1.6 In the event that the District President is not a Teacher (TBU), the District President's salary is to be paid directly by the District Executive and will not be covered by this Collective Agreement.
- L35.1.7 Each member on Federation Leave shall receive the salary and benefits they would normally receive if they had not gone on leave.
- L35.1.8 The District President or member on Federation Leave costs as defined in L35.1.5 and L35.1.6 shall be covered as follows:
 - a) The Board's Accumulated Sick Leave plan shall be registered with The Employment Insurance Commission as a Wage Loss Replacement Plan with 5/12ths of the resulting maximum allowable premium reduction in the Board's contribution being applied against the District President position.
 - b) Should the funds provided in L35.1.7 not be adequate, the Board will provide the remaining balance for the salaries or members on Federation Leave. Such funding shall be reimbursed to the Board by the Federation.
- L35.1.9 Should the Federation choose not to exercise its prerogative of designating a District President or member on Federation Leave, or should the funds generated in L35.1.8(a) be in excess of the amount required, all such unused or un-required funds shall be turned over to OSSTF Limestone District 27 Teachers' Bargaining Unit for the equitable disbursement of those funds.

- L35.1.10 Upon the return of a Teacher to normal teaching duties, having held the District President or Federation Leave position for up to two (2) years, the Board shall restore that Teacher to the Teacher's former position, in the Teacher's former school, subject to the staffing procedures in Article L19 of this agreement. In the event a Teacher holds the District President position, or has Federation Leave, for more than two (2) years, the Teacher upon return shall be declared a system responsibility no longer attached to their former school for staffing purposes, and shall be placed in accordance with Article L19.
- L35.1.11 Federation Leave shall be granted to members who serve as Federation representatives on Board-Federation committees which are convened during school hours. Such leaves will be covered by the Board with Occasional Teachers.
- L35.1.12 In addition to the Leave outlined in Article L35.1.0, Federation leave shall be granted upon request to other bargaining unit representatives for the purpose of carrying out Federation business. Every effort will be made to give reasonable notice. The Federation will reimburse the Board for the replacement costs.

Article 36: Designate and Acting Administrative Positions

- L36.1.1 A Teacher may substitute for an Administrator who is absent from the worksite for a period of not less than a day on a temporary basis but not to exceed twenty (20) days in a school year. Preference shall be given to bargaining unit members qualified for the position.
- L36.1.2 A Teacher may be appointed to a position of Acting Principal or Vice-Principal to replace a Principal or Vice-Principal who is absent from regular duties for a period not to exceed one (1) school year or equivalent. For the purposes of determining seniority, service in an acting position shall be considered as continuous service within the bargaining unit. Following the replacement period and upon return to the Bargaining Unit the Teacher shall pay a fee equivalent to the union dues in accordance with Article L2 for the acting period.
- L36.1.3 The Teacher will continue to be subject to all terms and conditions of this Collective Agreement.
- L36.1.4 A Teacher acting as a Principal or Vice-Principal designate shall not result in additional duties or workload for other bargaining unit members.
- L36.1.5 A Teacher acting in the role of Principal or Vice-Principal designate shall not discipline or evaluate OSSTF members.

Article 37: Gratuity Plans (See Central Agreement - Appendix A)

Appendix A of the 2019-2022, provincially negotiated Central Agreement, overrides the following previously negotiated Articles pertaining to Retirement Gratuity Plans.

L37.1.0 Retirement Gratuity Plan

- L37.1 As permitted by, and subject to the requirements of the Education Act, a Cumulative Sick Leave and Retirement Gratuity Plan is authorized for the benefit of all regular Teacher employees of the Board.
- L37.2 All regular full-time Teachers and temporary or part-time Teachers on continuous employment longer than one month shall be eligible for sick leave benefits if they are unable to work because of illness.
 - L37.2.1 Each eligible regular full-time Teacher shall be entitled to a credit of 20 days for each school year.
 - L37.2.2 Each eligible temporary or part-time Teacher shall be entitled to a credit of 2 days for each full month of employment.
 - L37.2.3 A Teacher commencing employment with the Board is entitled to transfer their accumulated sick leave credits, up to the maximum accumulation permitted under this Agreement, but no transfer shall be made if the employee received from a former employer a sick leave credit gratuity.
 - L37.2.4 A Teacher shall be entitled to accumulate all unused days of credit allowed under Article 37.2.1 above, to a maximum of 200 days.
 - L37.2.5 Every Teacher eligible for sick leave credits under this policy (except those who have received retirement gratuity payments), who resigns and is later rehired without otherwise having been gainfully employed, shall receive credit for sick leave days earned prior to resignation and accumulated under Article 37.2.4 to that date. The burden of satisfactory proof to establish recognition of credits shall be borne by the claimant.
 - L37.2.6 In the event that a Teacher exhausts all accumulated sick leave credits prior to the end of a school year, the twenty (20) days as per article 37.2.1 will not be credited to the Teacher until such time as the Teacher has returned to work for a period of twenty (20) working days.
- L37.3 When an employee is on a Board approved modified work plan or a Board approved rehabilitative work plan, the Board shall pay sick leave benefits as provided for in

Article 37 prorated in the proportion to the reduction of teaching load and the receipt of any other benefits such as Long Term Disability or Workers' Benefits up to the amount to ensure that the employee suffers no reduction of net income.

L37.4 All Teachers employed by the Board shall be eligible for their sick leave gratuity according to the terms of Articles 37.5 to 37.8, except Teachers who were hired by the Lennox and Addington Board of Education before May 6, 1997 and are eligible for a sick leave gratuity according to Article 37.9.

L37.5 A Teacher who has been in the service of this Board for ten (10) years or more and who is eligible for a pension under the provisions of the Teachers' Pension Plan Act, or who, because of age, illness or disability, retires, shall, upon their retirement and subject to Article L19.6.4(b) of this agreement, be paid a gratuity in an amount calculated by the formula:

$$\frac{1}{2} \times \frac{\text{Accumulated Sick Leave Credit Days}}{200} \times \text{Yearly Salary Rate at Date of Retirement}$$

L37.5.1 The amount calculated above shall be paid to the Teacher within ninety (90) calendar days of the Teacher's retirement date or may at the request of the Teacher and without penalty, be paid in up to two installments within two years of the date of the Teacher's retirement.

L37.6 A Teacher who in terms of the Legislation or Agreement between the Provincial Government and the Ontario Teachers' Federation which permits early retirement of Teachers, either voluntarily retires or is requested to retire by this Board and who qualifies for an unreduced pension, shall be paid a retirement gratuity in an amount calculated by the formula:

$$\frac{1}{2} \times \frac{\text{Accumulated Sick Leave Credit Days}}{200} \times \frac{\text{Years of Service With Board (max. 10)}}{10} \times \text{Yearly Salary at Date of Retirement}$$

L37.6.1 The amount calculated above shall be paid to the Teacher within ninety (90) calendar days of the Teacher's retirement date or may at the request of the Teacher and without penalty, be paid in up to two installments within two years of the date of the Teacher's retirement.

L37.7 In the event of the death of a Teacher, a gratuity shall be paid to the estate of the deceased Teacher calculated by the formula:

$$\frac{1}{2} \times \frac{\text{Accumulated Sick Leave Credit Days}}{200} \times \text{Yearly Salary Rate at Time of Death}$$

L37.7.1 The amount calculated above shall be paid to the Estate of the Teacher within two months of the date of the Teacher's death.

L37.8 An additional 20 non-cumulative days will be granted in each of the last three years before retirement to a Teacher who has accumulated the maximum number allowable under Article 37.2.4 & 37.2.5 (i.e. 200 days), so that the Teacher will have available 40 days of sick leave in each of those years to protect their retirement gratuity. The additional 20 non-cumulative days shall not be prorated.

L37.9 Sick Leave Credit Plan

L37.9.1 A Teacher who was under contract as a Teacher with the Lennox and Addington County Board of Education as of May 5, 1997, and who has not less than ten years of full-time service with the Limestone District School Board or its predecessor boards, shall receive an amount calculated in the manner outlined below upon termination of employment with the Board:

$$\text{Sick Leave Gratuity} = \frac{\text{Cumulative Sick Leave}}{200} \times \frac{1}{2} \text{ Salary of Current School Year}$$

To a maximum gratuity of ½ year's salary.

L37.9.2 The amount calculated above shall be paid to the Teacher within ninety (90) calendar days of the Teacher's retirement date or may at the request of the Teacher and without penalty, be paid in up to two installments within two years of the date of the Teacher's retirement.

L37.9.3 In the event of the death of a Teacher under contract with the Board, who is eligible to receive a sick leave credit gratuity in accordance with this clause, the Board shall pay to the deceased's estate a sum calculated in accordance with this clause.

L37.9.4 In the event of the death of a Teacher who has not yet received the gratuity to which he or she is entitled under this clause, the Board shall pay to the deceased's estate the amount of the gratuity.

L37.9.5 A Teacher may accumulate in his or her account an additional 20 days sick leave per year to a maximum of 300 days. Any sick leave days credited to a Teacher in excess of 200 days may be used only in the school year in which he or she is to retire and only if the Teacher has been employed by the Board or predecessor Boards for 20 or more years.

- L37.9.6 The Superintendent of Business shall have the responsibility of administering the Sick Leave Credit Plan, including the authority, subject to appeal to the Board by the Federation, to allow or disallow any sick leave credits or deductions therefrom under the plan.
- L37.9.7 The Superintendent of Finance shall keep registers which will record the cumulative credits and deductions. Each Teacher shall be informed annually of the status of their cumulative sick leave credits.
- L37.9.7 In all cases of prolonged illness, a certificate from a qualified medical practitioner, certifying to the illness of the Teacher, may be required monthly before any payment of salary for the accumulated sick leave is made. The certificate will be at the cost of the Board.
- L37.9.8 The Board may, at any time, request a Teacher to submit a certificate of health signed by a duly qualified medical practitioner acceptable by the Board. The cost of the certificate will be at the cost of the Board.

Article 38: Workplace Safety and Insurance

- L38.1.1 When a Teacher is eligible for, and receives approval of claim by the Workplace Safety and Insurance Board of Ontario (WSIB):
- a) There shall be no deduction of sick leave credits from the Teacher's sick leave account;
 - b) The WSIB payment shall be remitted to the Board; and
 - c) The Teacher shall receive 85% of pay from the Board while in the employ of the Board until the Teacher qualifies for a 66% unreduced pension from the Ontario Teachers' Pension Plan.
- L38.1.2 Notwithstanding L38.1.1(a) above, should the Teacher wish to use their accumulated sick leave credits to top up their WSIB payments to 100% of salary from 85% of salary, they may do so with the approval of the Superintendent of Human Resources.
- L38.1.3 It is understood that employee benefits shall be provided in accordance with Section 25 of the Workplace Safety & Insurance Act. Teachers, whose WSIB claim extends beyond the one year currently provided in the Workplace Safety & Insurance Act, who wish to maintain their employee benefits while in receipt of WSIB must remit to the Board the full cost of the monthly premiums.

Article 39: Health and Safety

L39.1 Joint Health and Safety Committees

L39.1.1 The Board agrees to comply with the provisions of the Occupational Health and Safety Act, as amended, and the Regulations made thereunder.

L39.2 Protective Wear

L39.2.1 All Teachers, including Long Term Occasional Teachers, who work in one or more of the following classroom settings shall be provided with and wear protective footwear and eye and ear protection:

- Construction Shop
- Manufacturing Shop
- Transportation Shop

L39.2.2 In addition to the above, when a Teacher assigned to Cooperative Education enters a worksite that requires protective footwear and eye and ear protection, they shall also be provided with and wear protective footwear and eye and ear protection.

L39.2.3 Notwithstanding the above, if a TBU member is providing on-call coverage in one of the aforementioned technology areas, they will be provided safety toe caps where appropriate.

L39.2.4 The Board shall reimburse each Teacher who is required to wear safety footwear and/or prescription safety eye wear (including Teachers in programs listed in L39.2.1), up to a maximum of two hundred dollars (\$200) total every year for C.S.A. approved protective footwear and/or prescription safety eye wear, upon receipt of proof of purchase.

L39.3.0 Health & Safety Training

L39.3.1 The Board shall ensure that first aid and safety (including WHMIS) training programs are normally available to members during the work day as indicated in Articles L14.1.1 and L14.1.3

L39.3.2 The Board shall employ an Occasional Teacher, if required, to cover any absences caused by a member undertaking first aid or safety (including WHMIS) training provided by the employer during school hours.

L39.4.0 Medical Procedures

L39.4.1 No Teacher shall administer medication by injection (except the use of an epipen), catheterization, glucometer reading, tube feeding, cecostomy tube monitoring,

feeding students with impaired swallowing reflex, postural drainage, shallow suctioning, and manual expression of the bladder. (See Guidelines for School Staff in Supporting Students Who Require Training of Delegated Medical Procedures)

- L39.4.2 In the event of a medical emergency, a Teacher may perform such procedures as are necessary to the safety and well-being of the student.

Article 40: Adult Education and Alternative Education Credit Programs

- L40.1.1 It is agreed that for the purposes of staffing, the Adult Education and Alternative Education Credit Programs are considered to be part of the Secondary School to which they are affiliated. As part of the school these programs can access the student supports available through that school such as Guidance, Adolescent Care Worker, Educational Services, Special Education, and Student Success.

Article 41: Summer School and Night School

L41.1 General Provisions

- L41.1.1 Notwithstanding Article L1.1, the Parties agree that only the terms and conditions of employment contained in the following Articles of this Agreement shall apply to Teachers in the Night School and Summer School systems:

Article L1	Recognition and Scope
Article L2	Dues Deduction
Article L3	Duration of Agreement & Conditions of Amendment
Article L4	No Strike or Lockout
Article L5	Discrimination & Harassment in the Workplace
Article L6	Management Rights
Article L9	Discipline & Disciplinary Meetings
Article L10	Personnel Files
Article L11	Criminal Record Check
Article L13	Resolution of Disputes
Article L23	Termination of Employment
Article L35	Federation Leave
Article L41	Summer School and Night School Staffing
Article L45	Salary Grids

- L41.1.2 Notwithstanding Article L1.1, the Parties agree that in the event Summer School is in-person, Article L15 will apply.

- L41.1.3 TASS teachers shall be paid the Night School hourly wage for two hours per week as per Article L45.6.3 for teaching on site.
- L41.1.4 TASS teachers shall be paid per lesson marked according to the schedule in L45.6.4.
- L41.1.5 Every year, the Federation shall be provided a list of teachers teaching Night School, TASS and Summer School.
- L41.2 Night School (Including TASS) & Summer School Staffing**
- L41.2.1 All night school and summer school teaching positions will be advertised in accordance with Article L20.1.6.
- L41.2.2 When hiring Teachers for credit courses offered in Night School (including TASS) and Summer School, the Board agrees to give preference, in those subjects for which the Teacher is qualified, in the following order:
- a) Secondary Teachers of the Bargaining Unit who are declared redundant;
 - b) Secondary Teachers of the Bargaining Unit who are currently teaching part-time for any reason; and,
 - c) Other Teachers of the Bargaining Unit.
- L41.2.3 TASS positions will only be advertised when there is a vacancy. TASS positions will be advertised in accordance with Article L20.1.6.

Article 42: Travel Allowances

- L42.1.1 A Teacher, required by the Board to use their own car to travel on official Board business, shall be paid at the regular rate established by Board policy. Those Teachers assigned to two or more schools or who are assigned by the Principal into a split assignment at Ernestown Secondary School and the Amherstview Community Education Centre in its current location (Loyalist Plaza) during the school day, are eligible for travel allowance at the rate permitted by this clause.
- L42.1.2 A Teacher being paid travel allowance under this Article shall be required to carry proper insurance on their car.
- L42.1.3 A Teacher who is moved by management transfer or is declared surplus according to Article L19 and is assigned to a school where the Teacher does not have entitlement which is in excess of fifty-five kilometres (55 km) from the Teacher's former school, will be compensated with a moving/living allowance of one thousand dollars (\$1,000). Such payments will not be made if the Teacher has applied for the position or has placed themselves on the voluntary transfer/exchange list. Such a

payment will not be made more than twice during their employment with the Board.

- L42.1.4 When the Board mandates a Teacher to attend professional development and/or in-servicing, that Teacher shall be reimbursed, at the regular Board mileage rate, the difference in the distance from their home to their regular worksite and their home to the in-service site, if the difference is greater than 40 kilometers return trip.
- L42.1.5 If arrangements are made for bussing and/or carpooling, individual claims for mileage will not be approved without prior discussion and authorization by the Principal or Designate.

Article 43: Allowances for Related Work Experience

L43.1 General Provisions

- L43.1.1 Commitments made by the Board or its predecessors to individual Teachers as to the number of years and/or total dollars of related work experience of any type shall be honoured. No Teacher in the employ of the Board on August 31, 1999 shall have an allowance for experience agreed by the Board or its predecessors decreased or increased as a result of the implementation of this Article. The provisions of this Article will be effective for Teachers hired after September 1, 1999.
- L43.1.2 To be recognized, related work experience must have close relationship to the subject matter to be taught.

L43.2 Teachers with Technological Subjects on Their Ontario College of Teachers' Qualifications Certificate

- L43.2.1 Other related experience in a technical profession, industry or trade deemed relevant by the Board to the Teacher's assignment shall be considered year for year to a maximum of five (5) years for purposes of grid placement.

Related Experience on Grid Number of Years	Experience Number of Years
1	1
2	2
3	3
4	4
5	5

L43.3 Other Related Professional Experience

- L43.3.1 Other related professional experience deemed relevant by the Board to the Teacher's assignment shall be considered on the basis of one grid step for every two years of such experience to a maximum of five (5) years for purposes of grid placement, provided that such experience has not been used to satisfy entrance requirements to a Faculty of Education in pursuit of a degree or diploma in Education.

Related Experience on Grid Number of Years	Experience Number of Years
1	2
2	4
3	6
4	8
5	10

- L43.3.2 The total number of years of recognized related experience should be documented and agreed to at the time of hiring. The number of years of related experience eligible for payment shall be agreed to at the time of hiring and subject to revision only as provided for in Articles L27.1.7, L28.1.6 and L28.1.7.
- L43.3.3 It is the responsibility of the Teacher who submits a request to ensure that the Board is provided all relevant documentation as per L43.3.1 and L43.3.2 within six months of the date of hire.
- L43.3.4 There shall be no reassessment of prior experience recognition of Teachers on staff prior to September 1, 2008.
- L43.3.5 All decisions of the Board are final.

L43.4 Allowance Records

- L43.4.1 When a Teacher is hired, the Board or its hiring agent shall furnish that Teacher with a statement outlining the allowance granted under this Article.
- L43.4.2 That statement given to the Teacher shall indicate for the allowance granted the following information:
- a. The total number of years accepted by the Board at the time of hiring and the experience granted.

- b. The total number of years documented by the Teacher under the allowance, whether granted or not.

L43.4.3 No allowance granted for related work experience shall be paid to a Teacher beyond the maximum of the category classification or salary group to which they are entitled.

Article 44: Recognition of Post-Graduate Degrees

L44.1.1 A Teacher who is not at maximum on the salary grid shall be credited with one grid step in recognition of an additional degree at either Masters or Doctoral level, provided that the Master's Degree was not applied toward a category increase by QECO. Should more than one post-graduate degree be obtained, the maximum teaching experience credit will be one grid step.

L44.1.2 Following the completion of the year at maximum grid step, a Teacher who holds a degree at the Masters or Doctoral level shall be paid an amount over and above the maximum grid salary as shown in the chart below:

Year	Post Graduate Degree Allowance
2018-2019	\$900
2019-2020	\$909
2020-2021	\$918.09
2021-2022	\$927.27

L44.1.3 Should more than one post-graduate degree be obtained payment is to a maximum of the amount listed in the chart above.

L44.1.4 Credit for an additional degree(s) will not be granted when the additional degree(s) is also used as a qualification for higher category placement, or for a specific responsibility allowance.

L44.1.5 The degrees at the Masters or Doctoral levels referred to are graduate degrees from an accredited university. In case of doubt, a statement from the OSSTF Certification Board or Qualifications Evaluation Council of Ontario (QECO) is required.

Article 45: Salary Classification

L45.1 General Provisions

- L45.1.1 Teachers shall be paid their annual salary entitlement in twenty-six (26) (or twenty-seven (27) as the case may be) equal bi-weekly installments between 1 September and 31 August of the school year.
- L45.1.2 The Board will make those deductions from salary payments which are required by statutes and authorized by the employee for employee benefits included in this Collective Agreement. Where practical, these deductions will be taken equally over the bi-weekly installment payments.

L45.2 Salary Category Placement

- L45.2.1 For the purposes of Salary grid placement, category definitions shall be the current definitions used by the OSSTF Certification Board or Qualifications Evaluation Council of Ontario (QECO). The aforementioned Certification Rating Statement or QECO Statement of Evaluation shall be used to pay each Teacher.
- L45.2.2 It shall be incumbent upon the Teacher to provide the Board with documented proof in the form of the OSSTF Certification Rating Statement or QECO Statement of Evaluation as to their appropriate category placement in accordance with the provisions of this Collective Agreement.
- L45.2.3 All Teachers teaching on Letters of Permission shall be paid in Category 1.
- L45.2.4 A Teacher employed on a Letter of Standing issued by the Ontario College of Teachers shall be paid according to an OSSTF Letter of Evaluation issued by the OSSTF Certification Board or QECO, until such time as an official QECO Statement of Evaluation is issued in accordance with this Collective Agreement.
- L45.2.5 The salary or allowance paid to the members specified in Article L45.3.2 shall be a salary or allowance provided for in this Collective Agreement.
- L45.2.6.1 When a Teacher qualifies for a higher category as a result of improved qualifications, the adjustment will be back-dated to 1 September, provided that the OSSTF Rating Statement or QECO Statement of Evaluation, or notification of the application for same, is received by the Superintendent of Human Resources prior to 10 December of the school year. In such cases, the qualifying work must have been completed prior to 1 September of that school year.
- L45.2.6.2 When such notification is submitted later than 10 December, adjustment shall be made as of 1 January in that school year.

L45.2.7 When a Teacher qualifies for a higher category as a result of improved qualifications which are completed between 1 September and 31 December, the salary adjustment shall be effective 1 January of that school year provided that the QECO Statement of Evaluation reflecting the change or notification of application for same is received by the Superintendent of Human Resources prior to 10 April of that school year.

L45.2.8.1 Changes in qualifications which result in a Teacher being placed in higher category for courses completed between 1 January and 30 June shall be effective from the first day of the month following the completion of the course provided the Superintendent of Human Resources receives written documentation from the Educational Institution confirming the date of course completion as well as written notification from the employee and confirmation from QECO that an application for a Statement of Evaluation has been made to QECO on or before 31 August of the current year.

L45.2.8.2 When such evidence is submitted later than 31 August, the salary adjustment shall be made in accordance with Article L45.2.6.1.

L45.3 Teaching Experience for Salary Grid Placement

L45.3.1 Commitments made by the Board or its predecessors to individual Teachers as to the number of years of teaching experience shall be honoured. No Teacher in the employ of the Board on August 31, 1999 shall have an allowance for experience agreed by the Board or its predecessors decreased or increased as a result of the implementation of this Article except where teaching experience accumulates while in the employ of the Board and in accordance with this Collective Agreement.

L45.3.2 Notwithstanding Article L45.3.1, effective September 1, 2000, and each 1 September following that date, where the calculation of teaching experience results in partial years, fractional years of .5 or greater shall be rounded up and less than 0.5 shall be rounded down.

Example 1: Previous Experience = 8.5 years
Grid Placement = 9 years

Example 2: Previous Experience = 8.4 years
Grid Placement = 8 years

L45.3.3 Upon appointment, and within a category's maximum number of years, a Teacher will be given recognition for years of teaching experience, expressed in years to the

nearest hundredth and calculated to the nearest hundredth of a year according to the following criteria:

- a) One full year of teaching experience shall mean ten months or eleven months (if applicable) of continuous teaching as a permanent Teacher, on a full-time teaching assignment basis. Part-time assignments shall be pro-rated accordingly.
- b) Teaching experience in an elementary school, a college or a university, in Canada, or in any other equivalent educational system, shall be fully recognized for salary purposes subject to Article L45.3.2. In addition, night and summer school experience shall be fully recognized for Teachers teaching less than full-time. One course in summer school or night school shall be equal to one regular day school course for the purposes of crediting teaching experience, subject to Article L45.3.2.
- c) Teachers with partial years of teaching experience will be permitted to count night school and summer school experience as per the above until such time as the Teacher reaches the next full grid step.
- d) Notwithstanding Article L45.3.12(c), at the commencement of employment, teaching experience in an elementary school, a secondary school, including night and summer school, a college or a university in Canada or in any other equivalent educational system, shall be recognized for salary purposes, subject to Article L45.3.2, only if confirmation documentation is received by the Board no later than six (6) months following commencement of employment with the Board.

L45.3.4 As is applicable where a Teacher, having taught seven (7) or more months for the Board in a given school year and having been removed from the payroll due to illness and the expiration of the Teacher's sick leave, except in cases where The Workplace Safety and Insurance Act applies, continues to teach for the Board in the ensuing academic year, the member shall be advanced one experience step on the grid.

L45.3.5 The annual salary in any school year, for a full-time Teacher, shall be determined by the Teacher's recognized teaching experience, calculated to the nearest hundredth of a year, effective 1 September, of that school year and rounded in accordance with Article L45.3.2. For a Teacher teaching less than full-time, or who commences their employment with the Board at some time other than 1 September, their salary

shall still be based on their recognized experience, rounded in accordance with Article L45.3.2 as of 1 September, and appropriately pro-rated.

L45.4 Responsibility Allowance

- L45.4.1 Salaries for Teachers entitled to responsibility allowances shall be the annual salary rate in accordance with the appropriate basic salary schedule, plus an additional amount in accordance with the allowance for the position of responsibility.
- L45.4.2 When a Teacher has been appointed on a temporary basis to a position for which there is a responsibility allowance and continues in that position for a period of time greater than one month, the Teacher shall be paid the appropriate responsibility allowance as set out in the salary schedule, retroactive to the date of appointment.
- L45.4.3 The additional remuneration for a responsibility allowance shall cease upon the Teacher relinquishing the related responsibility.
- L45.4.4 Teachers appointed to special positions with the Board shall continue to receive the salary and allowances that the Teacher received prior to the appointment.

L45.5 Resignation and Retirement

- L45.5.1 A Teacher who retires to pension or leaves the employ of the Board or commences an unpaid leave of absence during the school year will be paid any salary owing less required deductions up to the last day worked at the time of leaving the employ of the Board.
- L45.5.2 In the event that a Teacher retires to pension, any unpaid salary balance owing the Teacher is payable on or before the last teaching day of June or at the time of leaving the employ of the Board, whichever is earlier.
- L45.5.3 Full-time Teachers who retire, resign, or take a leave of absence during the school year shall be deemed to have their full-time entitlement for the purpose of benefits and entitlements under the Collective Agreement, other than salary, up to the date of retirement/resignation or commencement of the leave. Salary shall be prorated in the ratio that the Teacher's assignment bears to a full-time assignment.

L45.6 Salary Grids

- L45.6.1 Effective September 1, 2019 to August 31, 2022, Teachers shall be paid according to the following grids:

Effective September 1, 2019

Grid step	Category 1	Category 2	Category 3	Category 4
0	49,358	51,116	55,714	58,138
1	52,436	54,331	59,375	62,035
2	55,510	57,545	63,042	65,930
3	58,591	60,765	66,704	69,825
4	61,670	63,976	70,367	73,717
5	64,739	67,195	74,032	77,610
6	67,822	70,410	77,692	81,509
7	70,899	73,627	81,361	85,402
8	73,974	76,845	85,022	89,295
9	77,054	80,058	88,688	93,191
10	80,128	83,271	92,351	97,087
11	83,209	86,487	96,020	100,976

Effective August 31, 2020

Grid step	Category 1	Category 2	Category 3	Category 4
0	49,852	51,627	56,271	58,719
1	52,960	54,874	59,969	62,655
2	56,065	58,120	63,672	66,589
3	59,177	61,373	67,371	70,523
4	62,287	64,616	71,071	74,454
5	65,386	67,867	74,772	78,386
6	68,500	71,114	78,469	82,324
7	71,608	74,363	82,175	86,256
8	74,714	77,613	85,872	90,188
9	77,825	80,859	89,575	94,123
10	80,929	84,104	93,275	98,058
11	84,041	87,352	96,980	101,986

Effective September 1, 2021

Grid step	Category 1	Category 2	Category 3	Category 4
0	50,351	52,143	56,834	59,306
1	53,490	55,423	60,569	63,282
2	56,626	58,701	64,309	67,255
3	59,769	61,987	68,045	71,228
4	62,910	65,262	71,782	75,199
5	66,040	68,545	75,520	79,170
6	69,185	71,825	79,254	83,147
7	72,324	75,107	82,997	87,119
8	75,461	78,389	86,731	91,090
9	78,603	81,668	90,471	95,064
10	81,738	84,945	94,208	99,039
11	84,881	88,226	97,950	103,006

L45.6.2 Responsibility Allowances shall be adjusted as follows:

Effective Date	Responsibility Allowance
September 1, 2019	\$4,250
August 31, 2020	\$4,293
September 1, 2021	\$4,336

L45.6.3 Allowances for night school Teachers/supervisors and summer school Teachers shall be as indicated in the following schedule:

September 1, 2019	\$44.12/hour
August 31, 2020	\$44.56/hour
September 1, 2021	\$45.01/hour

L45.6.4 Rates per lesson for TASS Teachers shall be as indicated in the following schedule:

September 1, 2019	\$7.54/lesson
August 31, 2020	\$7.62/ lesson
September 1, 2021	\$7.70/ lesson

L45.6.5 The Board will annually provide information to the District President, with respect to the age and salary of Teachers in circumstances involving the administration, interpretation or application of this Agreement.

Article 46: Employee Benefits

Effective April 2017, employee benefits are administered centrally through the Provincial Employee, Health and Life Trust (EHLT). All inquiries should be directed to OSSTF or the Ontario Teacher Insurance Plan (OTIP).

Article 47: Occasional Teachers

L47.1 Definitions

- L47.1.1 “Occasional Teacher” bears the same meaning as that given to “Occasional Teacher” by the Education Act, as amended.
- L47.1.2 Occasional Teacher Roster means a list of all Occasional Teachers who have been hired by the Board to teach as Occasional Teachers in the Secondary Panel of the Limestone District School Board.
- L47.1.3 Qualified means an Occasional Teacher who holds a valid Certificate of Qualification and Registration (intermediate and/or senior divisions) from the Ontario College of Teachers and who is a member in good standing of the Ontario College of Teachers.
- L47.1.4 Notwithstanding L47.1.4 a Teacher with qualifications in Technological Studies or Special Education may hold only Primary and/or Junior and/or Intermediate (elementary) qualifications and still be considered qualified under the terms of this Article.
- L47.1.5 Casual Occasional Teacher means a Teacher who is required to teach for a period that is less than ten (10) consecutive teaching days.

L47.2 Long-Term Occasional Teachers

- L47.2.1 Long-Term Occasional Teacher (LTO) means a Teacher who is assigned as a substitute Teacher for a period of ten (10) or more teaching days in the same teaching assignment, or a Casual Occasional Teacher who accumulates ten (10) or more consecutive teaching days in one position.
- L47.2.2 A Long-Term Occasional Teacher, hired to replace an absent regular Teacher for a specified period, properly qualified for such position, may not be replaced by another Occasional Teacher prior to the return of the regular Teacher unless it is by mutual agreement of the Long-Term Occasional Teacher and the Board, except in cases of removal for disciplinary reasons.
- L47.2.3 In the event that the assignment of the Long-Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long-Term

Occasional Teacher will be given five teaching days' notice, unless the termination is due to disciplinary action by the Board.

- L47.2.4 The assignments of Long-Term Occasional Teachers employed for less than a full semester shall be continuous to the end of the semester assuming that the specific Teachers who are absent and being replaced do not return to duties by that date.

L47.3 Occasional Teacher Roster

- L47.3.1 The Federation shall be notified when the Board advertises for external additions to the Occasional Teacher Roster.
- L47.3.2 Any external candidate who wishes to become an Occasional Teacher may apply by submitting to the Board a resume, Certificate of Qualification and Registration from the Ontario College of Teachers, Criminal Background Check, including Vulnerable Sector Check, and any other documentation required in accordance with the Board policy.
- L47.3.3 A current or retiring teacher may request to be added to the Occasional Teacher Roster. Requests shall be submitted in writing for consideration to Human Resources no later than 15 July for Semester I and 15 January for Semester II.
- L47.3.4 The Board shall provide to the Federation a complete Occasional Teachers' Roster by the end of the second week of classes. Updates including additions or deletions to the Roster will be provided by Human Resources as they occur.
- L47.3.5 All Occasional Teachers shall be entered into SmartFind Express which will include demographic data, qualifications, and preferred locations. This information shall be provided to the Federation by the end of the second week of classes.
- L47.3.6 When hired to the Occasional Teacher Roster, the Board shall enter the qualifications and, if necessary, assist with entering the location preferences of each Occasional Teacher. Occasional Teachers shall manage their own location preferences and shall be provided the requisite training to do so.
- L47.3.7 An emergency Occasional Teachers' List will be maintained at each school and provided to the Federation once each semester. At the end of each semester, the Board shall provide data including name and dues deduction about the use of emergency Occasional Teachers.
- L47.3.8 Notwithstanding Article L47.3.4, qualified Teachers may apply at any time to become Occasional Teachers with this Board but they shall not be used by the

schools until such time as the Bargaining Unit receives confirmation of the Teacher's inclusion on the Roster.

- L47.3.9 No Occasional Teacher shall be removed from the OT Roster unless they request to be removed from the OT Roster or unless they are removed by the Board for just cause.
- L47.3.10 The Board agrees that when an Occasional Teacher is employed only a qualified Occasional Teacher shall replace a regular Teacher who is absent; unless no qualified Occasional Teacher is available. A reasonable effort will be made to contact qualified (with respect to subject qualifications) Occasional Teachers.
- L47.3.11 Occasional Teachers shall notify Human Resources Services of the Board and the Federation, in writing, of any change of qualifications, address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

L47.4 Dispatch Process

- L47.4.1 The dispatch process is designed to ensure that schools are staffed efficiently and effectively and to provide an equitable distribution of work for all Occasional Teachers where possible.
- L47.4.2 The Principal, or designate, will make requests for Occasional Teacher coverage through the Dispatch System.
- L47.4.3 Occasional Teachers will be assigned to schools as follows:
 - a) They appear on that school's list, and are qualified to teach the required subject(s);
 - b) They appear on that school's list, but are not qualified to teach the required subject(s).
- L47.4.4 It is understood that for absences of fewer than three periods, it may be possible for Teachers who teach part-time or part-time Long-term Occasional Teachers within that school, and who are on the Occasional Teacher Roster, to be assigned to cover the absence(s) before the dispatch system is notified.
- L47.4.5 In the event that no Occasional Teacher is available for a regular Teacher absence, the classes shall be offered to part-time Teachers or part-time Long-Term Occasional Teachers to cover the absence(s) if possible.

- L47.4.6 Where Occasional Teacher coverage or coverage by a part-time Teacher is not available on a certain day in a school, the Board will abide by the Education Act and its regulations in order to fill such absences.
- L47.4.7 Where a school has provided at least three days' advance notice of Occasional Teacher coverage requirements, or the school requires coverage for a period of three days or more, the Teacher or Principal/Vice-Principal may request a specific Teacher through the dispatch process.
- L47.4.8 A monthly report that details Occasional Teacher assignments will be made available to the Federation on or before the 15th day of the following month. This report shall include the Occasional Teacher's name, the dates of the assignments and the school to which the Occasional Teacher was assigned.
- L47.4.9 An Occasional Teacher is expected to change their availability in SmartFind at least twenty-four hours in advance where it is known that they will not be available to teach on a given day(s).
- L47.4.10 Occasional Teachers are expected to be available on a regular basis.
- L47.4.11 Normally Occasional Teachers will be called between 5:45 am and 10:30 am on any given day for same-day assignments. Periodically and based on the nature of the absence, calls may be made after 10:30 am.
- L47.4.12 Sunday through Thursday the system will begin calling at 6:00 pm and conclude at 10:00 pm to book Casual Occasional Teachers for future jobs.
- L47.4.13 When an Occasional Teacher knows in advance that they will not be able to teach on a given day due to illness, or any other unforeseen reason they will make every effort to cancel out of the assignment and change their availability in SmartFind by no later than 6:00 am.
- L47.4.14 Occasional Teachers who cancel out of an assignment after 6:00 am on the day of the assignment will make every effort to contact the school by phone prior to 7:30 am to speak to someone or leave a message indicating same. If the Occasional Teacher cancels out of an assignment due to unforeseen circumstances after 7:30 am, the Occasional Teacher will make every effort to contact the school and speak with an administrator or office staff.

L47.5 Bargaining Unit Rights

- L47.5.1 By ratification of this Agreement by members of the Bargaining Unit, they agree that the Board will provide the personal information listed in Article L47.3.5 and it is not a violation of the Freedom of Information and Protection of Privacy Act.

L47.6 Salary Rates

- L47.6.1 A Casual Occasional Teacher who holds a Certificate of Qualification and Registration from the Ontario College of Teachers shall be paid a daily rate of 1/207 of Category 1, Year 0 of the salary grid as per Article L45 of this Collective Agreement. All daily rates shall include 4% vacation pay and 3% statutory holiday pay.
- L47.6.2 A Long-term Occasional Teacher shall be paid the same salary as a regular Teacher with the same qualifications, category placement and experience retroactive to the first day of the teaching assignment.
- L47.6.3 Casual Occasional Teachers who do not have a Certificate of Qualification and Registration from the Ontario College of Teachers shall be paid for each day of employment at the rate of 75% of the rate established in clause L47.6.1 which includes 4% vacation pay and 3% statutory holiday pay.
- L47.6.4 For the purposes of Article L47.6.2, an Occasional Teacher's years of teaching experience for salary purposes shall be determined as in the Agreement referenced in Article L47.6.2 and, in addition, the Occasional Teacher shall be credited with the Occasional Teacher's total number of days of Long-term Occasional teaching experience with the Board divided by 194.
- L47.6.5 Notwithstanding L47.6.2, an Occasional Teacher's years of teaching experience for salary purposes shall be determined as in the Agreement referenced in clause L47.6.2 and, in addition, the Occasional Teacher who teaches in excess of twenty (20) days with the Limestone District School Board in any school year shall be credited with the Teacher's total number of days of occasional teaching experience with the Board divided by 194 rounded to the nearest hundredth and credited at the end of each year.
- L47.6.6 If circumstances require the cancellation of a casual assignment without advance notice, an Occasional Teacher shall be paid for the assignment and may be assigned teaching duties by the Principal for the equivalent of the original assignment. When a school is closed due to climatic or catastrophic conditions, a Long-Term Occasional Teacher shall be paid for the equivalent of the original assignment.

L47.6.7 A Long-Term Occasional Teacher who works on the regular school days on both sides of a Professional Activity Day and attends the scheduled activities of the day shall be paid their regular pay for the Professional Activity Day, which shall be included for the purposes of the ten (10) required days in Article L47.2.1.

L47.6.8 The Board shall pay the Occasional Teacher every two weeks.

L47.7 Benefits

L47.7.1 The Occasional Teacher shall receive the following amount per full day in lieu of the Group Insurance Plan, Extended Health Benefit Plan, Vision Care and Dental Plan and any other Board benefits:

September 1, 2019	\$9.09
August 31, 2020	\$9.18
September 1, 2021	\$9.27

L47.8 Reasonable Access

L47.8.1 The Board will make every effort to facilitate and support an Occasional Teacher in their assignment including providing the Occasional Teacher with a package containing: a support information sheet, attendance lists, seating plans, timetable, teaching assignment and/or lesson plans, and Student Safety Plans. In addition to these supplies, the Board will make every effort to provide the Occasional Teacher with the school's emergency and lockdown procedures as well as a key or keys that will open the relevant classroom doors for the day.

L47.8.2 The Board shall inform the Occasional Teacher where Student Safety Plans can be found at each worksite.

L47.9 Internal Postings

L47.9.1 Applications from Occasional Teachers in response to internally advertised positions shall be considered for permanent and probationary positions that become available within the Board prior to external advertising, subject to Article L19.

L47.9.2 The Board shall provide the Bargaining Unit President and District President with a copy of all job postings.

L47.10 Evaluation

L47.10.1 The Board may initiate a performance appraisal of an Occasional Teacher at any time. The Occasional Teacher shall be given a minimum of two (2) school days' notice.

- L47.10.2 Any Occasional Teacher, who wishes, may request to be evaluated at a pre-arranged time.
- L47.10.3 The performance appraisal process for Occasional Teachers will be governed by Board Procedures.
- L47.10.4 An Occasional Teacher will receive a copy of any written documentation about their performance and will have the opportunity to sign as having read it, and is entitled to make written comments, if they desire. Such documentation and comments will be retained as part of the Occasional Teacher's Personnel File.
- L47.10.5 Only Supervisory Officers, Principals, and Vice-Principals shall evaluate Occasional Teachers.

L47.11 [Leave of Absence](#)

- L47.11.1 All Teachers on the Occasional Teacher Roster may, with one (1) months' written notification, have their name voluntarily removed from the Occasional Teacher Roster for a period up to two (2) school years.
- L47.11.2 The Occasional Teacher's name shall, upon written notification from the Teacher, be returned to the next Occasional Teacher Roster which is released.

L47.11.3 [Pregnancy/Parental Leave \(See Article L26\)](#)

- L47.11.3.1 Upon four weeks written notification to Human Resources, an Occasional Teacher may request to take pregnancy and/or parental leave, including adoption leave, for a period of up to 18 months (17 weeks Maternity Leave and up to 63 weeks Parental Leave), as per the Employment Standards Act. All such requests must be supported by written confirmation of the teacher's due date by a qualified doctor/midwife.
- L47.11.3.2 An Occasional Teacher may request an extension to their pregnancy/parental leave, including adoption leave, and approved medical leave for a period of up to an additional 52 weeks provided written notification to Human Resources is received within four weeks of their scheduled date of return.

L47.12 [Leaves of Absence for Long-Term Occasional Teachers](#)

- L47.12.1 Up to five (5) days bereavement leave without loss of pay will be granted in the event of the death of a close relative or friend.
- L47.12.2 Leave will be granted without loss of pay, to a Long-term Occasional Teacher who is absent due to quarantine, or who by reasons of summons to serve as a juror, or a summons to serve as a witness in a court proceeding to which the occasional

Teacher is not a party or one of the persons charged. All fees for court appearances shall be turned over to the Board.

- L47.12.3 A Long-Term Occasional Teacher in an assignment that extends beyond 40 school days, may be granted up to a maximum of three personal days per school year for reasons which are unavoidable or extraordinary. No more than two personal days may be taken in one semester.
- L47.12.4 Such leave shall be granted at the discretion of the Principal, in consultation with Human Resources. Personal days shall not be taken immediately before or immediately following a holiday.

L47.13 Working Conditions

- L47.13.1 A full teaching day shall consist of three (3) periods plus any assigned supervision as per the regular Teacher's schedule for schools on a four-period instructional timetable. For schools on a five-period instructional timetable a full teaching day shall consist of four (4) periods plus any assigned supervision as per the regular Teacher's schedule. An Occasional Teacher will be paid $\frac{1}{3}$ salary for each period worked to a maximum of $\frac{3}{3}$ for one day or $\frac{1}{4}$ salary for each period worked to a maximum of $\frac{4}{4}$ for one day for five period schools.
- L47.13.2 Notwithstanding the above, for a school on a five (5) period instructional timetable, if the instructional minutes are less than 240, but due to the regular Teacher's schedule for the day, the Occasional Teacher is required to stay the entire day, they will be paid for a full day.
- L47.13.3 Where the assignment of the regular classroom Teacher is more than three (3) periods, the Occasional Teacher shall be assigned the number of periods assigned to the regular classroom Teacher (e.g. full assignment Teacher, mixed assignment Teacher, MSIP assigned Teacher). Where the assignment of the regular classroom Teacher is more than three (3) periods, the Occasional Teacher will be paid for a full teaching day provided the Teacher is available to be assigned the same number of periods assigned to the regular classroom Teacher. For this section only, part-time assignments will be pro-rated against the assignment of the regular Teacher being replaced.
- L47.13.4 An Occasional Teacher shall not be assigned to teach more than four (4) periods in a day unless the regular Teacher they are replacing was previously scheduled to work more than four (4) periods.

- L47.13.5 The Occasional Teacher shall have no supervision before commencement of the morning session on the first day of the assignment. The Occasional Teacher shall have no lunch duty on the first day of an afternoon assignment.
- L47.13.6 The Board shall provide each full time Occasional Teacher with an uninterrupted period for lunch free from duties, of at least forty (40) minutes per day.
- L47.13.7 The Board shall reimburse at the Board's current kilometrage/mileage rate each Occasional Teacher for travel between an assignment for the same Teacher involving two or more schools on the same day, within the Board's jurisdiction.
- L47.13.8 The Board shall provide information for each Board-wide Professional Activity Day. Occasional Teachers may participate in any Professional Activity Day on a voluntary basis at their own expense unless Article L47.6.7 applies.

L47.14 Just Cause

- L47.14.1 No Occasional Teacher who has successfully served the probationary period shall be transferred or demoted for disciplinary reasons, or disciplined, or discharged, without just and sufficient cause and such cause shall be communicated in writing within five (5) school days.
- L47.14.2 Discipline and disciplinary meetings shall be done in accordance with Article L9 of this Collective Agreement.

L47.15 Other Applicable Articles

- L47.15.1 The following Articles of this Agreement shall also apply to Occasional Teachers:
- Article L1 Recognition & Scope
 - Article L2 Dues Deduction
 - Article L3 Duration of Agreement & Conditions of Amendment
 - Article L4 No Strike or Lockout
 - Article L5 Discrimination & Harassment in the Workplace
 - Article L6 Management Rights
 - Article L9 Discipline & Disciplinary Meetings
 - Article L10 Personnel Files
 - Article L11 Criminal Record Check
 - Article L12 Board/Federation Committees
 - Article L13 Resolution of Disputes
 - Article L23 Termination of Employment
 - Article L26 Pregnancy and Parental Leave
 - Article L38 Workplace Safety & Insurance Act
 - Article L39 Health & Safety

LETTER OF UNDERSTANDING

BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD

AND

THE OSSTF LIMESTONE DISTRICT 27

TEACHERS' BARGAINING UNIT

RE: Secondary School E-Learning (Electronically Delivered Curriculum)

The Board and Federation agree the parties shall meet forthwith to develop a protocol for the delivery of E-Learning in the Limestone District School Board, which addresses such issues as:

- Class size for E-Learning credits;
- The process for enrolling a student;
- Workload and worksite issues for the Teacher delivering the e-learning course;
- The job posting process for e-learning;
- The department structure for e-learning
- Supervision credit for Teachers helping students in their home school with course work taken through another site;
- Staffing issues;
- FTE generation;
- Joint Secondary Staffing Committee monitoring of E-Learning credits according to normal procedures of in-school credits;
- The school day and school year for E-Learning; and,
- Other related issues that may arise.

Dated this _____ day of January 2009.

For the Board

For the Bargaining Unit

LETTER OF AGREEMENT

BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD

AND

THE OSSTF LIMESTONE DISTRICT 27
TEACHERS' BARGAINING UNIT

RE: Staffing Process

The Board and the Federation mutually agree to establish a Committee with equal representation from each of the Board and Federation to review the existing Staffing Process, including, but not limited to Articles 17, 20, 21 and 22 (now L16, L19, L20 and L21). Items to be addressed by the Joint Committee include, but are not limited to, staffing timelines, School Consolidation/Closure, School to Community staffing and PAR. Any revisions to the Staffing Process will be made by December 2016.

The first meeting of the Joint Committee will occur prior to March 2016.

The Board agrees to commit to transparency within the staffing process at both the Board level and school level.

The Board agrees to inform Teachers of what courses they have been assigned to teach for both first and second semester of the subsequent school year by the end of June, understanding these are subject to change throughout the process.

Dated this 7th day of October 2015.

For the Board

For the Bargaining Unit

LETTER OF AGREEMENT

BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD

AND

THE OSSTF LIMESTONE DISTRICT 27

TEACHERS' BARGAINING UNIT

RE: Guidance Teachers, Teacher Librarians &
Special Education Resource Teachers

Whereas the parties have ratified the Collective Agreement covering the period of September 1, 2008 through to and including August 31, 2012, and whereas the parties have agreed to add the following letter of understanding for further clarification respecting Article 15.5.1 (now L14.2.2) be it agreed that wherein the above noted groups have been assigned six out of eight periods, the parties have agreed that there shall be no increase to the current FTE/assigned staffing levels with respect to Guidance Teachers, Teacher-Librarians, and Special Education Resource Teachers beyond the current staffing levels. As such, no provisions of the current, above referenced, collective agreement require that the Board assign additional sections to these areas for purposes of covering services in these areas during Teacher preparation time.

Minimum requirements for these positions are in accordance with Ministry Standards as per Articles 20.1.4, 20.1.5 and 20.1.6 (now L19.1.4, L19.1.5, L19.1.7) of the Collective Agreement.

Dated this _____ day of January 2009.

For the Board

For the Bargaining Unit

LETTER OF AGREEMENT

BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD

AND

THE OSSTF LIMESTONE DISTRICT 27
TEACHERS' BARGAINING UNIT

Re: Student Success Initiatives

The Board and the OSSTF Limestone District 27 Teachers' Bargaining Unit mutually agree that the Joint Secondary Staffing Committee shall meet annually to review and make recommendations regarding the allocation of staff generated from student success initiatives funding, with a view to supporting student success through

- Specifically targeted school based student success leaders
- School based student success initiatives
- Reduced class sizes in applied, workplace, locally developed courses, and academic classes where possible
- Student mentoring
- Teacher mentoring

Recommendations from the above review, in concert with data and recommendations from the Board's Student Success Leader and the Superintendent of Secondary Curriculum, shall be provided to the Superintendent of Human Resources no later than April 30 of each school year to facilitate reporting and accountability to the Ministry of Education regarding the Student Success Initiatives, and for planning and implementation the following school year.

Dated this _____ day of January 2009.

For the Board

For the Bargaining Unit

LETTER OF AGREEMENT

BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD

AND

THE OSSTF LIMESTONE DISTRICT 27
TEACHERS' BARGAINING UNIT

RE: MSIP

The Board and the Federation agree that commencing September 1, 2008, schools running the five period day incorporating the Multi-Subject Instructional Period (MSIP) will organize such that agreed upon provisions for Teacher workload are not exceeded. The parties further agree that the details will be reviewed annually by the Joint Secondary Staffing Committee.

Dated this _____ day of January, 2009.

For the Board

For the Bargaining Unit

LETTER OF UNDERSTANDING

BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD

AND

THE ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION, DISTRICT 27

RE: Personal Information & Privacy Expectations

The parties agree to meet on or before October 29, 2021 with representatives from Human Resources and Information Technology Services to discuss, on a without precedent and without prejudice basis, the following:

1. The collection and sharing of staff and student personal information.
2. The use of third-party platforms/applications and associated privacy implications.
3. Storage, data access and protection of privacy.
4. Future training opportunities as they relate to the protection of teacher and student data, relevant privacy legislation and general best practices related to the protection of personal information/data.

Dated this _____ day of _____, 2021.

For OSSTF

For the Board

LETTER OF UNDERSTANDING

Between

LIMESTONE DISTRICT SCHOOL BOARD (the Board)

And

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (the Federation)

RE: Return to Work/Accommodation Meetings

The Board and Federation will work collaboratively to support teachers as they return to work after illness or injury, including developing appropriate Accommodation plans. To this end, teachers have the right to Federation representation at any meeting where a return to work and/or accommodation plan is being discussed. The Board will notify teachers of this right and notify the Federation of an employee's participation in a Return to Work and/or Accommodation Plan.

Dated this _____ day of _____, 2021.

For the Federation

For the Board

LETTER OF UNDERSTANDING

Between

LIMESTONE DISTRICT SCHOOL BOARD (the Board)

And

ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION (the Federation)

RE: Site-Based Joint Health and Safety Committees Reports

The Board and Federation agree that the Board will provide quarterly Health and Safety reports to the Federation. The reports will include site-based data including, but not limited to the following: school, position, date, incidents of violence, injured body part, a description of the incidents, claim status.

Dated this _____ day of _____, 2021.

For the Federation

For the Board

MEMORANDUM OF AGREEMENT

BETWEEN

THE LIMESTONE DISTRICT SCHOOL BOARD

AND

THE ONTARIO SECONDARY SCHOOL TEACHERS FEDERATION District 27

The following Agreement will remain in effect until the process of opening Kingston Secondary School is complete. It is agreed by the parties that this Memorandum of Agreement will be removed from the Collective Agreement on August 31, 2019 and will not form part of subsequent Collective Agreements.

Following the announcement of a secondary school closure or Consolidation of schools resulting from the decision of the Board responding to the Central PARC process in 2013, the staffing process as outlined below shall be followed, without precedent and without prejudice, in the year where the new model is implemented.

Staffing Protocol Secondary School Consolidation

The general principle is that teachers will follow students to their new schools in consideration of their seniority, subject to program needs and teacher qualifications.

Any redundancy following school closure will be dealt with according to Article 20 (now Article L19) of the Collective Agreement.

Should circumstances or situations arise that cannot be addressed by the following processes, they shall be referred to the Joint Secondary Staffing Committee for resolution.

Consolidated School means any of the three schools (LCVI, KCVI, QECVI) where as a result of the decision of the Board, it is the intention to move the student body of one of the schools into one or more of the other schools in the process. This does not include focus programs.

Determining PAR structure for Consolidated Schools

The Principals of the consolidated school(s) or new school will receive the number of positions of added responsibility from Human Resources and create a proposed structure in consultation with the Joint Secondary Staffing Committee. The final PAR structure of the consolidated school(s) must be endorsed by the Joint Secondary Staffing Committee.

The Entire PAR structure and Lead Student Success positions of the newly consolidated schools or new school will be posted and filled according to Article 17 (now Article L16) of the Collective Agreement.

Teachers with Positions of Added Responsibility

Given the right under the former Article 23 in the 2012-14 Collective Agreement, Department Heads who lose their position of added responsibility due to school consolidation or closure will have their salary red circled for a period of up to three (3) years or until they are appointed to a position of added responsibility, whichever occurs first.

School Consolidation

The intent is to accommodate teachers affected by the school consolidation process in order of seniority and qualifications. That is, no staffing decisions should be based in whole or in part on which former school a teacher was teaching. It is understood that less senior teachers at a receiving school may be identified as surplus as a result of the following process. Nothing in this process shall limit or negate entitlement to other staffing provisions in the Collective Agreement such as requests for leave, transfer and/or change in entitlement. The following steps shall be completed prior to the staffing placement meeting.

Steps 1-7 are provided here for clarity and are not intended to change the intent of the collective agreement.

Step 1 – JSSC meets to review Teacher Allocation for entire Board

The Joint Secondary Staffing Committee shall meet according to Article 13 (now Article L12) of the Collective Agreement.

Step 2 – Determining FTE of receiving schools

The Joint Secondary Staffing Committee will receive from the Board information detailing the number of students projected for each school and the placement of special programs. Subsequently, the Board will provide the FTE section allocation based on enrolment projections for review by the Joint Secondary Staffing committee prior to allocations being distributed to Schools.

Step 3 – Staffing of Special Programs

- a) Senior staff of the Board will determine the location of District Programs well in advance of this process commencing (French Immersion, International Baccalaureate (IB), Focus Programs, School to Community etc.). The Principals of the consolidated schools, will determine programming for the school as they normally do using option sheet data (same timeline as all schools).
- b) Teachers of Focus programs that are moved will move for their full entitlement to the school where the Focus Program will be located. (ie: If a focus program only runs for single semester the teacher will have the entitlement of 6 at the new location unless they indicate a preference to remain split. The location of Focus Programs will be determined well in advance of the process commencing.
- c) As a general rule, qualified teachers of French Immersion will follow the French

- Immersion program. Teachers who are qualified and teach in both French Immersion and IB will declare a preference if the programs are split.
- d) If more than one new French Immersion program is established then teachers will have the opportunity to declare their preference of location among newly created French Immersion programs.
 - e) If a French Immersion or IB teacher does not want to remain in either program in the new locations they will need to apply for a voluntary transfer to another location or access the process in step 4.
 - f) The Joint Secondary Staffing Committee will strive to honour preferences, however, the Board reserves the right to place teachers who are qualified in French Immersion or IB in such a way as to ensure the continued viability of both programs.
 - g) Placement will be based on seniority, qualifications and program need to enable programs to be viable without the need to hire where surplus may exist.

Step 4 – Teacher Choice of School

Information about program relocation and new school boundaries will be provided in order to inform the following choice.

All teachers of the consolidating school(s) shall be given the choice of the following:

- a) Choose to stay at one of the consolidated schools and indicate in rank order, their preference between the other consolidated schools including schools receiving a newly created French Immersion program.
- OR
- b) Choose to transfer to another school in the Board by indicating in rank order the schools to which they wish to go.

Step 5 – Compilation of Information for Teachers Displaced

The Board, in consultation with the Joint Secondary Staffing Committee will develop a list of teachers displaced by school closure in order of seniority. This list will include the following information:

- a) Name
- b) Seniority
- c) Entitlement by school
- d) Teaching qualifications
- e) Teaching preferences (program/subjects as indicated on teacher preference form)
- f) Teacher choice of school – Step 4 (in rank order)

Affected staff will have an opportunity to review their information, respecting privacy, prior to finalizing.

Step 6 – Preliminary Staffing Plan

- a) The Principals shall create a Preliminary staffing plan according to Article 20.4 (now Article L19.4) using the newly created staff entitlement list that have been provided to them by the JSSC. These plans will be reviewed by the Joint Secondary Staffing Committee.

Note: When Principals are assigning positions to staff on their respective lists they will strive to maximize the number of staff assigned to similar roles prior to the school consolidation process. If the number of staff who performed certain roles prior to this process exceeds the positions available, Principals in consultation with Human Resources will determine staff assignments. These assignments and rationale will be provided to the Joint Secondary Staffing Committee if requested for review and input prior to final placements being confirmed by the Superintendent of Human Resources. Teachers assigned to areas for which they are qualified and have not taught for extended periods of time may request subject specific support and professional development.

- b) These plans will be reviewed by the Joint Secondary Staffing Committee at a meeting that includes the Principals of the newly consolidated schools to discuss and resolve any placement and/or program issues that may arise.
- c) The teachers identified as surplus on the Preliminary plan following step 7 b) will be declared surplus as per Article 20 (now Article L19) of the Collective Agreement.

Note: In the year that that this staffing process is invoked the Preliminary Staffing Plan identified above will need to have two iterations. The first will be based on the staffing compliment or existing staff list of teachers with prior entitlement in the school. These plans will be used by the JSSC to determine transfers into schools identified in Step 7. The Principals will then be required to redo the Preliminary staffing plan in step 8 with any new staff that have had their entitlement transferred as per this step.

Step 7 – Determination of School Staff Entitlement

The JSSC will meet to place teachers to their full entitlement in the closing school(s) based on seniority, qualifications and choice of school. For clarity if a teacher is split between a closing school and another school on those section of entitlement in the closing school will be considered in the process.

Teachers will be given their first choice of school respecting the following limits:

- a) Up to 10% of the FTE complement of any school based on the projected enrollment
- b) Up to 25% of the FTE of any one subject area based on section allocation in preliminary plan.

It is understood that if the limits above can be exceeded by one section in order to accommodate a full entitlement placement. It is also understood that, in addition to the limits above, vacancies on the Preliminary Plan will be available to Transfer of entitlement in this step.

Where the request cannot be accommodated, the Teacher shall be placed at one of the consolidated schools. For greater clarity, a teacher shall not be transferred where all the teachers in that subject are more senior than the teacher requesting the transfer.

Step 8 – Second Iteration of Preliminary Staffing Plan

Principals will redo the Preliminary Staffing Plan referenced in Step 6 incorporating newly transferred staff into the plan. An additional week will be provided to the timelines associated with the final staffing plans in the year this staffing process is implemented to allow for time required to conduct this transfer step and the creation of the second version of the preliminary plan.

Step 9 – Return to Article 20 (now Article L19) – Regular Staffing Process

The Secondary Staffing process will proceed as per Article 20 (now Article L19) of the Collective Agreement.

Dated this _____ day of _____, 2013

For the Federation:

For the Board:

IN WITNESS whereof the Limestone District School Board has hereunto affixed its corporation seal, attested by its proper officers in that behalf:

Limestone District School Board

Chief Negotiator

Director of Education and Secretary to the Board

Date

IN WITNESS whereof the Branch Affiliate has executed this Agreement attested by the authorized representatives of the Teacher Bargaining Unit Members of the Ontario Secondary School Teachers' Federation representing the Teachers employed by the Limestone District School Board:

President, Limestone District 27
Ontario Secondary School Teachers' Federation

Chief Negotiator

Date



COLLECTIVE AGREEMENT

BETWEEN

THE RENFREW COUNTY DISTRICT SCHOOL BOARD

AND

OSSTF – DISTRICT 28 RENFREW COUNTY

TEACHERS AND OCCASIONAL TEACHERS

FOR THE PERIOD

SEPTEMBER 1, 2019 TO AUGUST 31, 2022

(Subject to errors and omissions.)

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PART A – CENTRAL TERMS

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties

and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or
 - iii. within any greater period set by regulation by the Minister of Education.
- c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.

- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.

- iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
- i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.

- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE

- ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
- i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers’ benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers’ benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers’ benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers’ Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as “Appendix H”) for job classifications that are eligible for benefits.
- b) The FTE used to determine the board’s benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT’s administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards’ submission of final October FTE and March FTE counts.

- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 September 1, 2019: 4%
 September 1, 2020: 4%
 September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.

- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment

equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any

sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDLDP.
- v. When Teachers use any part of an STLDLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.

- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.

- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:

☐ Patient is capable of returning to work with no restrictions.

☐ Patient is capable of returning to work with restrictions. **Complete section 2 (A & B) & 3**

☐ I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. **Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.**

First Day of Absence:

General Nature of Illness (*please do not include diagnosis*):

Date of Assessment:

dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)

Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: <i>Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.</i>)				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days			Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours			Start Date: dd mm yyyy	
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy				

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

LETTER OF AGREEMENT #1

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

LETTER OF AGREEMENT #3

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:

- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

LETTER OF AGREEMENT #8

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);

- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

LETTER OF AGREEMENT #10

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

LETTER OF AGREEMENT #11

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;

- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement (“OSSTF represented employees”) and currently eligible for benefits in collective agreements.

The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
 - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in

s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.

- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
 - a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry

of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective

agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:

- i) there is an in-year deficit,
- ii) that the deficit described in i) is not related to plan design changes,
- iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,

then the in-year deficit in i) would be paid by the board associated with the deficit.

- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the

members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.

- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan (“OTIP”) for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group’s last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees’ Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
 - a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on

an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.

- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.

- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph l). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;

2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

“Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:”

[insert current Retirement Gratuity language from local collective agreement]

PART B – LOCAL TERMS

The following Articles of this collective agreement also apply to Occasional Teachers: Articles L1.00, L2.00, L3.00, L4.00, L5.00, L15.00, L19.00, L27.00, L30.00, L31.00, L34.00, L37.00, L38.00, and L39.00. Articles L40.00 to L46.00 apply to Occasional Teachers only.

L1.00 PURPOSE

- L1.1 It is the intent and purpose of the Parties to this Agreement to set forth certain of the conditions of employment together with the salaries and the allowances that apply to the teachers who are covered by this Agreement. This Agreement represents the entire negotiated Agreement between the Parties.

L2.00 AMENDMENTS AND SCHOOL YEAR

- L2.1 Amendments (deletions or additions) to the clauses defined herein shall be made only by mutual consent of the Parties concerned in this Agreement. Either Party wishing to amend this Agreement shall notify the other Party to this effect. Such a notice shall be given in writing. The other Party shall acknowledge such notice and meet to consider the proposed amendment within fourteen (14) days.
- L2.3 In the event that the Government of Ontario or the Government of Canada passes or amends Statutes and/or Regulations and in the opinion of either Party such action results in changes in the terms and conditions as outlined in this Agreement, the Parties shall meet within fifteen (15) days of the written request of either Party for such a meeting.
- L2.5 (a) The length of the school year shall be the minimum required under the Education Act.
- (b) Guidance Teachers who agree, by mutual consent, to work outside the designated school year shall receive compensating days off equal to the FTE of days worked. Such days are to be scheduled during the course of the school year with the agreement of the principal. The principal shall notify the Bargaining Unit president of the number of FTE days each teacher is entitled to by September 15th of the school year.

L3.00 RECOGNITION

- L3.1 The Board recognizes OSSTF as the exclusive bargaining agent for every teacher and occasional teacher, other than principals and vice-principals – who is assigned to one (1) or more secondary schools or who performs duties in respect of such schools all or most of the time.
- L3.2 The Board recognizes the Negotiating Committee officially authorized by OSSTF as the Committee to represent the teachers and occasional teachers in the Bargaining Unit and to negotiate on their behalf. The Board also recognizes the right of OSSTF to authorize any agent to represent the teachers and occasional teachers and to negotiate on their behalf if the need arises.

- L3.3 Both Parties undertake to inform each other in writing of the members of their Negotiating Committee who may be elected or appointed from time to time and to inform each other in writing whenever any other agent has been authorized to represent or to negotiate on their behalf.
- L3.4 The Teachers and Occasional Teachers recognize the Board Negotiating Committee as the regular and official committee representing the Board and negotiating on its behalf.
- L3.5 The Teachers and Occasional Teachers also recognize the right of the Board to authorize the Ontario Public School Boards' Association or any other agent to represent the Board and to negotiate on its behalf if the need arises.
- L3.6 Subject to application for the use of a school facility in accordance with Board Policy governing the use of Board Facilities, the Federation shall be allowed to carry out Federation business on the Board's premises outside normal school hours.

L4.00 IMPLEMENTATION

- L4.1 All teachers shall be paid strictly in accordance with this Agreement.
- L4.2 All secondary teachers shall, for salary purposes, be placed, without exception in the group (category) assigned them according to the OSSTF certification policy as outlined in Clause L5.1.
- L4.3
 - (a) Where by June 30th of the school year, a teacher files with the Board an OSSTF Certification Rating Statement showing that the requirements for a higher rating category were completed after the end (June 30th) of the previous school year, the teacher shall receive the higher rate retroactive to the first day of the month following the month in which the requirements for the higher category were completed.
 - (b) Where a teacher has filed the necessary documentation with OSSTF in sufficient time to reasonably meet the date specified in (a) above, and the teacher receives written notification that the OSSTF Certification Rating Statement will be delayed for reasons beyond the control of the teacher, the teacher shall file such documentation with the Board and shall be deemed to have met the requirements of (a) above.
- L4.4 The Union acknowledges the right of the Board to manage the affairs of the Board and the Board agrees that its rights and responsibilities shall be exercised in a manner that is non-discriminatory and consistent with this Agreement and the prevailing Statutes in Ontario.

L5.00 CATEGORY DEFINITIONS

- L5.1
 - (a) Category definitions shall be those established by the Ontario Secondary School Teachers' Federation Certification Policy in the current year minus one (1) year.
 - (b) For the purpose of salary categorization, the Board recognizes the statement of certification or qualification issued by the OSSTF. In case of dispute on category standing, the ruling of the OSSTF shall be final. Deviations from this policy which may be applicable to the local Federation are contained in Clauses 5.2, 5.3, and 5.4 of this Agreement.

(c) It shall be incumbent upon the teacher to provide the Board with documented proof of Category in the form of the statement of certification or qualification issued by the OSSTF.

5.2 All teachers employed on Letters of Standing shall be paid according to their "Letter of Evaluation" from the OSSTF issued in accordance with the category definitions of Clause 5.1 (a).

5.3 All teachers who lack basic qualifications for teaching in Ontario Secondary Schools shall be paid as if they were in Category I.

5.4 All teachers employed on a TSS Certificate shall be paid as if they were in Category I.

L6.00 SALARY SCHEDULE

L6.1

	Effective September 1, 2019				Effective September 1, 2020			
	I	II	III	IV	I	II	III	IV
0	42,968	47,274	51,567	55,866	43,398	47,747	52,083	56,425
1	46,487	50,863	55,468	59,614	46,952	51,372	56,023	60,210
2	49,996	54,448	59,375	63,383	50,496	54,992	59,969	64,017
3	53,512	58,051	63,285	67,139	54,047	58,632	63,918	67,810
4	57,030	61,636	67,187	70,894	57,600	62,252	67,859	71,603
5	60,547	65,225	71,094	74,657	61,152	65,877	71,805	75,404
6	64,058	68,815	74,997	78,417	64,699	69,503	75,747	79,201
7	67,571	72,403	78,902	82,176	68,247	73,127	79,691	82,998
8	71,089	76,000	82,807	85,944	71,800	76,760	83,635	86,803
9	74,609	79,596	86,709	89,706	75,355	80,392	87,576	90,603
10	78,119	83,193	90,616	93,458	78,900	84,025	91,522	94,393
11	81,648	86,803	94,534	97,221	82,464	87,671	95,479	98,193
12				100,976				101,986

	Effective September 1, 2021			
	I	II	III	IV
0	43,832	48,224	52,604	56,989
1	47,422	51,886	56,583	60,812
2	51,001	55,542	60,569	64,657
3	54,587	59,218	64,557	68,488
4	58,176	62,875	68,538	72,319
5	61,764	66,536	72,523	76,158
6	65,346	70,198	76,504	79,993
7	68,929	73,858	80,488	83,828
8	72,518	77,528	84,471	87,671
9	76,109	81,196	88,452	91,509
10	79,689	84,865	92,437	95,337
11	83,289	88,548	96,434	99,175
12				103,006

- L6.2 Experience recognized as a result of full-time teacher's employment on a regular basis for part of a school year, shall be that fraction of the school year they were employed for, rounded off to the nearest tenth.
- L6.3 The following Clauses set out experience allowances to be granted to teachers. Such experience allowances shall not carry a teacher beyond the scale maxima set out in Clause 6.1 above.
- L6.4 The allowances for Ontario Secondary School Teaching experience shall be in accordance with the grid set forth in Clause 6.1 above.
- L6.5 (a) Allowance for Ontario Elementary School Teaching Experience
The allowances for Ontario elementary school teaching experience shall be in accordance with the grid set forth in Clause 6.1 above.
- (b) Allowance for Other Teaching Experience
The allowance for other teaching experience shall be:
- (i) As per Clause 6.1 for teaching experience that is considered to be the valid equivalent of Ontario secondary school teaching experience, by the Board or its hiring agents.
 - (ii) As per Clause 6.5 (a) for teaching experience that is considered to be the valid equivalent of Ontario elementary school teaching experience, by the Board or its hiring agents.
 - (iii) The Board may approve exchanges between elementary and secondary school teachers on a yearly basis without loss in salary, other than responsibility allowances.
- L6.6 Related Experience
- (a) Trade & Industrial Experience and Business & Commercial Experience
For teachers with technical, vocational or occupational certificates engaged in teaching practical, as opposed to academic subjects and for teachers with business and commercial certificates engaged in teaching business and commercial subjects, the Board will recognize at the rate of two (2) years' experience equalling one (1) year on the grid set forth in Clause 6.1 experience which can be documented and is now or was relevant at the time of hiring. The said technical, vocational, occupational, business or commercial experience shall be considered relevant when it is additional to, and of similar character, to that required for admission to corresponding Ontario College of Education courses. When documentation suitable to the Board cannot be obtained, a sworn affidavit shall be accepted by the Board. A valid Acceptance of Position form shall also be regarded as acceptable documentation.
- (b) Other Related Experience
- (i) Allowable business, commercial, technical, vocational, occupational and additional related experience combined must not aggregate more than eight (8) years at two hundred thirty dollars (\$230) per year. The same experience must not be counted more than once even though such experience may get more than one classification.
 - (ii) The following examples, which are not necessarily to be considered restrictive, are set out to assist the Board in determining the eligibility of additional related experience for purposes of salary recognition:
 - (1) Teaching experience other than elementary or secondary.
 - (2) Engineers hired to teach math or science.
 - (3) Clergymen hired to teach English or Guidance.

- (4) Lab technicians, foresters or agriculturists hired to teach science.
- (5) Urban planners hired to teach geography.
- (6) Reporters hired to teach English or History.
- (7) Interpreters hired to teach the language in which they specialized.
- (8) Actors, producers and script writers for stage or film hired to teach English, Screen Education or Theatre Arts.
- (9) Other people whose experience is directly related to subjects they are hired to teach, e.g.:
 - (A) a public librarian becoming a school librarian;
 - (B) a nursing instructor becoming a teacher in any field;
 - (C) a practising nurse becoming an occupations teacher where the program includes hospital services;
 - (D) a salesman employed to teach marketing and merchandising;
 - (E) an auditor teaching bookkeeping and accounting.

Note 1: Armed Forces: No allowance unless their work qualifies them for one of the preceding categories.

Note 2: Such forms of experience as a teacher doing instruction in physical education at university, while attending university as a student would not get a related experience allowance.

Note 3: If in a year subsequent to the year of initial employment, the principal shifts the teacher to a subject field different from that in which the related experience applied, the experience allowance would still hold.

Note 4: Attendance for a full year at the Institute of Child Study would be recognized as one (1) year of related experience.

Note 5: Full-time university teaching would be recognized as related experience, as would that of full-time physical education instructor in the armed forces.

Note 6: Army instructors would get experience recognition only where their instructional duties were formal and full-time.

Note 7: Summer jobs and other casual work are not recognized for experience allowance, nor are the in-factory intervals on co-operative training courses.

L6.7 Record Re: Allowance

- (a) Upon hiring a teacher, the Board shall furnish the teacher with a statement of secondary experience recognized under Clause 6.4 and elementary experience recognized under Clause 6.5. The teacher shall furnish the Board with documentary proof of the experience so recognized.
- (b) The statement given to the teacher in Clause 6.7 (a) by the Board shall indicate for each type of allowance mentioned:
 - (i) the total number of years accepted by the Board at the time of hiring and the dollar rate per year that was granted; and
 - (ii) the total number of years documented by the teacher and recognized by the Board at the time of hiring under each type of experience whether recognized for salary or not.
- (c) It shall be the responsibility of the Board and the teacher to retain copies of statements issued under Clauses 6.7 (a) and (b) as long as the teacher remains a teacher of the Board.

L6.8 For purposes of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

L7.00 RESPONSIBILITY ALLOWANCES

- L7.1 The principal shall ensure that every subject area in the school to which a teacher has been assigned is represented within the Positions of Responsibility structure, singly or in combination with other subject areas.

The number of Positions of Responsibility allocated to each school shall be based on the projected ADE school enrolments as listed below.

Student ADE Enrolment	Positions of Responsibility
1000 and over	10
850 – 999	9
700 – 849	8
550 – 699	7
400 – 549	6
Under 400	5

- L7.2 These provisions shall apply and will continue in force subject to any revisions required by the Ministry of Education & Training funding formula.
- L7.3 The duties of a Teacher in a Position of Responsibility are as defined in Regulation 298 of the Education Act.
- L7.4 The following responsibility allowances for those in charge of department or organizational units will be granted and the amounts shall be in addition to those granted in Article L6.00 of this Agreement.

	September 1 , 2019	September 1, 2020	September 1, 2021
(a) Major Department Heads	\$4,804	\$4852	\$4901
(b) Minor Department Heads	\$3,602	\$3638	\$3674

- L7.5 A Major Department Head shall be appointed and defined as the teacher in charge of a department or organizational unit with more than five (5) timetables (for the purposes of this Article, a timetable shall be the equivalent of one [1] teacher FTE).
- L7.6 A Minor Department Head shall be appointed and defined as the teacher in charge of a department or organizational unit with five (5) or fewer timetables.
- L7.7 The responsibility allowance of each Department Head shall be defined November 1st of each school year.
- L7.8 Teachers holding positions of responsibility shall be specialists in their area or hold honours specialist qualifications in one (1) or more subjects taught in the department or programs. In the absence of an applicant with appropriate specialist qualifications, the principal may appoint an applicant who undertakes to pursue a specialist qualification within the term of appointment. An exception may be made where no teacher in the school is qualified and/or willing to perform the duties.

- L7.9 No teacher shall hold more than one (1) position of responsibility at any one (1) time. Positions of responsibility may be shared between two (2) teachers on a half-time ($\frac{1}{2}$) basis only.
- L7.10 Positions of Responsibility will be for a three (3) year term, except when reposting following the end of a term, a resignation or a retirement, in which case the Board may post a shorter term only for the purpose of aligning the end date with the majority of Positions of Responsibility at that school.
- L7.11 An incumbent may re-apply for a Position of Responsibility at the end of their term.
- L7.12 Any leave taken during the term of position will be considered as part of the term of the position.
- L7.13 A position of responsibility which becomes vacant during the school year and will remain vacant for more than ninety (90) days will be filled on an interim basis.
- L7.14 Interim appointments shall be made to fill a vacancy which is created by the Board's granting a leave to a teacher holding a position of responsibility and shall be for the period not exceeding three (3) years or the duration of the leave, whichever is less.
- L7.15 (a) Consultant appointments shall be made from teachers with section(s) on school staffing lists as of May 31st, unless there are no applicants from the staffing lists.
- (b) Consultant appointments shall not exceed a three year term.
- (c) An appointee shall be exempt for a maximum of one redundancy process for the term of the appointment. This exemption allows the appointee to retain a current consultant position for a first year of redundancy.
- (d) Consultant positions cannot be filled through the redundancy process.
- L7.16 An allowance of \$5,589 (\$5645 September 1, 2020, \$5701 September 1, 2021) will be paid to a teacher appointed to the position of consultant. The allowance shall be pro-rated for a part-time consultant according to the fraction of time he/she is performing duties as a consultant.

Where a consultant is required to travel in the County, the consultant shall have a location designated by the board. Travel allowance shall be payable to such teachers at the rate currently approved by Board policy and all distances shall be measured from the designated location.

L8.00 TERMINATION OF EMPLOYMENT

- L8.1 A teacher shall notify the Board by November 30th of the teacher's intention to resign December 31st in a non-semestered school or the earlier of the end of Semester 1 or January 31st in a semestered school, and by March 1st of the teacher's intention to resign effective June 30th, July 31st or August 31st.
- L8.2 The Board and a teacher who is a night school or summer school teacher shall give written notice, of not less than two (2) weeks, to the other, should either wish to terminate the

teacher's employment prior to the end of the assignment. Such notice shall not apply in the event of termination for cause.

- L8.3 Nothing herein prevents a teacher and the Board from mutually agreeing to the teacher's resignation at any time.

L9.00 ALLOWANCES FOR EXTRA DEGREES

- L9.1 (a) An allowance of \$793 shall be granted for one Master's degree or one Doctorate from universities which are members of the National Conference of Canadian Universities and Colleges or of similar conferences in other parts of the world provided that such degree has not been used for category placement.
- (b) The extra degree allowance shall be paid above category and shall have the effect of exceeding maximum for all teachers of the local Federation.

L10.00 PART-TIME TEACHERS

Note: This Article represents many of the restrictions which apply to part-time teachers. Except as otherwise provided, the Agreement applies equally to full-time and part-time teachers. Other restrictions and/or special provisions, but not necessarily the only ones, may be found in Articles L12.00 and L23.00.

- L10.1 Part-time teachers shall be paid a salary pro-rated on schedule according to their qualifications and experience.
- L10.2 (a) Part-time teachers shall be allowed to participate in the benefit plans pursuant to Article L12.00 and allowances covered by this agreement. Subject to the specifications of the Insurance Carrier, part-time teachers have the right to waive participation in the Benefit Plans.
- (b) Experience recognized as a result of part-time teachers employed on a regular basis in any one (1) school year, shall be that fraction of a full year they were employed for, rounded off to the nearest tenth.
- (c) Part-time teachers shall be paid that fraction of full salary that their duty time per week or per cycle or per semester, etc., bears to the corresponding average timetable served during the regular school day by full-time classroom teachers in the school concerned.
- (d) Supervisory and other duties assigned to full-time regular day school teachers shall be assigned on a proportionate basis to teachers working a part-time day school schedule.
- (e) A teacher whose timetable is expanded with an occasional assignment can count the timetable expansion for increment and benefit purposes. Such an increase of timetable increases future timetable entitlement.

In administering Clause L10.2 (e), the following guidelines apply:

- (i) BENEFITS PURPOSES

- (1) Occasional assignment means teaching the equivalent of at least one (1) full section continuously for at least twenty (20) school days during a semester.
 - (2) Benefit improvements will be reflected for the time period in which the occasional assignment is taught.
 - (3) It is the responsibility of the teacher claiming such increment credits to provide documentation of the occasional assignments.
- (ii) INCREMENT PURPOSES
- (1) Occasional assignment means an assignment for the same teacher teaching the same timetable for more than ten (10) consecutive teaching days.
 - (2) Increments will be calculated in the normal manner i.e. assignments in one (1) school year are reflected in increments at the commencement of the next school year. Calculations shall be rounded to the nearest tenth.
 - (3) It is the responsibility of the teacher claiming such increment credits to provide documentation of the occasional assignments.
- (iii) TIMETABLE ENTITLEMENT
- (1) Occasional assignment means teaching the equivalent of at least one (1) full section continuously for at least seventeen (17) weeks during a semester.
 - (2) Entitlement shall be calculated by doubling the teacher's best semester assignment during the current school year or the second semester assignment of the previous school year.
 - (3) Entitlement is exercised in accordance with Article L24.00 and cannot result in the splitting of a single course or other equivalent assignment among two (2) or more teachers.
 - (4) Timetable increase for an occasional assignment does not affect the teacher's location (i.e. school) on the seniority list. The teacher remains at the location (i.e. school) on the seniority list where the assignment is held.
 - (5) It is the responsibility of a teacher claiming an entitlement under this provision to advise the principal of the school in which the contract assignment is held of any entitlement generated by a timetable expansion in a different school. This notification, in writing, must be done within five (5) school days of the end of the accumulation period.

L11.00 METHOD OF PAYMENT

- L11.1 (a) The method of payment shall be ten (10) payments of 8% each and one payment of 20%. There shall be a pay of 8% on the first school day in September. There shall be pays of 8% not later than the last Friday of each month from September to May inclusive. There shall be a pay of 20% not later than the last school day in June.
- (b) (i) Teachers' salary payments shall be made by direct deposit to a financial institution of the teacher's choice
- (ii) Each teacher shall supply the proper information of the account to which salary deposit is to be made. No payments can be made until this information has been supplied.
- (iii) A maximum of one (1) change of account for deposit will be accepted in any one (1) school year. An additional change of account for deposit will be accepted if there is a change in principal residence during the school year. Any change in account must

be received by the Board Payroll Department at least two (2) weeks before the change is to be effective.

- (iv) The Board reserves the right to pay by cheque at any time.
 - (c) Where a pay date is not a date on which direct deposits can be made, the pay date shall be moved to a date preceding the specified date. In each case, the date moved to will be the one nearest the specified date on which the transaction can occur. In the event, the Board has exercised its rights under Clause L11.1 (b) (v), the "date on which direct deposits can be made" shall become "school day" and the date to which the pay date is moved shall be a school day.
- L11.2
- (a) Upon receipt of notification of the employment of a new teacher the Human Resources Department shall mail to the teacher concerned, at the address indicated, all forms which will be required for payroll purposes. If these forms are not received by the Board fifteen (15) days prior to the teacher's first regularly scheduled pay day, the teacher shall be given notice by certified or registered mail.
 - (b) Any such teacher who has not ten (10) days prior to a regularly scheduled pay day filed with the Administrator - Human Resources all forms required at that time for the processing of pay, shall not receive any payments until the forms have been filed following which arrears shall be paid with the next regular instalment payment.
 - (c) The board shall make statutory deductions as required by law or the Agreement.
- L11.3 A teacher is entitled to be paid his or her salary in proportion that the number of school days on which the teacher performs his or her bears to the total number of school days in the school year.
- L11.4 Full-time teachers that leave the employ of the board or take a leave of absence part way through the year will be paid their full-time salary for the portion of the year that they worked.
- L11.5 The Board shall deduct Ontario College of Teachers' fees on the January pay each year and shall remit by the due date set by the College.

L12.00 BENEFIT PLANS

- L12.1 The Board also makes available a long-term disability plan, premiums on which are the individual teacher's responsibility. Teachers of the Bargaining Unit whose employment commenced on or after September 1, 1980 must, as a condition of employment, enrol in the long-term disability plan. Any teacher in the twelve (12) months prior to retirement, may drop long-term disability coverage provided that they will qualify for an unreduced service pension.
- L12.2 The Board agrees to a full disclosure of all details of the operation of the plan(s) and further agrees to provide the Bargaining Unit President with a complete copy of the master contract for each of the Benefit plans in operation under this Agreement for which it administers.
- L12.3 (a) The Federation shall have the right to change the specifications and carriers for the, long-term disability plan.

- (b) Where a change in specifications and/or carrier occurs under Clause L12.5 (a) and the resulting contract is between the Federation or an agent of the Federation and the carrier, the Federation agrees to a full disclosure of all details of the operation of the plan(s), and further agree to provide the Board with a complete copy of the master contract for each of the Benefit plans changed under the provision in Clause L12.5 (a).

L13.00 LEGAL LIABILITY

- L13.1 For teachers or occasional teachers having any legal proceeding brought against them for libel or slander in respect of any statements relating to the employment, suspension or dismissal of any person by the Board, published at a meeting of the Board or a committee thereof, or for assault in respect of disciplinary action taken in the course of duty, the Board shall pay the legal costs or any part thereof incurred by such teachers or occasional teachers in successfully defending such legal proceeding as referred to above. If found guilty, the teacher or occasional teacher shall bear said legal expenses.

L14.00 INTERNAL TRANSFERS

- L14.1 Relocation Allowance
The Board shall pay all reasonable moving costs of any teacher whom it requests to move from one municipality to another within the County, plus a relocation allowance of up to \$300 to help pay for incidental expenses involved.
- L14.2 Mutual Consent
The movement of teachers from one municipality to another within the County System shall be by mutual agreement of the Board and the teacher concerned with no penalty assessed against any teacher who declines.
- L14.3 Transfer Requests
 - (a) Teachers requesting transfer shall apply to their Superintendent prior to February 1st each year, indicating school preference and subject area.
 - (b) The Superintendent shall provide the lists of all teachers requesting a transfer to the Bargaining Unit President by February 15th.
 - (c) Transfer requests shall be considered after the Redundancy Procedures are completed and when vacancies are available.

L15.00 PROMOTIONS AND VACANCIES

- L15.1 (a) New and/or vacant positions shall be advertised on the Board website for at least two (2) teaching days. Internal advertising will occur prior to public advertising unless approved by the Bargaining Unit President or designate in which case advertising postings may run concurrently. This procedure shall be waived for positions filled under the provisions of Article L24.00 – Redundancy Procedures.

- (b) New and/or vacant positions of responsibility shall be advertised on the Board website. The filling of a vacant position of responsibility cannot result in a school becoming over-staffed. In no case will public advertising occur prior to internal advertising.
- (c) Vacant sections shall be advertised on the Board website, and part-time teachers on staff of that school, subject to qualifications, can apply for such vacant sections. Provided that it does not require changes to the existing timetable, the successful applicant shall be offered additional sections. This provision shall not apply during the operation of the Redundancy Procedures pursuant to Article L24.00.
- (d) Notwithstanding Clause L15.1 (a), new and/or vacant positions which occur during the summer break shall be posted on the Board website for two (2) working days. Public advertising of such positions may occur simultaneously with this posting. The closing date for any position governed by this sub-clause shall be reasonable under all the circumstances including the Board's need to fill positions prior to commencement of school in September.

L16.00 LEAVE PLANS

L16.1 Sick Leave

- (a) Normally absence due to personal illness for periods of up to three (3) consecutive school days does not require certification; however, the Board at its discretion may require such certificate for any shorter period of absence. For absences in excess of three (3) consecutive school days, no leave with pay shall be granted unless the Board receives a certificate of a legally qualified medical physician, acceptable to the Board, certifying that the employee is unable to attend to his or her official duties.
- (b) In order to medically support continued access to sick leave benefits, the Board may request that the employee provide from an appropriate qualified medical practitioner acceptable to the Board information regarding the employee's restrictions and limitations that are preventing the employee from performing the duties of their assignment. Failure to provide such information by the employee or physician within a reasonable period of time will result in suspension of sick leave benefits.
- (c) Where it is suspected that there may be abuse of sick leave, the Board may require a medical certificate for any amount of sick leave.
- (d) Where for reasons of health, an employee is frequently absent or unable to perform his or her duties, the Board may require the employee to submit to a medical examination by a physician acceptable to the Board and at the Board's expense.
- (e) Instances of unsubstantiated use of sick leave will be dealt with through the progressive discipline process.

L16.2 Special Leave

- (a) Each teacher may be granted special leave of absence for reasons other than illness, including but not limited to family care, without deduction of salary up to a maximum of five (5) days in any one (1) school year, subject to the approval of the Superintendent of Human Resources and according to the applicable Administrative Procedure.

- (b) Where the teacher for any reason teaches less than ten (10) months in the year, the teacher's salary will be reduced proportionately for any special leave used in excess of one-half (½) day per month. Special leave is non-cumulative from year to year.

L16.3 Bereavement Leave

A maximum of three (3) teaching days is allowed to attend the funeral of immediate next-of-kin only (parents or guardian, step-parents, children, step-children, brothers, sisters, spouse (including same sex or common-law), mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, sons or daughters-in-law), any relative living in the same household. If more than three (3) consecutive teaching days are required to attend the funeral of immediate next-of-kin, the number of days in excess of three (3) where approved by the Director shall be chargeable to Special Leave. Bereavement leave is not chargeable to the teacher in any form whatever.

L16.4 Quarantine Leave

In any case where, because of exposure to a communicable disease, a teacher is quarantined or otherwise prevented by order of the medical health authorities from attending upon the duties of a teacher, the teacher shall be paid and the time shall not be deducted from the sick leave account.

L16.5 Court Appearance Leave

- (a) Each teacher shall be allowed leave of absence without deduction of salary or loss of sick leave credit when required to serve on a jury or subpoenaed as a witness in any proceeding to which the teacher is not a party or one of the persons charged. The teacher shall pay to the Board any fee, exclusive of travelling allowances and living expenses that was received as a juror or as a witness.
- (b) This Clause does not apply when the lawyer for either party requests the teacher to testify in court or act as a witness.
- (c) Where a teacher has been charged in court and has been acquitted of the charge, the teacher shall be allowed leave of absence without deduction of salary for the time spent in court, and at the discretion of the Board, for travelling thereto, provided the charge resulted from an incident associated with the fulfilment of the teacher's teaching duties.

L16.6 Accidents Covered by the Worker's Compensation Act

Teachers who are injured in the course of duty with the Board shall have their Worker's Compensation salary awards supplemented to 100% for a maximum of four years and six months.

L16.7 Pregnancy, Parental and Adoption Leave

The Board provides pregnancy, parental and adoption leave for teachers and occasional teachers for such period before and after delivery or adoption of a child as will serve the interests of the students, the Board and the teacher concerned, and in conformity with the requirements of the *Employment Standards Act, RSO 1990*. Pregnancy is regarded as a normal health condition and not as sickness. No distinction is made between illness resulting from pregnancy and other types of illness for the purpose of sick leave coverage.

(a) Pregnancy Leave

A Pregnancy Leave is granted to a pregnant employee and is for a period of fifty-two (52) weeks or such shorter period of time as the employee requests. The term

“Pregnancy Leave” includes both the seventeen (17) week pregnancy and thirty-five (35) week parental leaves of the Employment Standards Act.

(i) For teachers with 13 weeks or more of continuous service with the Board at the beginning date for leave

- (1) Four (4) weeks’ written notice shall normally be given prior to the beginning of leave. Leave may not begin earlier than seventeen (17) weeks prior to the expected date of birth.
- (2) Written documentation is required in:
 - the application for leave beginning and ending dates;
 - the probable delivery date;
 - medical practitioner’s documentation indicating pregnancy, probable delivery date, fitness for return for return to duty, need for extension of leave;
 - confirmation of leave including beginning and ending dates.
- (3) The teacher may return earlier than the planned date by giving four (4) weeks written notice prior to the original proposed return date.
- (4) During a leave, the teacher shall receive no salary from the Board; seniority shall continue to accrue; sick leave shall not be reduced unless used.
- (5) Board contributions to benefits shall continue and experience for increment and seniority purposes shall accrue.
- (6) Subject to redundancy provisions (Article L24.00) the teacher will be returned to the position held at the beginning of the leave period.

(ii) For teachers with less than 13 weeks of continuous service with the Board prior to date of birth:

Except for (6) above, all of Clause 16.8 (a) shall apply.

(b) Parental Leave

Parental Leave is granted to an employee whose spouse is expecting to give birth.

(i) For teachers with 13 weeks or more of continuous service with the Board at the beginning date for leave

- (1) Parental Leave is for a period of thirty-five (35) weeks or such shorter period of time as the employee requests. Parental Leave must commence no later than thirty-five (35) weeks after the child is born.
- (2) Written notice must be given two (2) weeks prior to the beginning of leave. Any extension or a leave or early return from leave as first indicated requires four (4) weeks’ notice.
- (3) During a leave, the teacher shall receive no salary from the Board; sick leave, experience and seniority shall continue to accrue.
- (4) Board contributions to benefits shall continue.
- (5) Subject to redundancy provisions (Article L24.00) the teacher will be returned to the position held at the beginning of the leave period.

(c) Adoption Leave

Adoption leave is granted to a teacher who has provided the Board with confirmation that an application for adoption has been made.

- (i) For teachers with 13 weeks or more of continuous service with the Board at the beginning date for leave
 - (1) Adoption Leave may be for a period of up to thirty-five (35) weeks or such shorter period of time as the employee requests. Adoption leave must begin within fifty-two (52) weeks of the custody and may begin two (2) weeks before custody.
 - (2) Written notice must be given two (2) weeks prior to the beginning of leave. Any extension or a leave or early return from leave as first indicated requires four (4) weeks' notice.
 - (3) During a leave, the teacher shall receive no salary from the Board; sick leave, experience and seniority shall continue to accrue.
 - (4) Board contributions to benefits shall continue.
 - (5) Subject to redundancy provisions (Article L24.00) the teacher will be returned to the position held at the beginning of the leave period.

- (d) Extended Pregnancy/Parental Leave
 - (i) An extended Pregnancy/Parental Leave shall be granted for a period not to exceed one (1) year. The duration of the leave, commencing date and termination date are at the discretion of the Board and subject to mutual agreement with the teacher.
 - (ii) During the extended leave:
 - (1) experience for seniority shall accrue; and
 - (2) a teacher may elect to pay full benefit premiums to keep coverage in effect.
 - (iii) Subject to redundancy provisions (Article L24.00) and with the exception of Clause 16.8 (a) (ii) the teacher will be returned to the same school as assigned to prior to the commencement of the leave.

- (e) SEB Plan
 - (i) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
 - (ii) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
 - (iii) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
 - (iv) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
 - (v) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
 - (vi) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
 - (vii) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8)

weeks of top-up shall be payable after that period of time.

- (viii) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- (ix) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- (x) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- (xi) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

L16.8 Leave of Absence

- (a) The Board may grant leave of absence to a teacher requesting it prior to March 1st for a leave of absence beginning anytime during the following school year. Intentions to return from leave of absence must be made prior to March 1st for return from leave absence effective at any time during the following school year. On return from the leave, the teacher, subject to the surplus-redundancy provisions of this Agreement, shall be returned to the same school assigned prior to the commencement of the leave of absence. In extenuating circumstances the Board may waive the March 1st date for either requesting a leave or for indicating a return from leave.
- (b) The Board shall grant a leave of absence to a teacher requesting it for purpose of care giving to a family member.
- (c) Teachers on leave of absence may elect to pay full benefit premiums to keep their coverage in effect, subject to the conditions established by the ELHT.
- (d) All teachers on an Occasional Teacher List may request in writing to have their name voluntarily removed from that Occasional Teacher List for a period of up to and including one (1) school year. Requests shall be granted. The Occasional Teacher's name shall be returned to the Occasional Teacher List at the end of the leave unless the Occasional Teacher requests otherwise. The time of any leave under this Clause shall not count for experience or salary.

L16.9 Leave for Negotiations

When negotiations are scheduled during the regular school day the teacher and occasional teacher representatives (to a maximum of four [4]) shall incur no loss of pay for time spent in negotiations with the Board representatives to a maximum of twenty (20) days. Additional release time for the Teachers and Occasional Teachers Table Team would be at Federation expense.

L16.10 Federation Duties

Special leave, without loss of salary or deduction of sick leave credits, up to a combined maximum of fifteen (15) days in any school year, shall be granted for activities of the Federation following a written request to the appropriate Superintendent or that person's designate from the Federation.

The Federation shall reimburse the Board for any supply teaching costs incurred.

No teacher or occasional teacher, other than the Bargaining Unit President and Chief Negotiator, shall be granted more than three (3) days in a school year under this provision. The Bargaining Unit President and Chief Negotiator may be granted up to five (5) days in a school year under this provision.

L16.11 Federation Leave

The Bargaining Unit President shall, subject to the conditions which follow, be entitled to up to the equivalent of one (1) full-time leave with pay for Federation duties; such leave may be shared by two (2) teachers or occasional teachers. The Federation shall reimburse the Board the salary and benefits costs of a teacher at Category 3, Step 0 for the Bargaining Unit President Leave.

L16.12 Inclement Weather

Subject to the approval of the Superintendent of Human Resources, or designate, when extreme weather conditions prevent a teacher or occasional teacher from travelling from his/her principal residence to his/her workplace, there shall be no loss in salary under this Agreement. On return to work, the teacher will submit an Application for Inclement Weather Leave Form to the Superintendent of Human Resources, or designate, detailing the reasons for the absence.

L17.00 GRATUITY PLANS

Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, services gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:

L17.1 Retirement Gratuity

- (a) (i) An eligible teacher, who retires from the teaching profession while in the employ of the Board, shall receive a gratuity based on the number of years of continuous and unbroken service with the Board and its predecessors AND on the number of days likewise accumulated in continuous and unbroken service with the Board and its predecessors, which remain in the teacher's sick leave account at the time of retirement. For gratuity purposes a teacher may have accumulated two hundred thirty (230) days, however, the gratuity is based on a maximum of two hundred (200) days.
- (ii) A teacher is eligible for a retirement gratuity if a minimum of ten (10) years continuous service with the Board or its predecessors have been completed and proof is submitted to the Personnel office within three (3) months after leaving the Board's employ that a pension from the Teachers' Pension Plan Board is being received.

- (b) The percentage of salary used in the gratuity formula shall be 4% times the number (N) of years of continuous and unbroken service with the Board and its predecessors within the County. In no case may a retirement gratuity exceed 50% of the rate received by the teacher immediately prior to termination of employment.
- (c) The formula or scale for determining the amount of the gratuity shall be as follows:

$$\frac{(\text{days accumulated to a maximum of 200})}{200} \times 4N\% \text{ (to a maximum of 50\% of best salary)}$$

(Both figures apply to the period of continuous and unbroken service with the Board and its predecessor boards within the County.)
- (d) This gratuity may be paid in a lump sum or over not more than a three (3) year period and at a time or times mutually agreeable.
- (e)
 - (i) In the event of the death of a teacher prior to cessation of employment, a retirement gratuity based on accumulated sick leave and length of service at the time of death shall be paid to the teacher's beneficiary. If the teacher has not named a beneficiary, the gratuity shall be paid to the teacher's estate.
 - (ii) Should a retired teacher die before receiving full payment of the gratuity, the accrued benefits shall likewise be paid to the retired teacher's beneficiary, or estate if no beneficiaries have been named.

L18.00 UPGRADING AND UPDATING

- L18.1 (a) The Board does not ordinarily pay the tuition fees for any teacher taking courses which could be used to upgrade a certificate and thereby produce a change of category.
- (b) Where the Director of Education requests a teacher to take any course, the Board will pay:
 - (i) the tuition fee
 - (ii) approved transportation
 - (iii) approved accommodation costs
 - (iv) meal allowances not in excess of \$20.00 per day.
- (c) Where, with the written prior approval of the Director of Education, a teacher undertakes an updating course which cannot lead to or be considered for salary recognition, the Board will assist the teacher financially, with the following being the maximum allowable allowances:
 - (i) Where it is necessary for the teacher to live away from home while taking the approved course, the Board will pay:
 - (1) the tuition fee in full; and
 - (2) the cost of room and board and approved transportation to a limit of \$50 per week for a maximum of six (6) weeks.
 - (ii) Where the teacher can commute daily to the course, the Board will pay:
 - (1) the tuition fee; and

- (2) a mileage allowance per kilometre in accordance with Board Policy to a maximum for the entire course of \$500. (It is expected that where more than one teacher can travel in a car, this economy will be practised).

L18.2 The Board shall reimburse all teachers' travel from school to meeting and meeting to school, at the current Board rate, for attendance at any meeting convened by the Board.

L19.00 GRIEVANCE PROCEDURE

L19.1 Definitions

- (a) A "grievance" is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether or not a matter is arbitrable.
- (b) A "Party" shall be defined as:
 - (i) District 28, OSSTF;
 - (ii) The Board;
- (c) "days" shall mean regular work days unless otherwise indicated.

L19.2 A teacher or occasional teacher shall have the right to have present a representative from OSSTF to assist the teacher or occasional teacher at any stage of this grievance procedure.

L19.3 Individual Grievance

Step 1: When a teacher or occasional teacher who has a complaint arising from the interpretation, application, administration or alleged violation of this Agreement shall, with an OSSTF representative, discuss the matter with the Superintendent of Human Resources or their designate within twenty (20) school days of the teacher or occasional teacher becoming aware of the circumstances giving rise to the complaint. The Superintendent of Human Resources or designate shall respond to the complaint, in writing, within five (5) school days of the aforementioned discussions.

Step 2: If no settlement is reached, District 28, OSSTF, shall file a grievance, in writing to the Director of Education within five (5) school days of the response from the Superintendent of Human Resources or designate. Within ten (10) school days of the receipt of the grievance, a meeting will be held with the grievor, a Federation representative and the Board's Grievance Committee. A written response will be provided to the Federation from the Director of Education within five (5) school days of the meeting.

Step 3: If no settlement is reached, the Federation may submit the grievance to arbitration within ten (10) school days of receipt of the response from the Director of Education under the terms established in Section 49 of the Labour Relations Act (which may be amended from time to time) or under the terms established for arbitration pursuant to 19.8.

L19.4 Policy Grievance

The Federation and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Agreement. A policy grievance shall be presented at Step 2 to the Federation or the Director of Education.

L19.5 Any grievance which is not commenced or carried through to the next stage of the grievance procedure within the time specified shall be decreed to have been abandoned and no further action can be taken with respect to such grievance. The time limits specified in this Article may

be extended by mutual agreement in writing between the Parties to this Agreement. If the stipulated time limits are not met by the Party against whom the grievance is being lodged, the grievor or Party shall have the right to appeal the grievance to the next level of the procedure.

L19.6 Discharge Grievance

Where a teacher or occasional teacher has received a termination notice for 'Just Cause', the teacher or occasional teacher may file a grievance at Step 2 within ten (10) school days of the written notice of termination.

L19.7 Grievance Mediation

Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure.

The agreement shall be made in writing and stipulate the name of the person and the timeline for grievance mediation to occur.

L19.8 Arbitration

(a) Either Party may, after exhausting the grievance procedure, notify the other Party in writing indicating the name of its appointee to an Arbitration Board. The recipient of the notice shall within five (5) school days inform the other Party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either Party.

(b) Notwithstanding the process in Clause L19.8 (a), the Parties may agree, in writing, to the appointment of a Sole Arbitrator for any grievance. Either Party may inform the other Party, in writing, their intention to appoint a Sole Arbitrator. The recipient shall respond to the initiating Party with five (5) days. In the event that the Parties agree to a Sole Arbitrator, the Parties shall, within five (5) days of the agreement, attempt to select the Arbitrator. If they are unable to agree on such an Arbitrator, they may request that the Ministry of Labour appoint the Arbitrator.

(c) **Decision of the Board of Arbitration**

An Arbitration Board or Sole Arbitrator shall give a decision within sixty (60) calendar days after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration or Sole Arbitrator shall be final and binding and enforceable on all Parties.

(d) **Expenses of the Arbitrator or Board of Arbitration**

Both Parties agree to pay one-half (1/2) of the fees and expenses of the Sole Arbitrator or the fees and expenses of the Parties respective appointees and one-half (1/2) of the fees and expenses of the Chair of the Arbitration Board.

L19.9 Just Cause

(a) No teacher or occasional teacher shall be discharged, suspended or disciplined without Just Cause.

(b) A copy of any letter imposing discipline pursuant to Clause L19.9 (a) shall be sent to the Bargaining Unit President.

L20.00 STAFFING – ASSIGNED AND PREPARATION TIME, WORKLOAD AND CLASS SIZES

- L20.1 All full-time teachers shall be assigned six (6) out of eight (8) teaching periods except teachers assigned in Adult Education Schools will be assigned scheduled preparation time, pro-rated for part-time teachers, of 240 minutes per week.
- L20.2
- (a) Full-time Teachers assigned six (6) out of eight (8) teaching periods, shall, in addition to teaching responsibilities, be assigned alternative professional assignments comprised of either on-calls/supervisions, student mentoring and teacher mentoring.
 - (b) Off-site teachers will be assigned up to 54 half periods maxima Alternative Professional Assignments comprised of student mentoring based on seventy-five (75) minute periods or equivalent.
 - (c) All other teachers may be assigned up to 54 half periods maxima Alternative Professional Assignments comprised of on-calls/supervisions, student mentoring and teacher mentoring based on seventy-five (75) minute periods or equivalent.
 - (d) The principal shall provide a schedule of assigned supervisions for the entire semester by the Monday of the second week of each semester (subject to change due to operational requirements).
 - (e) The principal shall provide a schedule of assigned supervisions for the entire semester by the Monday of the third week of each semester (subject to change due to operational requirements).
 - (f) Prior to the start of second semester and by the last day of the school calendar, the principal of each school will provide a report to the Bargaining Unit President of the number of on-calls and duties completed by each teacher in their school in spreadsheet format.
 - (g) The principal of each school shall share on an on-going basis the APA tracking sheet used to track on-calls/ supervisions with the Branch President.
 - (h) The principal will consult with teachers of COOP sections on the assigning of APAs at the beginning of each semester.
- L20.3 Part-time teacher classroom workload (based on the school year) shall be pro-rated to that of the teachers defined in L20.1 above. A teacher with a mixed schedule of classroom and non-classroom teaching workload (based on the school year) may be assigned to a maximum teacher workload proportional to the fraction of their classroom and non-classroom assignments as outlined in L20.1 and L20.2 above.
- L20.4 No period shall exceed seventy-five (75) minutes in length. No teacher shall be assigned more than three (3), seventy-five (75) minute periods without a break, unless agreed upon through mutual consent among the teacher and the principal and the Federation.
- L20.5 Each teacher shall have a lunch break between the hours of 11:00 a.m. and 1:10 p.m. This break shall be a minimum of forty (40) consecutive minutes free from assigned duties. A teacher,

whose prep is immediately prior to lunch, may be assigned a duty at lunch as a result of extenuating circumstances, if they can consume their lunch during that duty. An example of extenuating circumstances includes when there are not enough teachers who have prep immediately after lunch to cover lunch supervisions due to an extra-curricular event.

L20.6 The principal shall assign the number of Alternative Professional Assignments among the staff as equitably as feasible. Time not assigned in accordance with this Article shall be available to teachers for marking and preparation.

L20.7 Notwithstanding any other provision in this Article, for a school that is non-semestered in whole or in part, or for periods that are less than seventy five (75) minutes there shall be equivalent assigned and non-assigned time in accordance with the rest of this Article. The Parties shall use the Staffing Allocation Committee to discuss the implementation of this matter.

L20.8 The school year shall be determined in accordance with the Act and Regulations. Teacher's Bargaining Unit input shall be requested prior to finalization of the school year calendar. Any work performed outside of the school year shall be on a voluntary basis.

L20.9 The Board and the Bargaining Unit agree to the following maximum class sizes to promote a positive learning environment:

Academic Gr. 9 – 10	32
Applied Gr. 9 – 10	25
Essential (Locally Developed)	18
College	32
College/University	34
University	34
Open	28
Workplace	25
Co-operative Education	32
(average credits/section in each semester)	
Technical Education	24
(only practical classes where equipment being used poses a safety hazard)	
E-Learning	35

- (a) The class size of a multi-level or multi-grade class shall be the lowest class size.
- (b) By September 25th, the principal and/or designate and the School Staffing Committee in each school shall ensure that the actual class sizes are within the parameters of the class size maxima stated in the chart above.
- (c) Notwithstanding (b), by September 30th any class sizes that exceed the maxima stated in the chart shall be reported to the S.A.C. The S.A.C. shall make any necessary adjustments or determine any necessary exceptions.
- (d) For second semester, the process outline in (b) and (c) above will be completed by February 28th.
- (e) In any school year, the principal, based on extenuating circumstances, may appeal to the Staffing Allocation Committee to exceed a maximum class size. In considering an appeal the Staffing Allocation committee shall give priority consideration to the needs of the

student(s).

- (f) The Staffing Allocation Committee shall review the foregoing maximum class sizes and consider changes (either higher or lower) on an on-going basis. The S.A.C shall review the system for tracking on-calls, supervisions and teacher/student mentoring if required by the Ministry of Education.
- (g) A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class size regulation.
- (h) Notwithstanding (b), (c) and (d), the principal shall notify the S.A.C. and receive approval for any changes to exceptions to the class size maxima agreed to by the dates in (b) or (d).
- (i) Notwithstanding (b), (c) and (d), the principal shall notify the S.A.C. and receive approval for any changes to exceptions to the class size maxima agreed to by the dates in (b) or (d).

L20.10 A Principal will consult with teachers on staff to develop a schedule for first semester parent-teacher interviews that shall not go beyond 8 p.m. Teachers who participate in parent-teacher interviews outside of the normal school day shall not be required to be in the school on the afternoon of a Board-designated Professional Activity Day.

L20.11 Staff Meetings

- (a) Regular staff meetings shall be scheduled by the principal in consultation with the teaching staff and upon consensus whenever possible.
- (b) Regularly scheduled staff meetings shall be held no more than once per month on average.
- (c) Meetings held on Professional Activity days are not considered a regular staff meeting for the purposes of this article.
- (d) Each meeting shall be no more than seventy-five (75) minutes in length. The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all teachers.
- (e) Regularly scheduled staff meetings may include administrative/organizational issues, professional development, training, and other matters aligned with school and Board goals.
- (f) Teachers are expected to attend regularly scheduled staff meetings, except when those meetings conflict with a pre-scheduled or mandatory District or Provincial Union meeting.
- (g) Teachers may submit agenda items to the principal for consideration.
- (h) Except for emergencies, all other meetings of staff shall be on a voluntary basis.

L21.00 STAFFING ALLOCATIONS COMMITTEE (S.A.C.)

L21.1 This committee shall be composed of the two (2) representatives of the Board and two (2) representatives of the Federation and the Director of Education, or designate, who shall be

Chair.

- L21.2 This committee shall meet prior to November 1st and at other times at the request of either Party.
- L21.3 It shall be the duty of the Committee to assess Article L20.00 by considering any problems which may arise and any factors not originally made part of the formula. Recommendations should be made from this Committee to the Board and to the teachers for revisions to be considered in future negotiations.
- L21.4 The Committee shall examine and attempt to resolve any conflicts arising from the application of Article L20.00.

L22.00 SENIORITY LISTS

Seniority for teachers will be accumulated to February 1st of the school year in which the list is being created.

L22.1 Lists

- (a) In each year, seniority lists shall be drawn up by the Board and published to the teachers in the County before the end of the first complete week of the month of March. Seniority lists may be provided electronically.
- (b)
 - (i) The listings will include all teachers in secondary schools under the jurisdiction of the Board, except principals and vice-principals.
 - (ii) The listings shall be in two (2) forms: by school and by county (if the two [2] are identical then a single form, appropriately marked may be produced).
 - (iii) A teacher who is appointed to the position of consultant under Clause L7.15 will continue to be included on the seniority list of the school where the teacher was included prior to the appointment.

L22.2 Seniority System

Teachers shall be ranked on the seniority lists according to the following:

- (a) For teachers whose teaching assignment commenced in the secondary schools of the Board prior to September 1, 2001, rank ordering shall remain consistent relative to other teachers as of August 31, 2014.
- (b) For teachers whose assignment began on or after September 1, 2001, teachers shall be ranked on the seniority lists according to the length of continuous employment as a secondary teacher of the Board from the beginning of the assignment.
 - (i) Seniority shall be accumulated without regard to whether employment is full-time or part-time and shall accumulate during all periods while a teacher
 - (1) is on an approved leave of absence,
 - (2) is on sick leave,
 - (3) LTD or workers' Insurance benefits,
 - (4) is redundant,and continues to retain recall rights.

- (c) When a teacher tenders his/her resignation, is terminated or loses his/her recall rights, his/her name will be removed from the seniority list.

L22.3 Tie Breaking

(This section applies to teachers whose teaching assignment began after 01 September 2001.)
Where two or more teachers have the same ranking, the ranking on the seniority list shall be in order of decreasing experience recognizable for salary purposes as a teacher with the Board and its predecessor in the secondary panel including any periods as a long term occasional teacher in the secondary panel; then

- (i) total experience recognizable for salary purposes as a teacher with the Board and its predecessor in the secondary panel including any periods as a long term occasional teacher in the secondary panel; then
- (ii) total experience recognizable for salary purposes as a teacher with the Board and its predecessor in both the secondary and elementary panels including any periods as a long term occasional teacher in the secondary and elementary panel; then
- (iii) total teaching experience recognized for salary purposes; then
- (iv) by lot conducted jointly by the Parties.

L22.4 Challenging the Lists

- (a) Within five (5) teaching days of the posting of the March lists in the schools, each teacher shall scrutinize the lists and report any discrepancies, omissions or errors to the Bargaining Unit President.
- (b) Within ten (10) teaching days of the posting of the March lists in the schools, the Bargaining Unit President shall report the discrepancies, omissions or errors to the Superintendent responsible for Human Resources or designate.
- (c) Within fifteen (15) teaching days of the posting of the March lists in the schools, the Director of Education or designate shall respond to any discrepancies, omissions or errors brought forward by the Bargaining Unit President.
- (d) Any discrepancies, omissions or errors involving the placement of a teacher on or within the listings which are not satisfactorily resolved by the reply of the Director of Education or designate may be referred to Arbitration under the provisions of Article L19.00 provided the reference is made within (ten) 10 teaching days of the response received by the Bargaining Unit President.

L23.00 REDUNDANCY REVIEW COMMITTEE

L23.1 The Redundancy Review Committee shall be composed of:

- (a) two (2) Board representatives;
- (b) two (2) secondary teachers appointed by the Federation; and
- (c) one (1) administrator appointed by the Board who shall be non-voting and consultative to the Committee.

L23.2 The Committee shall have access to all information pertinent to its consideration of redundancy or a surplus teacher situation, including but not limited to the following:

- (a) current enrolment and forecasts of enrolment for the next and following school years;

- (b) demographic studies of the community or communities as they may be available;
- (c) forecasts of potential areas of redundancy and surplus situations by school and by subject field;
- (d) records of past redundancies, surplus situations, transfers and new hirings;
- (e) forecasts and all current information concerning potential and actual retirements or separation from employment for any other reason(s) including incompetency.

L23.3 In the event that the Redundancy Review Committee cannot reach a majority decision on a matter referred to it by a School Staffing Committee under the provision of Clause L24.2, the matter shall be referred to Arbitration under the following procedure:

- (a) The matter shall be referred forthwith to an arbitrator chosen in accordance with the provisions of Clause L23.3 (c), who shall meet with the Redundancy Review Committee to hear the views and positions of the members of the Redundancy Review Committee and to hear such other evidence as the arbitrator feels is necessary. The arbitrator shall make a final and binding decision which must not have the effect of modifying, amending or violating this Agreement on the matter in dispute and transmit it to the Redundancy Review Committee. The arbitrator must act within such a time frame that the time limits imposed by Clause L24.2 may be reasonably met.
- (b) The Parties to the Agreement agree to share equally the costs of the arbitrator and any reasonable expenses incurred by the arbitrator.
- (c)
 - (i) The arbitrator for a particular matter shall be chosen from a list of arbitrators prepared by the Parties to this Agreement.
 - (ii) Arbitrators shall be chosen in turn from the list. Thus, if the arbitrator third on the list has been chosen for a case, the next case will be offered to the arbitrator fourth on the list. If an arbitrator declines a case, the next arbitrator on the list will be chosen and so on until an arbitrator accepts the case or all arbitrators on the list have declined the case. (Note: After the last arbitrator on the list is offered a case, the choice returns to the first arbitrator on the list.)
 - (iii) An arbitrator who does not accept a case within twelve (12) hours of the case being offered shall be deemed to have declined the case.
 - (iv) If no arbitrator on the list accepts the case, representatives of the Parties shall meet within a further twenty-four (24) hours. These representatives shall nominate two (2) persons (one [1] to represent the interests of the District and one [1] to represent the interests of the Board) who shall have agreed to serve as arbitrator if chosen. The arbitrator shall be chosen from the two (2) nominees by lot.
 - (v) Arbitrators shall be placed on the list of arbitrators from lists drawn up by the Parties—one (1) list drawn up by the Board and one (1) list drawn up by the District. The arbitrators shall be placed on the list of arbitrators alternately from the two (2) lists prepared by the Parties. The decision as to which list shall be used first shall be made by lot. The list of arbitrators shall contain four (4), six (6) or eight (8) names. The list of arbitrators shall be established no earlier than February 1st and no later than February 15th of each year.
- (d) The Parties to this Agreement recognize that in proceeding under this Clause time is of the essence.

- (e) The Parties to this Agreement recognize the importance of choosing arbitrators who are capable of understanding the needs of a school and the children attending that school within the constraints of this Agreement.
- (f) Any matter which may be subject to Arbitration under the provisions of this Clause shall not be subject to Arbitration under the provisions of Article L19.00.

L24.00 REDUNDANCY PROCEDURES

Redundancy shall be determined on a county wide basis, according to the following procedures.

- L24.1
 - (a) The "Common Comprehensive Staffing Form" shall be used by all Principals in staffing.
 - (b) The School Staffing Committee (S.S.C.), prior to the principal's choice of staff for the following school year, shall advise all teachers of the process underway for Redundancy.
 - (c) Teachers shall be declared surplus in each secondary school according to the seniority ranking on the school seniority lists. This principle shall be followed except in special cases noted in Clause L24.2 (b), (c) and (d).
- L24.2 By the first Tuesday in April, the S.S.C. shall receive the principal's choice of staff for the following school year. Within three (3) school days, the S.S.C. shall examine and approve the principal's choice of staff for the following school year. In cases where a member of the S.S.C. does not agree with the principal's choice then the matter shall be referred to the Redundancy Review Committee (R.R.C.) for a ruling. The selection of staff for the next school year should be made according to the following criteria:
 - (a) Subject to Clause L24.2 (b) and (c) teachers with the least seniority on the school's seniority lists are declared surplus first.
 - (b) Teachers must be qualified, as of the date of the commencement of the assignment, to teach the classes assigned to them according to Regulation 176, RRO 2010 and Regulation 298, RRO 1990 which may be amended from time to time.
 - (c) A female teacher must be available to teach girl's guidance and a female teacher must be available to teach girl's physical education or a female teacher must be available to teach both girl's guidance and girl's physical education; a male teacher must be available to teach boy's guidance and a male teacher must be available to teach boy's physical education or a male teacher must be available to teach both boy's guidance and boy's physical education.
 - (d) A teacher of special education must have successfully completed part one of the special education specialist certificate course prior to assuming the position and must attain a specialist certificate in special education within one (1) year of assuming the position. It is understood that illness or unavailability of courses in Ontario that prevent a teacher from completing the specialist course will result in the granting of an extension by the Board. Other compelling reasons that prevent a teacher from completing the specialist course may result in the granting of an extension by the Board.

- (e) Any appointment of a teacher consultant from a school to central staff or return of a teacher consultant from central staff to originating school which has been approved by the Board prior to the S.S.C. receiving the principal's choice of staff shall be taken into account in the principal's choice of staff and by the S.S.C.
- L24.3 Within one (1) week of the S.S.C. approval, the principal of the school shall provide for the Director of Education, each member of the R.R.C. and the Bargaining Unit President:
- (a) the completed "Common Comprehensive Staffing Form";
 - (b) a list of the staff surplus to the requirements of the school with their entitlement, seniority ranking, and the subjects they are qualified to teach;
 - (c) the number and description of vacant sections;
 - (d) current information concerning possible attrition of teachers presently on staff.
- L24.4 Within one (1) week of receipt of the information required by Clause L24.3, the Director shall:
- (a) make a composite listing by school and subject of all vacant sections in the county;
 - (b) make a county list of all surplus teachers in two (2) parts as outlined in Clause L24.3 (b);
 - (c) cause to be convened a meeting of all the principals, the R.R.C. and representatives of Administration for the purposes of assessing the redundancy situation;
 - (d) make a list of all teaching positions with teachers having less seniority than the most senior surplus teacher.
- L24.5 Within one (1) week of the meeting of Clause L24.4 (c), each principal shall follow the procedure below.
- (a) Post a listing of all vacant teaching sections in the county electronically.
 - (b) Notify in writing each teacher in the school whose name appears on the listing in Clause L24.3 (b) that the teacher is surplus to the needs of the school. Each teacher shall receive with the letter that teacher's ranking on the surplus teacher list as well as lists showing by school and subject each vacant section, and positions held by teachers who have less seniority than the surplus teacher.
 - (c) Notify in writing each teacher with less seniority than those teachers appearing on the listing in Clause L24.3 (b), that there are teachers surplus to the needs of the other schools of the county who have more seniority than the teacher has and who have rights under this Agreement which may lead to a teacher with more seniority displacing teachers with less seniority. This notification in writing shall advise the recipients that because of their seniority they are subject to being displaced.
- L24.6
- (a) Within three (3) school days of the notification of Clause L24.5 (b) or L24.5 (c), each teacher shall submit to the R.R.C., a list, in order of priority the schools and timetable portions they wish the R.R.C. to consider in the redundancy process.
 - (b) Within eleven (11) school days of the meeting of Clause L24.4 (c), the R.R.C. shall meet to place the teachers in L24.6 (a). The placement of teachers shall be:
 - (i) according to seniority,
 - (ii) into vacant sections and/or in section(s) in schools with less senior teachers,
 - (iii) according to the teacher's entitlement and list submitted in L24.6(a), until all teachers on the surplus list have been placed or there are no sections for which they are entitled.

- (c) The principal and S.S.C. will then rearrange assignments to teachers in the school so the least senior teacher is released subject to Clause L24.2 (b).
 - (d) Following the placement of surplus teachers in another school, teachers listed in Clause L24.5 (c) who are no longer in a position to be surplus shall be so informed.
 - (e) A teacher, other than as provided in Clauses L10 (f) (iii) (2) and L25.5 may not under surplus-bumping procedure claim a greater timetable than was being worked in the current year.
- L24.7
- (a) Subject to the prior application of the provisions of Clause L24.10 (b), as additional vacancies occur in the secondary schools, the principals will inform the Director of Education or designate, who will in turn notify all teachers who are still on the surplus teacher list.
 - (b) Vacant sections shall be offered to surplus teachers according to seniority and qualifications. The Director of Education or designate will inform the R.R.C. of all such placements.
- L24.8
- (a) The Redundancy Review Committee will meet on May 22nd, or as soon as possible thereafter to examine the current surplus teacher situation and if necessary, to apply to all surplus teachers who have indicated that they wish to remain with the Board and who have not obtained a position within the county by this date, the methods of retaining and funding surplus teachers that have been agreed upon by the Board and the teachers in this Agreement.
 - (b) The Redundancy Review Committee shall be kept informed of all manoeuvres occurring as a result of actions taken by any Party with respect to the procedures explained in Article L24.00.
- L24.9 Teachers surplus to the needs of the system and who have not accepted or been offered a solution by the Redundancy Review Committee by May 31st shall be released by the Board from their employment and be given a letter stating that the sole reason for their release from employment was redundancy.
- L24.10
- (a) No teacher may be declared surplus to his/her home school where a teacher ranked lower on the seniority list occupies a position for which the teacher is qualified according to certification or will be qualified as of the date of the commencement of the assignment. Proof of qualification must be submitted to Human Resources two weeks prior to the start of the assignment to retain the relevant section(s). Requests for an extension to this deadline due to timing or availability of relevant course(s) will not be unreasonably denied, provided the teacher supplies proof of enrollment by the deadline and the course will be completed prior to the end of the applicable assignment.
 - (b) Until May 31st, surplus teachers who have accepted a section(s) at another school in the county, may return to their original school, subject to seniority, if a vacancy for which they are qualified occurs or will be qualified as of the date of the commencement of the assignment. In each case the teacher must accept or reject within forty-eight (48) hours.
 - (c) Any teacher declared redundant shall be placed on the Priority list of the school from which they became redundant.

- (d) A teacher declared redundant may use special leave with pay for job interviews.
- (e) The procedures for redundancy will not be used as a substitute for procedures for incompetency.
- (f) Until May 31st, no external advertising shall take place; no applications shall be received; and no interviews shall take place from or with teachers not incumbent to the system unless there is mutual agreement with the Federation
- (g) Teachers released as redundant who have not found an alternative teaching position may extend their Fringe Benefit coverage for a twenty-four (24) month period at the expense of the teacher. This time period may be subject to change, as per the ELHT. Payments are made from the teacher directly to the ELHT.
- (h) No mutual consent shall be granted until necessary in order to place a surplus teacher who cannot otherwise be placed.

L24.11 Teachers who have their timetables reduced for the next year [per Clause L24.6 (a)] from that of the current year shall be granted reduced timetables. They shall be entitled to percentage of full-time entitlement existing immediately prior to the granting of reduced timetables during staffing for the year following the year for which their timetables have been reduced. They shall have the right to claim vacant periods in their school for which they are qualified as these arise following completion of redundancy procedures. Vacant periods shall be offered in order of seniority. Refusal to accept a vacant period or periods does not affect timetable rights during staffing for the following year. Refusal of vacant periods cancels further right of claim for that school year.

L24.12 A surplus teacher who accepts a reduced timetable for the next year in a different school shall be granted reduced timetable status. They shall have timetable rights as in Clause L24.11 (in the new school).

L24.13 Retirement Notice Prior to Staffing

A teacher who intends to retire effective June 30th to August 31st shall notify the Board in writing, no later than May 1st. Retirement notices received after May 1st may be accepted by mutual consent.

L25.00 PERMANENT SUPPLY, SEVERANCE PAY, RECALL AND VOLUNTARY REDUCED TIMETABLES

L25.1 Permanent Supply

Subject to Clause L25.3 permanent teachers who are declared redundant and have not obtained alternative teaching positions by the first day of September following such declaration, will be appointed supply teachers according to the redundancy point system, under the following terms and conditions.

- (a) Seven full-time equivalent teachers shall be offered a position of Permanent Supply for one year only, at regular salary, pro-rated according to days worked.

- (b) Permanent supply positions established under Clause L25.1 which become vacant before September 15th, shall be filled that school year.
- (c) The Board will pay benefits according to the ELHT.
- (d) Permanent Supply teachers are selected according to seniority, in the County, with no more than one (1) full-time equivalent appointed Permanent supply teacher per school.
- (e) Permanent Supply teachers shall be prepared to serve at schools within fifty (50) kilometres of their home school.
- (f) Teachers offered permanent supply teaching under the terms of this clause may decline in favour of severance pay.
- (g) Permanent Supply teachers shall be deemed to have the rights of a permanent teacher as they pertain to the staffing process.

L25.2 Severance Pay

- (a) Subject to Clauses L25.3 and L25.2 (b), any teacher covered by this Agreement who has at least four (4) years of continuous service with the Board whose employment is terminated because of redundancy shall receive a severance allowance amounting to 2% of the highest salary earned in a school year in the employ of the Board for each year of service with the Board to a maximum of 50% of said highest salary earned, within fourteen (14) calendar days of the termination of employment.
- (b) Any teacher who receives a 3/4 time supply teaching position in accordance with Clause 25.1 is ineligible for a severance allowance.

L25.3 Conditions on Permanent Supply and Severance Pay

- (a) Teachers who fail under Clause L24.6 (a) to apply for positions for which they are qualified are ineligible for a severance allowance and supply teaching.
- (b) Teachers who fail to apply for each vacant position of which they were notified in accordance with Clause L24.8 (a) and for which they are qualified within the time limits specified in Clause L24.8 (b) are ineligible for a severance allowance and 3/4 time supply teaching.
- (c) Any teacher who is offered a transfer to another teaching position within Renfrew County is ineligible for a severance allowance and 3/4 time supply teaching.

L25.4 Recall

Teachers who have been declared redundant have rights to re-employment, including the redundancy process, for three (3) school years following the school year in which they are declared redundant under the following conditions:

- (a) They must have qualifications consistent with the requirements of Clauses L24.2 (b) and (d) listed on their Ontario Teachers' Qualifications Record Card (or be able to obtain such qualifications before commencing their duties) that match the position advertised. In cases that are disputed, the R.R.C. shall make the final decision after consultation with the S.S.C. of the school concerned.

- (b) They must repay any severance allowance paid to them by the Board or forfeit any future rights under Clause L25.1 and L25.2.
- (c) They had not turned down a position offered by the R.R.C.
- (d) The redundant teachers have maintained their names on a current and updated list at the office of the Superintendent of Human Resources.
- (e) Upon return to employment under this Clause the teacher will have the same seniority as when the teacher left.
- (f) Where more than one (1) applicant has rights to re-employment and meets the conditions above, the Board shall choose the teacher to be re-employed.

L25.5 Voluntary Reduced Timetables

- (a) A teacher may make application to the principal for a reduced timetable for the next school year. The teacher shall forward a copy to the Bargaining Unit President.
- (b) Except for applications originating under Clause L24.11, applications for such reduced timetables must be made in time for the principal to meet the commitment with the S.S.C. as set out in Clause L24.2 and a response will be made as soon as possible.
- (c) Where the principal chooses to accept an application for such a reduced timetable, the principal shall give the teacher a letter showing the timetable the teacher was working when the original application was made. Where the application is for the continuation of a reduced timetable, the letter shall show the timetable worked shown in the previous letter. The letter shall indicate that the teacher has elected voluntary timetable reduction.
- (d) A teacher whose voluntary timetable reduction will not be continued shall have the right, subject to the provisions of Article L24.00, to return the next school year to the timetable indicated in the letter issued under Clause L25.5 (c).
- (e) Where a teacher cannot be returned to the timetable indicated in the letter issued under Clause L25.5 (c), the teacher shall be deemed to have that timetable for the purposes of Article L24.00.
- (f) The principal is not obligated to offer vacant periods that may arise during the year for which the reduced timetable is requested. The teacher by refusing vacant period does not lose established timetable entitlement [as per Clause L25.5 (c)] during staffing for the following year.

L26.00 COMMUNICATIONS

L26.1 Upon the refusal of their application for:

- (a) promotion;
 - (b) leave of absence;
 - (c) exchange;
- teachers will be informed of the specific reason(s) for such refusal.

L27.00 OSSTF DUES AND LEVIES

- L27.1 On each pay date on which a teacher is paid, the Board shall deduct from each teacher or occasional teacher the OSSTF dues and any levy chargeable by OSSTF. The amounts shall be determined by OSSTF in accordance with its constitution and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- L27.2 The OSSTF dues and any levy shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. The first remittance for September in each year shall be accompanied by a list identifying the teachers and occasional teachers, their Identification numbers, annual salary, salary for the period, and the amounts deducted. Subsequent remittances will be accompanied with a list of changes from the previous month's list.
- L27.3 Any levy authorized by OSSTF and directed to District 28, OSSTF shall be deducted and remitted to the Treasurer of District 28, OSSTF, no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teachers and occasional teacher, their Identification numbers, annual salary, salary for the period, and the amounts deducted.
- L27.4 OSSTF and/or District 28, OSSTF as the case may be, shall indemnify and hold the Board harmless for any claims, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or District 28, OSSTF.
- L27.5 The teacher's share of the E.I. premium reduction rebate shall be directed to the teacher.

L28.00 EXCHANGE PROGRAMS AND OVERSEAS TEACHING ASSIGNMENTS

- L28.1 The Board supports the following types of exchange programs and overseas teaching assignments:
- (a) In-County Exchanges
 - (b) In-Province Exchanges
 - (c) Ministry of Education Exchange Program
 - (d) Faculty of Education
 - (e) D.N.D. Overseas Assignments
 - (f) C.U.S.O. Assignments
- L28.2 In-County Exchanges
Teachers may arrange exchanges between two (2) positions in the County provided the Superintendents concerned support this exchange. For purposes of the seniority list and redundancy procedures, the teachers concerned will still be considered as part of their original schools.
- L28.3 In-Province Exchanges
Teachers may arrange exchanges between schools in the province provided that the Superintendent supports this exchange. The teachers making the exchanges shall continue to be paid by their original employing Boards (Responsibility Allowances will be paid only if the teachers also exchange similar responsibilities).

L28.4 For in-county and in-province exchanges application must be made to the Board not later than March 15th for exchanges which will take effect the following September 1st. An exchange shall normally be for one (1) year.

L28.5 Ministry of Education Exchange Programs

- (a) Interested teachers must apply to the Board not later than the November 1st prior to the school year in which the exchange will take effect. The Board shall reply to the application not later than December 1st of the same year.
- (b) For the exchange to take effect, the Board must have been advised of the completion of all necessary arrangements for the exchange not later than four (4) months prior to the date on which the exchange commences.
- (c) The applicant teacher must fulfil all the conditions set down by the Ministry of Education in its annual Exchange Teaching memorandum.
- (d) The salary which the Board will pay its own employee teacher while on exchange will be the salary the teacher would have received had the teacher not been on exchange (Responsibility Allowances will be paid only if the teachers also exchange similar responsibilities) and the Board will make the normal deductions as follows:
 - (i) Ontario Teachers' Pension Plan
 - Income Tax
 - Life Insurance (basic and supplementary) - (if applicable)
 - Long Term Disability (if applicable)
 - (ii) OHIP (for a period of four [4] months)
 - Supplementary Medical (for a period of four [4] months)
 - (iii) The regulations of OHIP only permit coverage for a period of four [4] months from the date of becoming non-resident. Depending on the destination of the exchange teacher, the administration will attempt to obtain insurance coverage for the teacher, and the Board will pay 87.5% of the premium up to a maximum of the amount applicable should the teacher have remained in Ontario.

L28.6 Department of National Defence Overseas Teaching Assignments

The Board approves, in principle, lending its teachers to the Department of National Defence on the following conditions:

- (a) Interested teachers must apply to the Board not later than October 1st for leave which takes effect the following September 1st.
- (b) The Department of National Defence must have formally accepted the Board's nomination by April 1st of the year in question.
- (c) The teacher agrees that the salary the Board pays will be the lesser of the salary that would otherwise have been earned with the Board or the amount that the Department of National Defence will reimburse the Board.

L28.7 C.U.S.O. Assignments

The Board approves, in principle, lending its teachers to developing nations on the following conditions:

- (a) Interested teachers must apply to the Board not later than December 1st for leave which takes effect the following September.
- (b) The teacher will be paid by C.U.S.O. during this assignment.

L28.8 There may not be more than 4% of the secondary staff on assignment as outlined in Clauses L28.3, L28.5, L28.6 and L28.7.

- L28.9 The Board must approve any specific exchange or overseas teaching assignment before it is granted.
- L28.10 Prior to approving any of the exchanges or teaching assignments outlined in Clause L28.1, the Board will examine the seniority lists and the probable redundancy situation to ensure that no candidate for these positions would be declared redundant during the period of exchange or overseas teaching or in the year immediately following such exchange or overseas teaching assignments. Notwithstanding the above, teachers on exchanges or overseas teaching assignments are subject to redundancy procedures during the exchange or overseas teaching assignment and in the following years.
- L28.11 Teachers involved in exchanges or on overseas teaching assignments as outlined in Clause L28.1 will continue to accrue seniority.

L29.00 X OVER Y PLAN

L29.1 Purpose

Under this plan a participating teacher agrees to work for a period of time at less pay than that teacher would have received based upon category placement, years of experience and any applicable allowances. In return the Board agrees to grant the participating teacher a self-funded leave (leave with pay). A plan approved under this provision would normally be between two (2) and five (5) years in duration.

L29.2 Eligibility

Any permanent teacher with the Board is eligible to participate in this plan.

L29.3 Applications

- (a) A teacher wishing to participate in this plan must submit a written application to the Superintendent on the Administering Committee not later than the January 15th preceding the school year in which the teacher wishes to enter the plan.
- (b) The application must describe the individual scheme as to number of semesters of participation, the amount by which the regular pay will be reduced for each non-leave semester of the plan and the semester(s) in which the leave is to be taken.
- (c) Each teacher submitting an application to participate in this plan shall be sent by March 31st electronic confirmation of acceptance of the individual scheme or a written explanation of the reasons for the rejection of the individual scheme.

L29.4 Conditions for Acceptance

- (a) No individual scheme will be recommended for acceptance if more than 4% of the teaching staff projected for the year in which the leave would be granted would as a result be on leave under this plan.
- (b) No individual scheme will be recommended for acceptance if the participating teacher will have less than three (3) years full-time experience (or equivalent part-time experience) with the Board when the leave will be granted.
- (c) No individual scheme will be recommended for acceptance if the leave of absence is not fully funded by the teacher in advance.
- (d) No individual scheme will be recommended for acceptance if the applicant has not yet fulfilled the conditions for some previously granted form of leave.

- (e) No individual scheme will be recommended for acceptance unless the deduction amount is a minimum of 10% of salary and below the maximum established by Canada Revenue Agency (CRA) rules.
- (f) No individual scheme will be recommended for acceptance if the individual scheme does not commence at the start of a school year or semester. Where a leave is for a full year or second semester, the leave end date is August 31st of that school year or the last day before the next school year.
- (g) The Bargaining Unit President shall be given notification of all X over Y Plans approved or rejected by the Board.

L29.5 Contract

- (a) Each participating teacher shall execute a contract with the Board wherein are set out the terms and conditions of participation in the plan.
- (b) The contract must be executed by May 1st or the teacher shall be deemed to have withdrawn the application to participate in the plan.
- (c) This contract shall be enforceable between the teacher and the Board as though it were a part of this Agreement.
- (d) The contract may be amended from time to time by mutual agreement the amendments affect neither the length nor the starting date of the leave, they are made prior to the June 30th of the school year in which the amendment will have effect, and the leave has not yet been taken.
- (e) The contract may be amended from time to time by mutual agreement with respect either to the length or the starting date of the leave provided the amendments are approved by the Administering Committee and the Board.
- (f) The Administering Committee will receive a copy of the report which contains additions to the plans contract and any amendments which may be subsequently made.

L29.6 Leave

- (a)
 - (i) Where deferred salary is involved, the leave period must commence after a period not exceeding six (6) years after the initial date of deferral.
 - (ii) Leave periods cannot be postponed beyond the maximum time limit although they may be postponed within the maximum time limit.
 - (iii) The leave must immediately follow the deferral period.
- (b) A leave under this plan shall be granted, subject to the Board being able to hire a suitable replacement, for the period set out in the individual scheme.
- (c) During a leave granted under this plan, fringe benefits, subject to the requirements and provisions of the insuring companies, will be maintained by the Board with the premiums being fully paid by the teacher.
- (d) Sick leave credits may be neither accumulated nor utilized during a leave granted under this plan.
- (e) All provisions of this Clause shall be subject to Revenue Canada regulations.
- (f) Where necessary to support timetabling and staff qualifications, partial year X over Y leaves may be replaced through a Long Term Occasional posting, with the agreement of the union.

L29.7 Return from Leave

- (a) Subject to the provisions of the redundancy procedure a participating teacher, upon return from a leave granted under this plan, shall be returned to the school taught in immediately prior to the leave.

- (b) Subject to declining or changing enrolment patterns and the provisions of the redundancy procedure a participating teacher, upon return from a leave granted under this plan, shall be returned to any position of responsibility held immediately prior to the leave.
- (c) Upon return from a leave granted under this plan a participating teacher shall be eligible for any increase in salary other than increment and benefits that would have been received had the leave not been taken.
- (d) The participating teacher must return to the employment of the Board after the leave period for a period that is not less than the leave period.

L29.8 Payment

- (a) During non-leave portions of the individual scheme, the participating teacher shall be paid normal grid salary and allowances less the amount set out in the individual scheme by which the participating teacher's normal grid salary and allowances are to be reduced.
- (b) During the non-leave portion of the individual scheme, the amount by which the participating teacher's normal grid salary and allowances are reduced (i.e., the amount set out by the participating teacher) shall be placed in trust with a chartered bank, trust company, credit union or such other recognized financial institution selected by the Administering Committee and interest earned thereby shall accrue to the benefit of the trust.
- (c) During the leave portion of the individual scheme, the participating teacher shall be paid an amount which consists of the sum accumulated in the trust. Interest accumulated in the trust will be paid to the participating teacher in accordance with Revenue Canada regulations.
- (d) During participation in the plan, the participating teacher shall be paid on those dates and in the amounts established by Article L11.00.
- (e) Provided the Board offers "Direct Deposit" under Clause L11.1 (b), during the leave portion of the individual scheme, the participating teacher's cheque will continue to be deposited. If for any reason the Board ceases direct deposit under Clause L11.1 (b), the participating teacher's cheque will be deposited by mail to the same bank to which direct deposit was previously being made.

L29.9 Withdrawal, Redundancy and Death

- (a)
 - (i) A participating teacher may not withdraw from the plan on or after March 15th of the school year in which leave is to commence.
 - (ii) A participating teacher may withdraw from the plan at any time prior to March 15th of the school year in which the leave is to commence by delivering written notice of withdrawal to the Superintendent on the Administering Committee.
- (b) A participating teacher who becomes redundant prior to the commencement of leave under this plan shall be deemed to have withdrawn from the plan.
- (c) A participating teacher who withdraws from the plan under the circumstances of Clause L29.9 (a) (ii) or (b) shall receive the sum accumulated in the trust including any interest accrued thereon within ninety (90) days of withdrawal.
- (d) The estate of a participating teacher who dies before the commencement of leave under this plan shall receive the sum accumulated in the trust including any interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Superintendent on the Administering Committee.
- (e) A participating teacher who becomes redundant after the commencement of leave under this plan shall receive any amount remaining in the trust including accrued interest. The participating teacher remains obligated to repay any amounts received in excess of the sum accumulated in the trust including any interest thereon.

- (f) The estate of a participating teacher who dies after commencement of leave under this plan shall receive any amount remaining in the trust including interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Superintendent on the Administering Committee.

L29.10 Deferral of Leave

- (a) If a suitable replacement for a participating teacher cannot be hired by the Board, the Board may defer the year of the leave. In such a case the Board shall give the participating teacher written notice at least three (3) months before the date on which the leave was to commence.
- (b) In such a case, the participating teacher may choose to withdraw from the plan or remain in the plan by giving the Superintendent on the Administering Committee written notice of intent within ten (10) days of notification of deferral of leave.
- (c) Where the teacher chooses to remain in the plan, an amendment to the contract must be entered into within fifteen (15) days of the decision to remain in the plan or the teacher shall be deemed to have withdrawn from the plan.
- (d) Where the teacher chooses to remain in the plan the money in trust shall continue to accrue interest.

L29.11 Administering Committee

- (a) This plan shall be administered by two (2) representatives of the Board.
- (b)
 - (i) The Administering Committee shall screen all applications and make recommendations to the Board on all applications received indicating that it either considers the individual scheme should be approved, not approved or that it has no recommendation.
 - (ii) In screening the applications the Administering Committee shall consider the needs of the applicant's school, the numbers expected to be on leave under this plan in the year a leave is requested and, subject to Clause L29.4, any other factors it considers relevant.
 - (iii) The recommendations of the Administering Committee shall be presented one week prior to March 31st, in order for the teacher(s) to be notified by the March 31st deadline.
- (c)
 - (i) Throughout a teacher's participation in the plan, the control of the trust established by Clause L29.8 (b) shall be vested solely in the Administering Committee on behalf of the participant.
 - (ii) The Administering Committee shall be responsible for the choice of chartered bank, trust company, credit union or other recognized financial institution to which the money held in trust shall be paid.
- (d) During the leave portion of an individual scheme, the Administering Committee shall arrange for payment to the Board, in advance of the Board making payment to the participating teacher, the amounts set out in Clause L29.8 (c).
- (e) The Administering Committee shall carry out such steps as it considers necessary to ensure participating teachers are aware of their rights and privileges under the Teachers' Pension Plan and the Income Tax Act.
- (f) The Administering Committee shall be responsible for carrying out all other functions assigned it by this Article.

L30.00 SUMMER SCHOOL, NIGHT SCHOOL AND ADULT DAY SCHOOLS

L30.1 In the selection of staff for night and summer school credit programs, the Board shall, to the

- (a) teachers of the Branch Affiliate who are involuntarily teaching part-time in the regular day school program because of the surplus provisions of the Agreement or those teachers who are surplus;
- (b) teachers of the Branch Affiliate for whom summer/night school credit courses extend their part timetables (Note: time in excess of a full timetable falls under Clause L30.1 (c));
- (c) other teachers of the Branch Affiliate.

- $$\frac{X}{110} \times \frac{\text{position on grid}}{6}$$
- where X = # hours taught,
- summer school new credit courses = 110
summer school repeat credit courses = 55

- L30.6 All provisions of the Collective Agreement apply to Alternative School teachers. There is deemed to be a single Adult Day School.

- L31.1 Upon request, a teacher or occasional teacher or designated representative shall have the right to examine a teacher's personnel file in the presence of a Board representative.
- L31.2 Upon request a teacher or occasional teacher or designated representative shall be entitled, without cost, to a copy of any materials contained in the teacher's or occasional teacher's personnel file.
- L31.3 Where there is a twenty-four (24) month period during which no letter of discipline has been entered on the file, all previous letters of discipline with respect to the teacher or occasional teacher shall be destroyed.

Notwithstanding the foregoing, where the letter of discipline incident involves an interaction with a student of a physical or sexual nature it shall be maintained in a teacher's or occasional teacher's personnel file for a period of five (5) years.

L32.00 PRINCIPALS AND VICE-PRINCIPALS

- L32.1 A teacher who is appointed to the position of principal or vice-principal and who returns to the Bargaining Unit within a period not exceeding one (1) year shall retain the seniority held at the time of leaving the Bargaining Unit. Return to the Bargaining Unit may only be through a successful application to a posted vacancy.

L33.00 PROBATIONARY PERIOD

- L33.1 A newly hired teacher, part-time or full-time, shall serve a one (1) year probationary period.

L34.00 HEALTH AND SAFETY

- L34.1 The Board shall recognize its obligations to provide a safe and healthful environment for teachers and occasional teachers and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations. Any alleged violation of the Act shall be dealt with pursuant to the enforcement mechanisms outlined in the Act.

L35.00 ELECTRONICALLY DELIVERED CREDIT COURSES

- L35.1 Teachers or occasional teacher assigned to teach electronically delivered credit courses shall be subject to the workload provisions as set out in this Collective Agreement.
- L35.2 Students from within the Board shall be recorded on the day school register of the secondary school the student regularly attends (or the secondary school that is the work location of the teacher or occasional teacher assigned to the electronic classroom).
- L35.3 Secondary school students, twenty-one (21) years of age or over, who are taking credit courses through an electronically delivered curriculum shall be assigned to a class taught by a teacher or occasional teacher of District 28, and shall be recorded on the register at the work location of that teacher or occasional teacher or on the register of the secondary school the student regularly attends.
- L35.4 Credits granted in whole or in part via electronic programming shall be used to generate FTE teachers with the District 28, Teacher/Occasional Teacher Bargaining Unit.
- L35.5 Unless otherwise agreed by the Board, District 28, Teacher/Occasional Teacher Bargaining Unit and the individual teacher assigned to the class, all electronically delivered courses shall be scheduled during the regular school day, and the teacher's or occasional teacher's work location shall be in a secondary school within the board's jurisdiction.

- L35.6 The Parties agree that should the Ministry of Education initiate changes in funding for electronically delivered credits that result in the courses not being funded under the regular day school under twenty-one (21) program and the over twenty-one (21) continuing education program, the Board and District 28, Teacher/Occasional Teacher Bargaining Unit will meet to review Article L35.00 with the intent of making electronically delivered courses financially self-sustaining within the funding provided by the Ministry of Education.
- L35.7 The Board agrees to provide the District 28, Teacher/Occasional Teacher Bargaining Unit with all information pertaining to enrolment and staffing of credit courses offered by electronically delivered curriculum.

L36.00 TEACHER PERFORMANCE APPRAISALS

- L36.1 The Board has and shall continue to consult with District 28, Teacher/Occasional Teacher Bargaining Unit in the development of the Policy and Procedures regarding Teacher Performance Appraisals. This consultation shall continue prior to making modifications to the Policy and Procedures.
- L36.2 Subject to Regulation 298 pursuant to Education Act, teachers in charge of organizational units shall not make judgements about a teacher's performance for the purpose of the Teacher Performance Appraisal.
- L36.3 In the pre-observation meeting prior to a Teacher Performance Appraisal, a date and time for classroom observation shall be established which provides at least forty-eight (48) hours of notice prior to such classroom observation.
- L36.4 A Teacher or Occasional Teacher will receive a copy of any written documentation about work performance and will have the opportunity to sign as having read it and is entitled to make written comments. Such documentation and comments will be retained as a part of the Teacher's or Occasional Teacher's file.
- L36.5 Corrections and amendments agreed to by both the author and the Teacher or Occasional Teacher shall be made in writing and included in the Teacher's or Occasional Teacher's file. Copies of the changes shall be sent to any person or organization who received copies of the original during the one (1) year period prior to the correction or amendment being made.
- L36.6 When a teacher or occasional teacher receives a performance appraisal which was rated unsatisfactory the Board shall inform the Bargaining Unit President within three (3) work days.
- L36.7 A teacher or occasional teacher shall have the right to OSSTF representation at any scheduled meeting which is part of or results from the performance appraisal procedure following a performance appraisal which was rated unsatisfactory.
- L36.8 For a teacher who has received two (2) consecutive Performance Appraisals with an over-all rating of unsatisfactory, or an occasional teacher who has received one (1) unsatisfactory evaluation, a grievance may be filed in accordance with Article L19.00.

L37.00 CRIMINAL BACKGROUND CHECKS

- L37.1 The Renfrew County District School Board shall ensure that all records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law are stored in a secure location and in a completely confidential manner.
- L37.2 Any action taken by the Board affecting a teacher or occasional teacher that is related to the Criminal Background check or the Offence Declaration required by the Regulation shall be in accordance with the Ontario Human Rights Code and the Agreement and may be the subject of a grievance.

L38.00 ATTENDANCE AND WELLNESS PROGRAM

- L38.1 The OSSTF reserves the right to grieve that the procedures outlined in the Attendance and Wellness Program has not been followed.
- L38.2 When a teacher or occasional teacher is required to attend a meeting to discuss concerns about attendance the teacher or occasional teacher is entitled to bring an OSSTF representative to the meeting.
- L38.3 When the Board chooses a physician, practitioner, hospital or health facility from a list agreed to by the Parties and requires the teacher or occasional teacher to attend and secure a medical certificate or other documentation, the Board shall reimburse the cost of such certificate or documentation to the teacher or occasional teacher within fourteen (14) calendar days of receiving proof of the payment.
- L38.4 A copy of any letter, where a teacher or occasional teacher is placed on the Attendance and Wellness program shall be sent to the Bargaining Unit president.

L39.00 HARASSMENT

- L39.1 The Board and the Federation agree that every teacher and occasional teacher has the right to freedom from harassment in the working environment.

The following articles (L40.00 to L47.00) apply to Occasional Teachers only.

L40.00 DEFINITIONS

- L40.1 Occasional Teacher shall mean an "Occasional Teacher" as defined in the Education Act R.S.O. 1990.
- L40.2 Occasional Teacher List shall mean a list of Occasional Teachers who have been accepted by the Principal of a secondary school of the Board for possible future employment in that school as Occasional Teachers. There is a separate Occasional Teacher List for each secondary school of the Board.

- L40.3 Long Term Occasional Teacher means a teacher who is required to teach for a period of more than ten (10) consecutive teaching days as a replacement for one (1) teacher employed under a permanent or probationary contract. All other Occasional Teachers covered by this Agreement are referred to as Short Term Occasional Teachers.
- L40.4 Current Status means successful completion of all requirements for the provided probationary period.
- L40.5 Where the Agreement refers to actions taken by any particular person or the holder of an office, the action may be delegated to some other person.

L41.00 SALARY

L41.1 The Board shall pay rates of remuneration in accordance with the following:

- (a) Occasional Teacher: A teacher qualified through the Ontario College of Teachers' and holding a current certificate of qualification and registration from the Ontario College of Teachers' shall be paid a per diem rate;
- | | |
|-----------------------------|----------|
| effective September 1, 2019 | \$234.13 |
| effective September 1, 2020 | \$236.47 |
| effective September 1, 2021 | \$238.83 |

for the term of this agreement. This rate includes 4% vacation pay and 3% statutory holiday pay.

- (b) Long Term Occasional Teacher: A Long Term Occasional Teacher shall be placed on the secondary teacher salary grid in accordance with the recognized teaching experience and category placement effective on the eleventh (11th) consecutive day of teaching retroactive to the first day that the assignment began. The Occasional Teacher shall continue to be paid at this rate until the expiration of the assignment. The rate paid under 6.1 (b) shall not be less than the rate paid under 6.1 (a). It is understood that this daily rate of payment includes payment for vacation pay and any statutory holidays (under the Employment Standards Act) if applicable.
- (c) If the regular teacher returns and becomes unavailable for the same initial reason during the period of ten (10) teaching days from the date of return, the same Long Term Occasional Teacher will, if available, be returned to the assignment and the assignment will be deemed to be uninterrupted.
- L41.2 (a) A Professional Activity Day shall not interrupt the continuity of the Occasional Teaching assignment.
- (b) An Occasional Teacher who is scheduled to work and who is on Long Term Occasional Teaching shall be paid for a Professional Activity Day provided the Long Term Occasional Teacher participates in the scheduled professional activities.
- L41.3 Pension contributions shall be in accordance with the applicable legislation and regulations made there under.

- L41.4 (a) Years of experience and category placement on the salary grid for a Long Term Occasional Teacher shall be on exactly the same basis as for a secondary teacher employed by the Board. Experience gained during the current school year will not be included in this determination.
- (b) Assignments with the Board that is continuous for one (1) month or more shall be credited as valid teaching experience for assignments in a subsequent school year. One tenth (1/10) of a year's teaching experience will be allowed for each twenty (20) days in the qualifying assignment, pro-rated for part-time assignment.
- L41.5 An Occasional Teacher who is called for an assignment, and who is not notified of its cancellation prior to 6:30 a.m. the day of the assignment, shall be paid for said assignment
- L41.6 An Occasional Teacher Additional Qualification shall not be a requirement of employment.

L42.00 LEAVES

L42.1 Leave of Absence

All teachers on an Occasional Teacher List may request in writing to have their name voluntarily removed from that Occasional Teacher List for a period of up to and including one (1) school year. Requests shall be granted. The Occasional Teacher's name shall be returned to the Occasional Teacher List at the end of the leave unless the Occasional Teacher requests otherwise. The time of any leave under this Clause shall not count for experience or salary.

L42.2 (a) Bereavement

A maximum of three (3) teaching days without loss of salary or any other benefits in the Collective Agreement is allowed for a Long Term Occasional Teacher to attend the funeral of immediate next-of-kin only (parents or guardians, children, brothers, sisters, spouse [including same sex or common-law], mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, and sons or daughters-in-law).

- (b) A Long Term Occasional Teacher shall be entitled to unpaid leave of absence for compassionate reasons (personal illness, funerals, court appearances, examinations, and graduations shall be included). Such leave shall constitute neither a break in a continuing assignment nor a day of a continuing assignment. In all cases the Principal of the school must be notified as soon as possible, and, where possible, in advance.

- (i) The entitlement shall be up to three (3) days for a semester.
- (ii) The above entitlements are the maximums allowable during a semester except as provided in (iii) and (iv) below.
- (iii) Entitlements not utilized during a semester are carried into the next semester provided the Long Term Occasional Teacher remains on the same assignment. Entitlements carried from a previous semester end with the earlier of the end of the school year or the end of the assignment.
- (iv) Under extenuating circumstances additional days may be granted at the sole discretion of the Superintendent responsible for Human Resources (or designate).

- (v) Entitlements carried from a previous semester shall be deemed utilized prior to entitlements arising in the current semester.

L42.3 Pregnancy, Parental and Adoption Leave

The Board provides pregnancy, parental and adoption leave for employees for such period before and after delivery or adoption of a child as will serve the interest of the students, the Board and the employee concerned, and in conformity with the requirements of the Employment Standards Act.

Pregnancy is regarded as a normal health condition and not as sickness. No distinction is made between illness resulting from pregnancy and other types of illness for the purpose of sick leave coverage.

(a) Types of Leave

(i) Pregnancy Leave

A Pregnancy Leave is granted to a pregnant employee and is for a period of fifty-two (52) weeks or such shorter period of time as the employee requests. The term "Pregnancy Leave" includes both the seventeen (17) week pregnancy and thirty-five (35) week parental leaves of the Employment Standards Act.

(ii) Parental Leave

A Parental Leave is granted to an employee whose spouse is expecting to give birth and is for a period of thirty-five (35) weeks or such shorter period of time as the employee requests. Parental Leave must commence no later than thirty-five (35) weeks after the child is born.

(iii) Adoption Leave

Adoption Leave is granted to an employee who has provided the Board with confirmation that an application has been made for adoption and is for a period of thirty-five (35) weeks or such shorter period of time as the employee requests. Adoption Leave may commence immediately after the child becomes available. Adoption Leave must commence no later than thirty-five (35) weeks after the child comes into the custody and control of the adopting employee for the first time.

(iv) Extended Pregnancy Leave

An Extended Pregnancy Leave is granted to a pregnant employee and is for a period not to exceed two (2) years. The duration of the leave, commencing date and termination date are at the discretion of the Board and subject to mutual agreement with the employee.

(b) Employees with Thirteen or more Weeks Continuous Service at Beginning Date for Leave

- (i) Leaves as defined in Clause 42.3 (a) shall be granted provided any and all applicable conditions have been met.
- (ii) Written documentation is required in:
 - (1) application for leave suggesting beginning and ending dates;
 - (2) probable date of delivery (Pregnancy Leave, Parental Leave or Extended Pregnancy Leave) or expected date of first coming into care and control of the employee (Adoption Leave);
 - (3) doctor's certificate of pregnancy and probable delivery date (Pregnancy Leave, Parental Leave or Extended Pregnancy Leave);
 - (4) confirmation of leave including beginning and ending dates;

- (5) doctor's certificate of need for extension of leave (Pregnancy Leave or Extended Pregnancy Leave) if applicable.
 - (iii) Application for leave must be made at least two (2) weeks before the leave is to begin. Employees shall endeavour to provide four (4) weeks' notice.
 - (iv) The beginning and ending dates of the leave provided under these provisions will be in accordance with the Employment Standards Act. Any variation from this will be by agreement with the Superintendent responsible for Human Resources or designate.
 - (v) An employee may terminate a leave prior to the planned date by notifying the Superintendent responsible for Human Resources, in writing; at least four (4) weeks before the requested date of return.
 - (vi) During a leave, the employee shall receive no salary from the Board; seniority shall continue to accrue; sick leave shall not be reduced unless used.
 - (vii) During a leave, for the lesser of eighteen (18) weeks in the case of a Parental Leave or Adoption Leave, or thirty-five (35) weeks in case of a Pregnancy Leave or an Extended Pregnancy Leave, and the duration of the leave, the Board shall where applicable continue to pay its share of the premiums for insured employee benefits experience for grid placement and sick leave shall continue to accumulate.
 - (viii) After the period of time covered by Clause 42.3 (b) (vii), time spent on a leave under this provision shall not accrue towards placement on the salary grid or accumulation of sick leave.
 - (ix) At the end of a leave under this provision the Board shall return the employee to the position most recently held, if it still exists, or to a comparable position, if it does not. This return to position shall be subject to redundancy procedures. It is understood that a teaching position does not extend beyond a school year and that return from a leave commenced in a prior school year must always be to a comparable position.
- (c) Employees with Less than Thirteen Weeks Continuous Service at Beginning Date for Leave
All provisions in this part are the same as those in Clause 42.3 (b) except:
- (i) the beginning date of the leave period if earlier than eleven (11) weeks prior to the expected delivery date and the ending date if later than six (6) weeks after the delivery date shall be determined by the Superintendent responsible for Human Resources or designate;
 - (ii) where the Pregnancy Leave extends beyond the eleven (11) week period, the employee loses the right to return to the Board's employ, unless such extension leave is approved, in writing, by the Superintendent responsible for Human Resources or designate;
 - (iii) neither the particular position held by the employee at the beginning of the leave nor the equivalent position is guaranteed on return to work, but the Superintendent concerned will place the employee in a position as near as practicable to that formerly held.
- (d) Adoption Leave Provisions
- (i) Pre-placement leave shall not exceed two (2) weeks except with specific approval of the Superintendent.
 - (ii) If the presence of the adopting employee is required for pre-adoption purposes [not including those set out in (i) above], such leave shall be available, provided that the teacher supplies verification from the adoption agency. Such leaves shall be charged against the employee's special leave allowance.

(e) SEB Plan

- (i) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- (ii) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- (iii) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- (iv) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- (v) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- (vi) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- (vii) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- (viii) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STLDP through the normal adjudication process.
- (ix) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- (x) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- (xi) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.

L43.00 WORKING CONDITIONS

- L43.1 (a) An Occasional Teacher shall not be assigned a workload in excess of 1.0 FTE. The workload for an Occasional Teacher hired for a full time assignment is 3.0 periods plus 0.5 period for other assigned duties (4.0 periods in a continuing education school).

An Occasional Teacher may be assigned as follows:

1 Period	1 half period on call or supervision	.33 per diem rate
2 Periods	1 half period on call or supervision	.67 per diem rate
3 Periods	1 half period on call or supervision	1.0 per diem rate

In a Continuing Education school:

1 Period	1 half period on call or supervision	.25 per diem rate
2 Periods	1 half period on call or supervision	.50 per diem rate
3 Periods	1 half period on call or supervision	.75 per diem rate
4 Periods	1 half period on call or supervision	1.0 per diem rate

- (b) A Short Term Occasional Teacher may be assigned other supervisory duties.
- (c) Each Occasional Teacher assigned to teach at a single site shall be provided with an uninterrupted period for lunch, free from duty, of at least forty (40) minutes per day.

L43.2 The school shall provide the Occasional Teacher with a statement of policy concerning school discipline procedures. The Board shall ensure that a statement of classroom discipline and classroom procedures is available for each Occasional Teacher.

L43.3 The Board agrees that the primary responsibility of the Occasional Teacher is to fulfil the teaching duties of the teacher being replaced and further agrees that support from the school administration in providing supervision and maintaining discipline shall be provided.

L43.4 If deemed necessary as determined by school administration, the school shall provide each Occasional Teacher with login access to the school's computer system for the purpose of instructing occasional assignments.

L43.5 All daily occasional teachers will be provided with keys to permit them independent access to the workspaces to be used by the occasional teacher during their assignment.

L44.00 PROFESSIONAL ACTIVITY DAYS

L44.1 The Board shall provide information to the Federation about the professional development activities sponsored by the Board.

L44.2 A Short Term Occasional Teacher may attend, without pay, scheduled Professional Activity Days arranged by the Board subject to space availability. Requests are to be made in writing to the appropriate Principal.

L45.00 OCCASIONAL TEACHER LISTS AND PROBATIONARY PERIOD

- L45.1 (a) The Board will create and maintain a Priority Occasional Teacher List for the system and each secondary school will create and maintain a general list.
- (i) The Board will create and maintain one Priority List that shall be a minimum of 5% of the total FTE of the secondary panel. The Priority List shall be a maximum of 25% of the total FTE of the secondary panel.
 - (ii) The General List will be Occasional Teachers qualified to teach at the secondary level.

It is understood that restricted teaching areas are exempted from these lists.

- (b) Each school Occasional Teacher List is separate and distinct from the Occasional Teacher List of any other school.
 - (c) The School Occasional Teacher List shall include the person's name, telephone number(s), available email address, qualifications, subjects the person is qualified and willing to teach, availability and preferences.
 - (d) The Board shall supply the District President with a list of the Occasional Teachers Lists by September 30th and February 28th each school year.
 - (e) On November 30th, January 30th, March 20th and May 30th of each school year, the Federation shall be supplied by the Board with a copy of the actual teaching dates for each Occasional Teacher.
 - (f) No name on a School Occasional Teacher List will be carried from one (1) school year to another unless the individual has notified the school, in writing, prior to August 15th of that individual's wish to remain on that school's Occasional Teacher List. The Board will provide notification of this requirement to teachers by June 15th.
 - (g)
 - (i) Occasional teachers shall be ranked on the General List according to when they were added to the list that came into existence as of September 1, 2012. On a go forward basis, teachers added to the list, are ranked according to their first day of work.
 - (ii) Occasional teachers shall maintain ranking on the Priority list according to their ranking from the General list.
 - (iii) If two or more teachers have the same start date, ranking shall be determined by days worked in the prior years as an Occasional Teacher (earliest being 2011/12) then by drawing lots, drawn by an Union designate and a member of the Human Resources Department.
- L45.2
- (a) There shall be a probationary period of at least twenty (20) days worked for each Occasional Teacher.
 - (b) At the time of application for inclusion on a school Occasional Teacher List the applicant shall designate, in writing, up to three schools in which the probationary period will be deemed to occur. It is the responsibility of the applicant to inform all schools to which application is made of this choice.
 - (c) Days worked for the probationary period are days (full-time equivalent) worked, in any of the schools designated under Clause 46.2 (b). The days shall continue from one school year to the next.
 - (d) Ten (10) of the twenty (20) days required under Clause 46.2 (a) must be accumulated in the school in which the probationary Occasional Teacher wishes to be evaluated for progression from probationary status to current status.
 - (e) During the probationary period an Occasional Teacher may change in writing, a school or schools in which the probationary period is deemed to occur. Days worked as probationary for the purposes of Clause 46.2 (a) may be transferred. Days worked as probationary for the purposes of Clause 46.2 (d) may not be transferred and can only be

counted from the date written change notification is received by the school.

- (f) Achievement of current status in a designated school or group of schools constitutes current status for all secondary schools
 - (g) Upon completion of all the requirements for the probationary period [ie. the requirements of Clauses 46.2 (a) and (d)], the principal of the school designated under Clause 46.2 (d) shall verify completion of the probationary period and shall provide a letter to the Occasional Teacher stating the date on which the probationary period was completed. A copy of this letter shall be sent to the Superintendent responsible for Human Resources.
- L45.3
- (a) Any person who wishes to apply for inclusion on a school Occasional Teacher List may do so by completing a standard application.
 - (b) It is the responsibility of the applicant to provide documentary proof of qualifications and status as probationary or current.
 - (c) Inclusion of the name of a person who has not completed the probationary period shall be at the sole discretion of the Principal.
 - (d) A person whose name has been removed from any Occasional Teacher List by application of Clauses L46.1 or L46.2 and whose name has not been restored by the grievance process may be denied inclusion on an Occasional Teacher List.
- L45.4
- (a) The Board agrees that only a qualified Occasional Teacher shall replace a regular teacher who is absent, unless no qualified Occasional Teacher is available from that school's Occasional Teacher List.
 - (b) Where no one is found using (a) above, the school may call someone not already on the school Occasional Teacher List.
- L45.5
- The Board shall hire an Occasional Teacher from the Priority List for a Long Term Occasional position, subject to qualifications and provided that no redundant teacher is available to fill the position. The Priority List and the LTO List are one and the same.

L46.00 REMOVAL FROM OCCASIONAL TEACHER LIST

- L46.1 The Principal of a school may remove the name of an Occasional Teacher from a school's Occasional Teacher List, upon written notice, in the following manner:
- (a) an Occasional Teacher on the Priority List may be moved to the General List, for failing to accept an Occasional assignment after five (5) requests.
 - (b) an Occasional Teacher on the General List may be removed for failing to accept an Occasional assignment after five (5) requests.
 - (c) for failing to be present for duty after having agreed to report and not providing reasonable grounds.
 - (d) for just and sufficient cause and such cause shall be communicated in writing.
 - (e) at the request of the Occasional Teacher in writing or by e-mail.
 - (f) for failure to return the Agreement to Teach Form by May 31st.

- (g) for being unavailable for three (3) months or more without notifying the Board in writing of their leave.

L46.2 The Board may direct the removal of the name of an Occasional Teacher from all or some school Occasional Teacher Lists, upon written notice at any time during the probationary period.

L46.3 The written notice of Clause L46.1 and L46.2 shall be by certified or registered mail or hand delivery with a copy to the District President within five (5) days of the Occasional Teacher's removal from the list.

L47.00 AUTOMATED CALLING SYSTEM

L47.1 The board will use an automated calling system to engage short-term occasional teachers. In cases of emergencies and restricted areas, alternative means may be used to engage replacement teachers.

L47.2 Unless otherwise agreed, the automated calling system shall operate as follows

- (a) Occasional Teachers on the Priority List shall be contacted first.
- (b) If no Occasional Teachers are available from the Priority List, Occasional Teachers from the General List shall be contacted.

L47.3 An administrator may extend an occasional assignment (daily short term) to an Occasional Teacher for the continuance of the assignment.

L47.4 The parties agree to meet if needed once a year to review the design and operation of the automated calling system.

Signed at Pembroke, this 29th day of April, 2021.

For the Employer












For the Union









LETTER OF UNDERSTANDING

Between

Renfrew County District School Board

And

**Ontario Secondary School Teachers' Federation
District 28 Teacher Bargaining Unit**

RE: TEACHER TRANSFER AND PLACEMENT DUE TO SCHOOL CONSOLIDATION

WHEREAS the Employer and the Union recognize that it may be necessary for the Board to consider consolidating or closing secondary schools, therefore the following protocols are agreed to in principle between the parties and be subject to grievance and arbitration.

1. SCHOOL CONSOLIDATION COMMITTEE

- a) Upon notification of consolidating or closing secondary schools, there shall be a meeting of a School Consolidation Committee (S.C.C.) to review the protocol and facilitate a smooth transition of staff.
- b) The School Consolidation Committee (S.C.C.) shall be composed of the three (3) representatives of the Board and three (3) representatives of the Federation and the Director of Education or designate who shall be Chair.

2. MOVEMENT OF STAFF

The general principle is that teachers will follow students to their new schools in consideration of their seniority, subject to teacher qualifications and program needs. No teacher shall suffer job loss strictly as a result of a school closure; however redundancy may occur and shall be dealt with according to Article L24.00 of the Collective Agreement.

- a) Where there is more than one receiving school, each teacher in a school slated to be closed will complete a school selection form. Teachers will indicate their choices in order of priority from the receiving schools. Teachers will also list any qualifications, assignment preferences and any other pertinent information.
- b) Forms will be submitted to the area Superintendent by March 1st.
- c) The area superintendent will develop a list of teachers displaced by school closure in order of seniority, showing order of school/subject/assignment preferences, qualifications and other related information for each teacher. The area Superintendent shall then, in order of seniority and subject to qualifications, determine a school placement at the receiving schools until all teachers have been placed and proportionately to receiving schools based on student reallocation.
- d) The Principal of the receiving schools will then complete the school comprehensive staffing sheet as per the normal staffing process outlined in the collective agreement.
- e) If the total staffing FTE at the receiving schools is not sufficient to accommodate placement for all staff from the closing school, then teachers from involved schools will be identified as surplus to the school in accordance with Article L24.00, and the regular staffing process commences.

3. INTEGRATION OF STAFF

a) Teachers who have been displaced shall have the opportunity to meet with the administration and staff of the receiving school to allow for the acclimatization of the consolidated staff.

4. EXTENDED STAFF TRADE

a) Qualified displaced teachers in a closing school who request a transfer will be given consideration prior to the regular staffing process.

5. TEACHERS OF POSITIONS OF RESPONSIBILITY

a) Teachers in the closing school shall be entitled to apply for other leadership positions being advertised in the school they are moving to. Any additional leadership positions will not be posted until the school staffing complement has been determined.

b) The responsibility allowance for teachers of the closing school will be maintained for the balance of the term of appointment

c) If a school closure results in a reduction of the number of department heads needed, the Board may reassign displaced department heads to other leadership duties, as determined by the principal, for the remainder of the three year term.

6. UNIQUE OR UNFORESEEN CIRCUMSTANCES

a) Should unique circumstances or situations arise that cannot be addressed by the above, the SSC may be reconvened to attempt to resolve the unique issues.

b) Where agreement cannot be reached, the issues may be referred to the Grievance/Arbitration procedure. An arbitration decision must comply with the provisions of this Memorandum of Understanding and the Collective Agreement.

LETTER OF UNDERSTANDING #2

LETTER OF UNDERSTANDING

Between

Renfrew County District School Board

And

**Ontario Secondary School Teachers' Federation
District 28 Teacher Bargaining Unit**

RE: JOINT COMMITTEE- STAFFING PROGRAM NEEDS

The parties agree that a joint committee of four members from the Board, including a Superintendent or designate, and up to four OSSTF Representatives, as selected by the Union, will meet to discuss concerns regarding maintaining technological and instrumental music programs at our schools and to identify potential changes that might address the concerns.

If changes are agreed upon by this committee, the committee will establish a draft guideline, specific to maintaining technological and instrumental music programs for students, to be piloted during the 2021/2022 school year staffing process.

If successful in the view of both Parties, the draft guideline will be finalized through joint agreement following any necessary adjustments as a result of its application during the 2021/2022 staffing process. Where the parties agree that amendments to the collective agreement language are required for the implementation of the guideline or further clarification, they will be addressed in an MOA as per article L2.1.

LETTER OF UNDERSTANDING

Between

Renfrew County District School Board

And

**Ontario Secondary School Teachers' Federation
District 28 Teacher Bargaining Unit**

RE: JOINT COMMITTEE- STAFFING PROCESS

The parties agree that a joint committee of four members from the Board, including a Superintendent or designate, and up to four OSSTF Representatives, as selected by the Union, will meet to discuss the staffing process and specifically 24.10 (b) and to identify potential changes that might address the concerns.

If changes are agreed upon by this committee, the committee will pilot the draft changes during the 2021/2022 school year staffing process.

If successful in the view of both Parties, the draft guideline will be finalized through joint agreement following any necessary adjustments as a result of its application during the 2021/2022 staffing process. Where the parties agree that amendments to the collective agreement language are required for the implementation of the guideline or further clarification, they will be addressed in an MOA as per article L2.1.

MEMORANDUM OF AGREEMENT #4

MEMORANDUM OF AGREEMENT

Between

Renfrew County District School Board

And

**Ontario Secondary School Teachers' Federation
District 28 Teacher Bargaining Unit**

RE: ADDITIONAL FEDERATION LEAVE

The Board agrees to an additional 0.33 FTE union release for the 2021/22 school year. OSSTF agrees to reimburse the Board of full replacement costs (salary and benefits) for the 0.33 FTE replacement. This must be held by one teacher and the Board should be notified of the applicable union representative prior to the end of the staffing process for the 21/22 school year.

This Memorandum of Agreement expires on August 31, 2022.

COLLECTIVE AGREEMENT

between

HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

and

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
OSSTF District 29, Hastings – Prince Edward**

representing

THE TEACHERS AND OCCASIONAL TEACHERS' BARGAINING UNIT

SEPTEMBER 1, 2019 AUGUST 31, 2022



PART A

Central Terms

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C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local Terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM/NOTICE TO BARGAIN/RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.3 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:
 - i. within 90 (ninety) days of the expiry of the collective agreement; or
 - ii. within such greater period agreed upon by the parties; or

iii. within any greater period set by regulation by the Minister of Education.

c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining Act* central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.

- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.
- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee’s disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.

- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.
- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP/CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualifications Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification

Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from that local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.-

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.
- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE

- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.
- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
Durham DSB	\$2,654	50%
Hastings & Prince Edwards DSB	\$3,980	75%
Toronto DSB	\$2,654	50%
York Region DSB	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
September 1, 2019: 4%
September 1, 2020: 4%
September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long-term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

C7.12 Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.

- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short-term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated

eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.
- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:
Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.
- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position.

Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.

- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD or WSIB.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00PROVINCIAL SCHOOLS AUTHORITY/PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00MINISTRY/SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation process at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.

- i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.

- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)		Employee Signature:									
Employee ID:		Telephone No:									
Employee Address:		Work Location:									
1. Health Care Professional: The following information should be completed by the Health Care Professional											
Please check one:											
<input type="checkbox"/> Patient is capable of returning to work with no restrictions.											
<input type="checkbox"/> Patient is capable of returning to work with restrictions. Complete section 2 (A & B) & 3											
<input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time.											
Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.											
First Day of Absence: _____		General Nature of Illness (<i>please do not include diagnosis</i>): _____									
Date of Assessment: dd mm yyyy											
2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.											
PHYSICAL (if applicable)											
Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):								
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table border="0"> <tr> <td>Left Hand</td> <td>Right Hand</td> </tr> <tr> <td><input type="checkbox"/> Gripping</td> <td><input type="checkbox"/> Gripping</td> </tr> <tr> <td><input type="checkbox"/> Pinching</td> <td><input type="checkbox"/> Pinching</td> </tr> <tr> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> <td><input type="checkbox"/> Other (<i>please specify</i>):</td> </tr> </table>		Left Hand	Right Hand	<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping	<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching	<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):
Left Hand	Right Hand										
<input type="checkbox"/> Gripping	<input type="checkbox"/> Gripping										
<input type="checkbox"/> Pinching	<input type="checkbox"/> Pinching										
<input type="checkbox"/> Other (<i>please specify</i>):	<input type="checkbox"/> Other (<i>please specify</i>):										

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit Ability to drive car	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
2B: COGNITIVE (please complete all that is applicable)				
Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision-Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.				
Additional comments on Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:				
3: Health Care Professional to complete.				
From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours		Start Date: dd mm yyyy		
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No				
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No				
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No				
4: Recommended date of next appointment to review Abilities and/or Restrictions:				dd mm yyyy

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

**LETTER OF AGREEMENT #1
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

**LETTER OF AGREEMENT #2
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

**LETTER OF AGREEMENT #3
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.
- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
 - a) Local parties may agree to amend local collective agreement class size language, to accommodate the change in maximum average class size to 23:1.

- b) Discussions may only include local language pertaining to class size and PTC or equivalent.
- c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
- d) All reasonable requests for data related to class size will be shared by both parties.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.
- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.

- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

**LETTER OF AGREEMENT #5
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

**LETTER OF AGREEMENT #6
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

**LETTER OF AGREEMENT #7
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

LETTER OF AGREEMENT #9
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.-

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;

- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

**LETTER OF AGREEMENT #10
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF-provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

**LETTER OF AGREEMENT #11
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

LETTER OF AGREEMENT #12
BETWEEN
The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND
The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

LETTER OF AGREEMENT #13

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL
AUGUST 31, 2019**

**LETTER OF AGREEMENT #4
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;

- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and
- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
 - a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
 - 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement ("OSSTF represented employees") and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee

groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.

- 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.
 - 3.1.4 No individuals who retire after the Board participation date are eligible.
 - 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
 - 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
- a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
 - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.

- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the “Boards” commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee’s pro rata share based on the amount of the employee’s co-share payment of each benefit. The remaining portion of the Boards’ surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported (“IBNR”) claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board’s IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards’ annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be apportioned to the Boards and the Trust based on the employers’ and employees’ premium share.
- 4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:
- a. If available, the paid premiums or contributions or claims costs of each group; or
 - b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

- 4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.
- 4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.
- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,

- ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,
- then the in-year deficit in i) would be paid by the board associated with the deficit.
- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
 - i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
 - j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
 - k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
 - l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
 - m. Funding previously paid under (b), (d), (e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
 - n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
 - o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1 (b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.

- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan (“OTIP”) for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group’s last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees’ Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
 - a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be

made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.

- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

**LANGUAGE FROM SEPTEMBER 1, 2014- AUGUST 31, 2017, AND EXTENSION UNTIL
AUGUST 31, 2019**

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.

- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STDLP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
2. A SEB plan with existing superior entitlements;
3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.
- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year. Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

"Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012,

except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:"
[insert current Retirement Gratuity language from local collective agreement]

PART B

Local Terms

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ARTICLE L1 RECOGNITION

L1.0 The employer shall exercise its management rights in a reasonable manner.

- L1.01 The Employer recognizes the Ontario Secondary School Teachers' Federation ("OSSTF") as the bargaining agent authorized to negotiate on behalf of its members employed to teach by the Employer and assigned as Teachers to one or more secondary schools or to perform duties in respect of such schools all or most of the time, (or who are on the Employer's roster of Occasional Teachers who may be assigned to a secondary school.)
- L1.02 The Employer recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Union.
- L1.03 The Employer recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- L1.04 The Employer further recognizes the right of OSSTF to represent a member at any disciplinary meeting, or any meeting with the Board that may lead to discipline.
 - L1.04.01 A member shall have the right to OSSTF representation at any meeting which is part of an attendance management system or any meeting where the member's attendance history is to be discussed.
- L1.05 There shall be no reprisal against an OSSTF representative for actions undertaken in the course of their duties as a representative acting on behalf of OSSTF or a member of OSSTF.

ARTICLE L2 STRIKES AND LOCKOUTS

- L2.01 There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act*.

ARTICLE L3 DEFINITIONS

- L3.01 **“Average Daily Enrolment”** ADE refers to pupils enrolled in grades 9 through twelve excluding students 21 years of age and older.
- L3.02 **“Bargaining Unit”** refers to OSSTF District 29.
- L3.03 **“Bona fide opening”** is an available teaching position.
- L3.04 **“Education Centre - Secondary Branch”** includes contracted secondary school Teachers assigned to the Board Office.
- L3.05 **“Federation”** refers to District 29 OSSTF.
- L3.06 **“Home School”** is the school at which a Teacher is deemed to be a permanent employee.
- L3.07 **“Immediate Family”** shall be deemed to include the Teacher's father, mother, step-father, step-mother, spouse, brother, sister, child, grandparents, grandchildren, corresponding in-laws and others as recognized by Government of Ontario legislation.
- L3.08 **“Occasional Teacher”** shall bear the meaning given it in the Education Act, as amended from time to time.
- L3.09 **“OPE”** is the Official Projected Enrollment
- L3.10 **“Part-Time Teacher”** is a Teacher employed by the Board on a regular basis for other than full-time duty.
- L3.11 **“Qualified”** means that a Teacher is given permission to teach a subject or course as defined by the Minister of Education and is a member in good standing with the Ontario College of Teachers.
- L3.12 **“School Year”** is the minimum school year as defined by the Minister of Education.
- L3.13 **“Joint Staffing Committee”** is the body which manages the process for the interschool movement of Teachers.
- L3.14 **“Staffing Formula”** is the instrument used to calculate the number of Teachers on the staffs of the secondary schools of the Hastings and Prince Edward District School Board.
- L3.15 Central Staff are Teachers who are assigned to the Education Centre Secondary Branch for all or part of their contractual time to assist with program development, implementation and review.

- L3.16 **“Unit of Administrative Strength”** is an amount of money or time allocated to a Teacher who assumes a leadership responsibility at his/her school.

ARTICLE L4 DEDUCTION AND REMITTANCE OF UNION DUES

- L4.01 On each pay date that a Teacher receives a pay cheque, the Employer shall deduct from each Teacher the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts of dues shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- L4.02 The OSSTF dues deducted in accordance with 4.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Teachers, the amounts deducted, the number of days worked and social insurance numbers.
- L4.03 Dues specified by the Bargaining Unit in accordance with 4.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 29 at 114 Victoria Avenue, Belleville, Ontario, K8N 2A8, no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Teachers, the amounts deducted, and the number of days worked.
- L4.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE L5 TERM OF COLLECTIVE AGREEMENT

- L5.01 This Agreement shall be in effect from September 1, 2019 and shall continue in force up to and including August 31, 2022 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario *Labour Relations Act*.
- L5.02 Notwithstanding the period of notice cited in 5.01, either party may notify the other, in writing within the period commencing April 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario *Labour Relations Act*.
- L5.03 If either party gives notice of its desire to negotiate amendments in accordance with Section 5.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario *Labour Relations Act*.
- L5.04 No changes can be made to this Agreement without the mutual written consent of the

parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.

ARTICLE L6 GRIEVANCE AND ARBITRATION

L6.01 Definitions

L6.01.01 A "grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this agreement, of any relevant legislation, or of an existing practice, including any question as to whether a matter arbitrable.

L6.01.02 A "party" shall be defined as:

L6.01.02.01 the Bargaining Unit (or Union);

L6.01.02.02 the Board (or Employer).

L6.01.03 "days" shall mean regular work days unless otherwise indicated.

L6.02 A member shall have the right to have present a representative from OSSTF to assist the Member at any stage during this grievance and arbitration procedure.

L6.03 Informal Stage

A Member, with the concurrence of the Bargaining Unit, may initiate a complaint with the immediate supervisor (the Principal in the case of all Teachers) who shall answer the complaint in writing within five (5) days after receipt of the complaint.

L6.04 Grievance Procedure - Individual

In the case of a grievance by the Bargaining Unit on behalf of one of its Members, the following steps may be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

Step 1

If the reply of the immediate supervisor of the grievor at the Informal Stage is not acceptable to the Bargaining Unit, within ten (10) days the Bargaining Unit may initiate a written grievance with the Superintendent of Human Resources or designate, who shall answer the grievance in writing within five (5) days after receipt of the grievance.

The grievance shall contain:

- i. a description of how the alleged dispute is in violation of the Agreement or relevant legislation or existing practice; and
- ii. the clauses in the Collective Agreement or provision/section/article of the relevant legislation or existing practice alleged to be violated; and
- iii. the relief sought (remedy); and
- iv. the signature of the duly authorized official of the Bargaining Unit.

Step 2

If the reply of the Superintendent of Human Resources or designate is not acceptable to the Bargaining Unit, the Bargaining Unit may make a written request within five (5) days to the Director of Education (or the Secretary of the Board) or designate who shall answer the grievance in writing within five (5) days after receipt of the grievance.

Step 3

If the reply of the Director of Education (or the Secretary of the Board) is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within twenty (20) days of the receipt of the reply.

L6.05 Grievance Procedure - Party

In the case of all other grievances by a party, (including those on behalf of a group of Members, an individual Member, a retired Member or a deceased Member), the party making the grievance may take the following steps in sequence to resolve the matter.

Step 1

The party making the grievance may make a written grievance to the Director of Education (or the Secretary of the Board) or President of the Bargaining Unit, as the case may be, who shall answer the grievance in writing within five (5) days.

The grievance shall contain:

- i. a description of how the alleged dispute is in violation of the Agreement or relevant legislation or existing practice; and
- ii. the clauses in the Collective Agreement or provision/section/article of the relevant legislation or existing practice alleged to be violated; and
- iii. the relief sought (remedy); and
- iv. the signature of the duly authorized official of the party making the grievance.

Step 2

If the reply of the President of the Bargaining Unit or the Director of Education (or the Secretary of the Board), as the case may be, is not acceptable to the party making the

grievance, that party may then apply for arbitration within twenty (20) days of the receipt of the reply.

L6.06 Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.

The time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the time lines in the grievance procedure shall continue from the point at which they were frozen.

L6.07 Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance shall be submitted to a mutually agreed upon single arbitrator. Should the Parties fail to agree upon an Arbitrator within ten (10) days of receipt of the written notification of desire to move to arbitration, the appointment shall be made by the Minister of Labour upon request of either party.

Upon agreement of the Parties, the grievance shall be submitted to a Board of Arbitration. The written request of the Party seeking an Arbitration Board shall contain the name of the Party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are so selected, they shall, with five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairperson within ten (10) days, the appointment shall be made by the Minister of Labour upon request of either party.

A grievance may be submitted to expedited arbitration under Section 49 of the Labour Relations Act.

L6.08 The single Arbitrator or Board of Arbitration shall have the power to amend the grievance, relieve against timelines, modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision, it considers just and equitable in the circumstances.

L6.09 Cost

The fees for grievance mediation, a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the parties.

L6.10 Time restrictions may be extended if mutually agreed in writing.

L6.11 There shall be no reprisals of any kind taken against any Member because of

participation in the grievance or arbitration procedure under this agreement.

L6.12 Should the investigation or processing of a grievance require that an involved Member or Bargaining Unit representative be released from regular duties, the Member shall be released without loss of salary or benefits.

L6.13 Nothing in this procedure shall be deemed to preclude the individual's right to seek redress in law.

ARTICLE L7 PROBATIONARY PERIOD

L7.01 A newly-hired Teacher shall serve a probationary period of one (1) year.

L7.02 Newly hired Teachers shall be given access to the Technical Requirements Manual at the time of hiring.

ARTICLE L8 CERTIFIED TEACHERS

L8.01 For the life of this agreement, where the *Education Act* permits employers to employ persons without teaching certificates to provide services previously required to be provided by certified Teachers, the employer agrees to continue to employ certified Teachers to provide such services, subject to any other applicable provisions of this Collective Agreement.

ARTICLE L9 RETIREMENT AND RESIGNATION DATES

L9.01 The Teacher, other than in a case of Occasional Teachers, shall provide written notice by November 15 of the intention to resign or retire effective December 31 or January 31 (end of semester 1), and by March 31st of the intention to resign or retire effective June 30 or August 31. This Article shall not apply to Teacher's surplus to the system which is governed by Articles 53 and 54.

L9.02 Nothing herein prevents a Teacher, other than an occasional Teacher, and the Board from mutually agreeing to the Teacher's resignation at any time.

ARTICLE L10 SICK LEAVE

Sick Leave provisions are provided in Section C9.0 of Part A – Central Terms

L10.01 The employer shall maintain a sick leave plan for every Teacher who is a member of the Bargaining Unit.

L10.02 The employer shall do all things necessary for the proper administration and conduct of the plan.

L10.03 The employer shall maintain a record of each Teacher's credited and accumulated sick

leave and shall inform the Teacher in writing on or about October 1 of each year as to the crediting and accumulation of the Teacher's sick leave.

L10.04 Each full-time Teacher shall be credited with twenty (20) or more days sick leave on the first day following their return to duty, the unused balance of which shall be accumulated to the Teacher's sick leave account.

L10.05 Teachers who commence employment or who take a leave during the work year shall be credited with a pro-rated number of sick leave days rounded up to the nearest one-half of a day.

L10.05.01 Teachers who work a part-time schedule shall be credited with a pro-rated number of sick days in accordance with Section 32.01.

L10.06 Teachers shall be entitled to accumulate 240 sick leave days to their account. The Teacher's accumulated sick leave credits in this account shall be referred to as "Bank A".

L10.07 For any school year in which a Teacher's sick leave credits, as described in 10.06 above, are maintained at 240 days, the unused sick leave days not required for the purpose of maintaining the Teacher's "Bank A" at 240 days, will be credited to a supplementary sick leave account, which shall be referred to as "Bank B", to a maximum of 240 days.

L10.07.01 On September 1, 2000 for Teachers with 240 days in "Bank A" as of June 30, 2000, "Bank B" will be credited with the Teacher's unused sick leave credits for the 1999-2000 school year.

L10.07.02 "Bank B" Sick Leave Credits will be used for the purposes of Article L11 where the Teacher does not have 200 Sick Leave Credits in "Bank A".

L10.08 A Teacher who has been credited with sick leave by the employer under the sick leave provisions of a predecessor board or another collective agreement with this board shall be entitled to have such accumulated sick leave credited to the Teacher's current sick leave account.

ARTICLE L11 SICK LEAVE CREDIT PAYMENT

From Part A of Appendix A -

"Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

L11.01 The Employer shall pay to a Teacher, who has not fewer than five (5) consecutive years

of contracted service with the Hastings and Prince Edward District School Board, and who resigns for the purpose of retiring to a pension (including commuted value under the TPP Act) an amount equal to the Teacher's rate of salary, wages or other remuneration for one-half the number of days standing to the Teacher's credit in the Teacher's accumulated sick leave credit account.

L11.01.01
$$SLCP = \frac{1}{2} \text{ of } \frac{CSL}{200} \times S \times \frac{N}{20}$$

L11.01.02 Where SLCP is the amount of sick leave credit payment; CSL is the number of accumulated Sick Leave Credits accrued in 10.06 ("Bank A"), and the balance of supplementary Sick Leave Credits accrued in 10.07 ("Bank B") to a maximum of 200 days; S is the Teacher's salary at the time of retirement; N is the number of years of contracted service to a maximum of twenty (20).

L11.01.03 The salaries of Teachers bridging to retirement shall be equal to the grid salary including all allowances except for responsibility allowances they would be receiving if they had not been participating in the plan.

L11.01.04 For retiring Teachers receiving LTD insurance benefits, the waiting period for insurance purposes shall not be subtracted from the number of cumulative sick days. These Sick Leave Credits shall be deposited in the Teacher's "Bank B".

L11.02 A Teacher who has elected to accept a part-time assignment as prescribed in The Education Act, Section 180 (3), shall be entitled to a sick leave credit payment as if the Teacher were full time.

L11.03 The Employer agrees to pay the sick leave credit payment in the next calendar year, if the Teacher so requests.

L11.04 Where a Teacher is retired compulsorily from the Board's service at the end of the school year in which the Teacher attains the age of 65 years and where because of this the Teacher would not be able to complete the required minimum of five (5) consecutive years of contracted service with the Board, or for other reasons acceptable to the Board, the Director of Education may authorize the granting of a sick leave credit payment in accordance with the other conditions contained in this plan.

L11.05 In the case of the death of an eligible Teacher prior to retirement, his/her estate designated beneficiary, if so named, or estate shall be entitled to a payment equal to the number of sick leave credits accumulated at the date of death to a maximum of one-half year's earnings at the rate received by the Teacher immediately prior to his/her death.

ARTICLE L12 VOLUNTARY EARLY LEAVING PROGRAM

L12.01 The Board and the Federation must be satisfied that any plan offered is financially viable.

ARTICLE L13 STAFF DEVELOPMENT

L13.01 The Board shall provide a fund in accordance with the chart below. To be used by the secondary schools for staff development activities during the year that are focussed on instructional practices and curriculum needs.

School Year	Joint Staffing Development Fund
2019-2020	\$50,000.
2020-2021	\$50,000.
2021-2022	\$50,000.

- L13.01.01 These funds shall be administered by the OSSTF District.
- L13.01.02 Money will be allocated to the schools on a prorated basis according to the school's FTE teaching staff to system FTE teaching staff.
- L13.01.03 The Board will rebate the funds to District 29 by October 15th and the Union will provide an accounting of the use of the funds upon request of the Board.
- L13.01.04 Any funds remaining in the Staff Development fund after August 31st of each school year shall be added to the allocation for the subsequent year and shall be administered by the District 29 Educational Services Committee.
- L13.01.05 The board recognizes the value of teacher driven professional development and when board approved will pay absences to attend professional development activities that occur during the school day.

L13.02 The Branch Staff Development Committee in each school shall consist of:

- L13.02.01 The Principal (or designate)
- L13.02.02 The OSSTF District 29 Educational Services Committee representative
- L13.02.03 The Branch President
- L13.02.04 Additional resource members as needed. Decisions and recommendations shall be made by the Committee as outlined above.

L13.03 The Branch Staff Development Committee shall:

- L13.03.01 administer staff development funds allocated directly to the school.
- L13.03.02 plan school staff development activities.
- L13.03.03 present a written report to the school's teaching staff on its activities and expenditures.

L13.04 The board will provide a fund for occasional teacher staff development in the amount of \$5,000.

ARTICLE L14 LEAVES AND ABSENCES

L14.01 (CODE 1) Absence with pay due to illness with deductions from Sick Leave Credit Account

- L14.01.01 Absence through illness of the Teacher for a period of five (5) consecutive working days or less may be certified by the School Principal or by the official of the Board in charge of the appropriate Department.
- L14.01.02 Absence for illness over five (5) consecutive working days must be certified by a licensed medical practitioner or certified by licentiate of dental surgery.
- L14.01.03 Where a Teacher is absent for illness for more than twenty consecutive working days, the Superintendent of Human Resources - Teaching Staff may require that a certificate be submitted monthly by such medical practitioner or licentiate of dental surgery before the Teacher shall be entitled to payment under the Plan.
 - L14.01.03.01 The Superintendent of Human Resources - Teaching Staff may at any time require that a certificate be submitted by a medical practitioner or licentiate of dental surgery appointed by the Board.

L14.01.03.02 The Board shall reimburse the Teacher for the direct cost of issuing of the certificate required under Section 14.01.03.01.

L14.01.04 Teachers may be absent for dental/medical examinations.

L14.02 (CODE 2) Absence with pay - items not chargeable to Sick Leave Account

Leave with pay and without loss of benefits, experience or seniority shall be granted to a Teacher:

- L14.02.01 for a period of quarantine when declared by the Medical Officer of Health or designate.
- L14.02.02 to serve as a juror or by reason of a subpoena being a witness in any proceeding to which he/she is not a party to one of the persons charged, provided that the Teacher pays to the Board any fee exclusive of traveling allowances and living expenses that he/she receives as a juror or as a witness.
- L14.02.03 for a funeral in the immediate family, up to a maximum of five (5) working days for each bereavement; an extension may be granted by permission of the Superintendent of Human Resources, Teaching Staff.
- L14.02.04 for funerals other than immediate family up to one working (1) day for each bereavement.
- L14.02.05 to write the Teacher's post-secondary or university examination.
- L14.02.06 for the purpose of attending his or her own graduation, or the graduation of a member of the immediate family.
- L14.02.07 to attend the Teacher's own wedding/weddings in the immediate family (one working day only).
- L14.02.08 illness in the immediate family, four (4) working days/school year
- L14.02.09 concerns related to board chemicals (ie. paint)
- L14.02.10 non-attendance because of inclement weather subject to timely notification of the Principal or designate.
- L14.02.11 up to three days to attend the birth of, or responsibilities related to the birth of, a child, a surrogate child, or to receive an adopted child.

- L14.02.12 to attend the birth of a grandchild (1 working day)
- L14.02.13 special circumstances as approved by the Superintendent of Human Resources - Teaching Staff.

L14.03 (CODE 3) Absence without Pay - items not chargeable to sick leave account

Up to a maximum of five days per year shall be granted as follows:

- L14.03.01 Moving to a new place of residence. Leave granted for moving shall not exceed one (1) day in any one year which shall be the actual day of moving.
- L14.03.02 Weddings other than the Teacher's immediate family (one day only).
- L14.03.03 Personal reasons - Absence will not be approved immediately preceding or following Christmas or winter breaks except by approval of the Superintendent of Human Resources - Teaching Staff.
- L14.03.04 Special circumstances for reasons approved by the Superintendent of Human Resources - Teaching Staff.
- L14.03.05 Absence without pay shall be reported as an approved leave.
- L14.03.06 For absences without pay that are approved by Human Resources in advance of the school year, the salary deductions will be equalized over the pay periods of the school year provided the request is made in writing by June 30th.

L14.04 MEDICAL UNPAID LEAVE OF ABSENCE

- L14.04.01 A member who is unable to report for work as a result of illness or injury shall be considered to be on unpaid medical leave of absence even if their sick leave has expired, while the member works through options under the LTD contract.
- L14.04.02 A member on unpaid medical leave of absence shall remain covered by all terms and provision of this collective agreement, unless otherwise specifically stated, while the member works through options under the LTD contract.
- L14.04.03 The employer shall not terminate the employment of any employee on an approved unpaid medical leave of absence, for up to 2 years, or while the member is working through options under the LTD contract.

ARTICLE L15 PREGNANCY AND PARENTAL LEAVE and FAMILY MEDICAL LEAVE

Pending the outcome of the HPEDSB and ETFO SEB settlement, OSSTF will receive the same level of benefit.

L15.01 Definitions

- L15.01.01 **“Parent”** includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own;
- L15.01.02 **“Parental leave”** means leave taken for the care of a child following:
 - L15.01.02.01 the birth of the child ; or
 - L15.01.02.02 the coming of the child into the custody, care and control of a parent for the first time.
- L15.01.03 **“Pregnancy leave”** means leave taken for purposes related to giving birth and/or recovering therefrom.

L15.02 Pregnancy Leave

Pregnancy Leave shall be granted upon written request provided that:

- L15.02.01 the Teacher provides a certificate from a legally qualified medical practitioner stating the expected birth date;
- L15.02.02 the Teacher has been in the employ of the Board for a period of at least thirteen (13) weeks immediately preceding the expected birth date;
- L15.02.03 the Teacher notifies the Board in writing at least two (2) weeks immediately preceding the date the leave is to begin.
- L15.02.04 Pregnancy Leave may commence up to seventeen (17) weeks preceding the expected birth date and ends seventeen (17) weeks after the pregnancy leave began if the Teacher is intending to take parental leave for an additional thirty-five (35) weeks.
- L15.02.05 Nothing in this Article precludes a Teacher from:
 - L15.02.05.01 entitlement to sick leave pay if the Teacher’s absence is due to illness arising out of the pregnancy prior to the maternity leave; or

L15.02.05.02 requesting sick leave, without providing further medical documentation, for up to the first thirty (30) days from the date of delivery if such Teacher has at least thirty (30) days of accumulated sick leave to her credit. Sick benefits will not apply to non-pay periods (e.g. summer break, Christmas break, mid-winter break). Should the Teacher require additional sick leave beyond the thirty (30) days, the Teacher shall be required to provide medical evidence from her physician. It is understood that time on sick leave in these circumstances counts as time for the purposes of Pregnancy Leave.

L15.02.05.03 the provisions of the Employment Standards Act

L15.03 Parental Leave

- L15.03.01 A Teacher who has been in the employ of the Board for at least thirteen (13) weeks shall be granted a parental leave without pay of up to thirty-five (35) weeks.
- L15.03.02 The Teacher must give at least two (2) weeks written notice of the date on which the leave shall commence.
- L15.03.03 The parental leave of a Teacher who takes a pregnancy leave shall begin when the pregnancy leave ends unless the child has not come into the custody, care and control of the parent for the first time.
- L15.03.04 Parental leave shall begin no more than fifty-two weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.

L15.04 General Provisions for Pregnancy and Parental Leave

- L15.04.01 During the fifty-two (52) weeks of pregnancy and/or parental leave the Teacher shall be entitled to all rights, benefits and privileges which would have been received had the Teacher been actively employed, including, but not limited to:
 - L15.04.01.01 accumulation of credit for seniority and experience for grid purposes;
 - L15.04.01.02 the benefits plan of this Agreement .
- L15.04.02 Pregnancy and/or parental leave may be extended through Article L16.

- L15.04.03 Upon return from the pregnancy and/or parental leave the Teacher shall be reinstated to the position the Teacher held prior to the leave if it still exists or to a comparable position if it does not exist subject to the staffing process (see also Article L45).
- L15.04.04 A Teacher on pregnancy and/or parental leave shall be credited with seniority during the leave in the same manner as that credited for any other leave (see also Section 47.04.01).
- L15.04.05 Sick leave credit accumulated under the Board's plan at the time of commencing the unpaid pregnancy or parental leave shall not be augmented during the period of the leave but shall remain standing to the Teacher's credit upon resumption of teaching service subject to the conditions of the sick leave plan.

L15.05 Pregnancy Leave SEB Top-Up

- L15.05.01 For pregnancy leave only, and in lieu of the option to access sick leave for the presumptive period of recovery in accordance with 15.02.05.02, a Teacher who is eligible for E.I. may opt for a pregnancy leave SEB top-up, which top-up may be in addition to the SEB (if taken) which is available for the one-week waiting period.
- L15.05.02 It is understood by both Parties to this agreement that the pregnancy leave SEB top-up set out herein is based upon and is subject to Employment Insurance (E.I.) Regulations and procedures.
- L15.05.03 The pregnancy leave SEB top-up shall provide for the difference between what a Teacher received from E.I. and her regular wage for the maximum of the six week presumptive period of recovery.
- L15.05.04 It is understood that should a Teacher elect the option of SEB top-up rather than access to accumulated sick leave, that there shall be no deduction of sick leave for this period.

L15.06 Supplemental Employment Insurance Benefit Plan

- L15.06.01 The plan is to supplement the Employment Insurance benefits received by Teachers for temporary unemployment caused by Pregnancy and/or Parental Leave.
- L15.06.02 Teachers must prove that they have applied for and are in receipt of Employment Insurance benefits in order to receive payment under the plan.

L15.06.03 **Waiting Period**

The Employer shall provide for Teachers on Pregnancy Leave or Parental Leave, a Supplementary Unemployment Benefits (SEB) Plan providing for payment of 100% of salary for the waiting period in accordance with ESA legislation for E.I. benefits,

For Pregnancy Leave

For the remaining nine (9) weeks of Pregnancy Leave following the one-week waiting period and the seven (7) weeks of post-partum recovery, OR for the fifteen (15) weeks of Parental Leave following the one week waiting period, or any portion of both or either, the Board shall provide a Pregnancy/Parental Leave SEB top-up equal to the difference between sixty (60) percent of the Teacher's regular weekly salary and the weekly amount of the E.I. benefit.

This top-up is payable only during periods of time when a Member is required to be at work.

L15.06.04.01 Immediately following the seventeen (17) week pregnancy/parental leave or the fifteen (15) week parental leave identified in this Article, the Employer shall issue a SEB payment to the member equivalent to the EI received in the week immediately following the one (1) week waiting period.

L15.06.04 The duration of the plan is for the period covered by the Collective Agreement.

L15.06.05 Teachers do not have a right to Supplemental Employment Insurance Benefit payments except for supplementation of Employment Insurance benefits for the unemployment period as specified in the plan.

L15.07 Return to Employment

A Teacher who is returning from Pregnancy or Parental Leave as defined in the Employment Standards Act, shall give the Board at least four (4) weeks written notice of the date of return.

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short-Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.

SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.

- b) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- c) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- d) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.
- e) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STDLP.
- f) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- g) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- h) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- i) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- j) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.
- k) A SEB plan with existing superior entitlements.

L15.08 Family Medical Leave

Family Medical Leave and Critically Ill child Care Leave provisions are also provided in Section C8.0 of Part A – Central Terms

- L15.08.01 Family Medical Leave shall be granted in accordance with the provisions of the *Employment Standards Act*, as amended.
- L15.08.02 Family Medical Leave of up to eight (8) weeks shall be provided to any Teacher for the purpose of caring for or supporting a family member, as

defined herein, who suffers from a serious medical condition with a significant risk of death within twenty-six (26) weeks.

- L15.08.03 "Week" means a period of seven consecutive days beginning on a Sunday and ending on a Saturday.
- L15.08.04 Family Medical Leave is an unpaid leave of absence; therefore during the leave, no salary or allowance shall be paid. Upon return to work, the Teacher shall be placed on the salary schedule in accordance with the qualifications and experience the Teacher would have as if the Teacher had worked throughout the Family Medical Leave.
- L15.08.05 Seniority and credit for teaching experience and sick leave continue to accrue during Family Medical Leave as defined in this Article.
- L15.08.06 During Family Medical Leave, the Employer shall continue to pay its share of the benefit premiums. To maintain participation and coverage under the Collective Agreement, the Teacher must agree to participate in a pre-authorized debit plan for the Teacher's share of the benefit premiums. The Teacher shall supply the Employer with a VOID cheque from his/her bank account. Deductions will be made from the Teacher's account on the 15th of each month. The Employer reserves the right to discontinue the participation in the Benefit Plans for any Teacher should any two payments be denied for reason of insufficient funds.
- L15.08.07 A Teacher who intends to take a Family Medical Leave shall notify the employer of the dates on which the Teacher intends to leave and return to active employment. The date for return to active employment shall be:
- i. the last day of the week in which the family member dies; OR
 - ii. the last day of the eight (8) weeks of Family Medical Leave
- whichever is earlier.
- L15.08.08 The Teacher will provide to the employer a medical certificate from the attending physician indicating that the member of the family suffers from a serious medical condition with a significant risk of death within 26 weeks.
- L15.08.09 For the purposes of this Article, "family" is defined as follows:
- i. the Teacher's spouse (including same-sex spouse)
 - ii. a parent, step-parent or foster parent of the Teacher
 - iii. a child, step-child or foster child of the Teacher or the Teacher's

spouse

L15.09 Supplemental Unemployment Benefits (SUB) for Family Medical Leave

- L15.09.01 Effective the first day of the month following ratification, the Employer shall provide for Teachers on Family Medical Leave, a Supplementary Unemployment Benefits Plan providing for 100% of the Teacher's allowable Employment Insurance Benefit, provided that the ~~two-week~~ waiting period falls within the school year. ~~Proof of receipt that the waiting period was served must be forwarded to the Payroll Department.~~
- L15.09.02 The Teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended before SUB is payable.
- L15.09.03 A Teacher disentitled or disqualified from receiving E.I. benefits shall not be eligible for a SUB. A SUB payment shall be made only when it has been verified that the Teacher has applied for and is in receipt of E.I. benefits.
- L15.09.04 The two-week waiting period before E.I. benefits commence is the maximum number of weeks for which a SUB is payable. A Teacher who is not required to serve a waiting period before E.I. benefits commence shall not be eligible to receive a SUB payment.

ARTICLE L16 EXTENDED LEAVES OF ABSENCE

L16.01 An Extended Leave of Absence may be granted by The Hastings and Prince Edward District School Board to a Teacher.

L16.02 Seniority will accrue on a full-time basis to all Teachers during the period of any leave granted by the Board.

- L16.02.01 Where a Teacher reduces teaching assignment from full-time to part-time, seniority will accrue to the Teacher on a full-time basis. The reduction in time, if approved by the Board, will be considered a part-time leave of absence.

L16.03 Leaves of absence will be rescinded if the Teacher's employment is terminated prior to the commencement of the leave due to Transfer & Surplus procedures.

L16.04 Applications for extended leaves of absence must be made in writing to the Superintendent of Human Resources.

L16.05 Every effort should be made to apply by April 30 or November 30 prior to the leave.

- L16.05.01 The Superintendent of Human Resources will consider approving two (2)

year leaves when there is documentation to support the need for such a leave.

L16.06 Following the expiry of the agreed leave period, if that leave period is two (2) consecutive school years or less, the Teacher will be returned to a position with the Board in the same school, subject to the procedures of the Transfer and Surplus Policy. Following the expiry of the agreed leave period of beyond two (2) consecutive school years, the Teacher will be returned to a similar position with the Board within a secondary school, subject to the procedures of the Transfer and Surplus Policy. In no case will a leave under this Article be greater than three (3) consecutive school years.

L16.07 No salary will be paid by the Hastings and Prince Edward District School Board except where otherwise stated in the leave plan.

L16.08 All Board administered benefits become the responsibility of the Teacher except where otherwise stated in the leave plan.

L16.08.01 Teachers may continue benefit coverage through the Board at their own cost. Payment for benefits is to be as mutually agreed by the Teacher and the Board.

L16.08.02 The number of days credited to a Teacher in the Cumulative Sick Leave Plan shall not be reduced by the granting of leaves, nor shall the Teacher be entitled to any accumulation of sick leave credits during the period of leave nor shall the period of leave be eligible for calculations for sick leave credit payment.

ARTICLE L17 SHORT TERM LEAVE PLAN

L17.01 Short Term Leaves

Short Term Leaves are designed to allow permanent Teachers to apply for short term personal leaves of absence not otherwise covered by this Collective Agreement ***Short Term Leave Conditions***

L17.01.01 Those applying must have successfully completed their probationary period.

L17.01.02 Approved Short Term Leaves will be without pay.

L17.01.03 Benefits will continue to be paid by the Board while the Teacher is on a Short Term Leave.

L17.01.04 The Board will reimburse the Teachers' Pension Plan contributions

L17.01.05 Teachers may apply at any time for this leave during the year.

- L17.01.06 Applications must be made in writing to the Superintendent of Human Resources with a copy to OSSTF. Approval will be at the sole discretion of the Board.
- L17.01.07 Applications must be received at least a month in advance of the anticipated leave, unless unforeseen circumstances arise. Applications should outline the reason for the leave, (which will be kept confidential), duration of the leave and educational program plan for coverage of the responsibilities while on leave.
- L17.01.08 An Occasional Teacher will be hired to replace a Teacher on a Short Term Leave.

ARTICLE L18 SUBSIDIZED EDUCATIONAL LEAVE PLAN

- L18.01 The Board may grant to a Teacher, who has completed the probationary period in the employ of the Hastings and Prince Edward District School Board, a Subsidized Educational Leave.
- L18.02 A Teacher desiring a Subsidized Educational Leave shall apply in writing to the Superintendent of Human Resources, outlining the goals of the leave.
- L18.03 The Superintendent may refuse to recommend the application and advise the Teacher of the reasons, or the Superintendent may endorse the application for consideration by the Director of Education, who may make recommendations to the Board.
- L18.04 The Board's decision in this matter shall be final. The Teacher may request a review through the grievance procedure.
- L18.05 An amount equal to 37.5% of the average secondary Teacher's salary at the date of the commencement of the leave shall be paid to the Teacher granted a Subsidized Educational Leave.
- L18.06 A Teacher granted leave shall, before going on such leave, execute an agreement with the Board to remain in the employ of the Board for a minimum of two (2) years following the Teacher's return from the leave.
- L18.07 Leaves shall not be granted for the purpose of upgrading salary. Leaves may be granted so that Teachers may broaden qualifications.
- L18.08 Required deductions, i.e. Teachers' Pension Plan, Income Tax, Employment Insurance will be made on the basis of actual salary paid. The cost of other benefits, i.e. Dental, Life Insurance, etc., will be pro-rated based on percentage of actual salary paid.
- L18.09 Cumulative sick leave shall not be reduced by the granting of the leave nor shall the Teacher be entitled to accumulate sick leave credits during the leave, nor shall the leave

period be counted toward calculations for sick leave credit payment.

L18.10 The leave, should it occur within the five (5) years previous to retirement, will not be considered as disrupting consecutive years of experience.

L18.11 Applications are to be received on or before January 15.

L18.12 Applications are to be approved (or not approved) on or before March 1, and the applicant notified in writing by the Director.

L18.13 Leaves will be administered in such a way that there will be no cost to the Board.

ARTICLE L19 DEFERRED SALARY LEAVE PLAN

L19.01 The Deferred Salary Leave Plan provides Teachers with the opportunity to take a Leave of Absence for a specified period of time and to finance the leave by means of salary deferral.

L19.02 Any Teacher who has completed the probationary period is eligible to participate in the Plan.

L19.03 Applications for participation in the Plan should be made in writing to the Superintendent of Human Resources by March 31 of each school year.

L19.04 Participation in the Plan shall not be unreasonably denied by the employer.

L19.05 In each year of the Plan preceding the year of leave, a Teacher will be paid a reduced percentage of salary. The remaining percentage, which shall not exceed 33 1/3% of the Teacher's annual salary, will be deferred and shall be retained by the employer to finance the year of leave.

L19.06 The employer shall deposit the retained percentage of the Teachers' annual salary in an account in the name of the Teacher and shall pay any interest earned to the Teacher each year it is earned.

L19.07 While a Teacher is participating in the deferral period any benefits tied to salary level shall be based on the salary the Teacher would have received had the Teacher not been participating in the Plan.

L19.08 During the Teacher's leave of absence the employer shall continue to pay its share of premium costs for any benefits which the Teacher elects to maintain. The Teacher shall be responsible for remitting his/her share of applicable premium costs.

L19.09 During the Teacher's leave of absence the Teacher shall be paid according to the method of payment outlined in Article L38.

L19.10 Conditions of Leave

- L19.10.01 The leave of absence may be for one (1) semester (if in full-time attendance at a designated educational institution) or one (1) year.
 - L19.10.02 The leave shall commence no later than five (5) years after the date of the first deferral of salary.
 - L19.10.03 A Teacher may not receive any compensation from the employer during the period of leave other than the deferred salary plan's salary plus accumulated interest.
 - L19.10.04 A Teacher returning from leave shall remain in the employ of the employer for a period of time at least equal to the period of time that the Teacher was on leave.
 - L19.10.05 Deferred salary plus any accumulated interest shall be paid to the participating Teacher not later than the end of the first taxation year after the expiration of the five-year period notice in Section 19.10.02.
 - L19.10.06 A Teacher may withdraw from the Plan any time prior to March 1 of the calendar year in which the leave is to be taken. Payment of deferred income plus accumulated interest shall be made to a Teacher withdrawing within sixty (60) days of receipt of the notice of the Teacher's wish to withdraw.
 - L19.10.07 Sick leave credits shall not accumulate during the leave period.
- L19.11 During the leave period, Teachers will have the option of having pension deductions made.
- L19.12 Should a Teacher die while participating in the Plan, any monies accumulated, plus interest accrued, at the time of death shall be paid to the Teacher's designated beneficiary or alternately, to the Teacher's estate.
- L19.13 Teachers participating in the Plan shall be required to sign an agreement with the employer setting out the conditions of the Plan. A copy of the agreement shall be provided to OSSTF District 29.
- L19.14 On return from leave a Teacher will be assigned the same position held prior to taking leave or to a comparable position subject to the Staffing process.
- L19.15 A Teacher returning from leave shall receive credit for seniority for the period of the leave.

ARTICLE L20 FEDERATION LEAVE

L20.01 Commencing in the 2004-2005 school year, the Federation shall reimburse the Employer at the salary rate for a member in Category 1, Step 0, provided the Board qualified for and receives the Employment Insurance Commission (EIC) rebate, The Board agrees to pay to the Federation twelve twelfths (12/12) of the EI rebate.

L20.02 The Board agrees to pay to the Federation the Teacher's share of the EI rebate no later than March 31st of each school year.

L20.03 Additional Federation Leave shall be granted to a maximum of 2.0 FTE teaching positions. The Board shall be notified no later than May 31 prior to the leave.

L20.03.01 OSSTF District 29 shall reimburse the Board for any additional Executive Officer(s) at the salary rate for a member in Category 1, Step 0.

L20.04 Additional days of Federation Leave, granted at the request of OSSTF District 29, with notice to the Superintendent of Human Resources, shall be reimbursed at the cost of the occasional Teacher's daily rate.

L20.05 In addition to the persons released in Article L20.04, at the request of the Union, the board shall release members of the Bargaining Unit's negotiating team. The Board will allow to the Union the equivalent of 10 days of release time per school year at the Board's expense to be used for purposes related to negotiations and contract maintenance.

L20.06 Days spent on Federation Leave shall be deemed to be time worked and the Teachers shall be entitled to all rights and privileges of the Collective Agreement, including but not limited to, full salary including benefits, experience and sick leave accumulation.

ARTICLE L21 BENEFITS PLAN

L21.01 Master Policy

A copy of the master policy or policies of the insured benefits plan shall be given to the Union. In the event of a decision to change carriers, the Board agrees to implement the same coverage described in the master policies or such other plan that the Union agrees is an appropriate substitution. No amendment of any plan by either party shall be made without the written consent of the other party.

L21.02 Benefit Participation During Lay-Off

A Teacher who is laid off may continue to participate in one or more of the benefit plans, until the right to recall expires, provided the Teacher pays the total cost of such plans.

L21.03 Benefits for Part-Time Teachers

The Board's contributions to benefit premiums will be pro-rated for part-time Teachers.

L21.04 Benefits While on a Leave of Absence

A Teacher who has been granted a leave of absence under the terms of this Collective Agreement shall have the right to continued participation in any of the benefit plans at the Teacher's expense, unless otherwise specified.

L21.05 Group Life Insurance Plan

- L21.05.01 This plan provides basic coverage of \$25,000 or \$100,000.
- L21.05.02 The Board agrees to contribute one hundred percent (100%) of the assessed premium for the coverage of \$100,000 under the plan for full-time employees. The premium is prorated for part-time Teachers.
 - L21.05.02.01 If a part-time employee does not want to pay the difference in premium, he/she may elect coverage of \$25,000, which is paid in full by the Board.
- L21.05.03 Optional amounts in multiples of \$25,000.00 may be elected by the Teacher.
- L21.05.04 The maximum amount of Basic and Optional Insurance combined is \$200,000.
- L21.05.05 The Group Life Insurance Plan shall be available to all regularly employed Teachers in accordance with the eligibility requirements of the plan.
- L21.05.06 There shall be compulsory participation in the Group Life Insurance Plan.
- L21.05.07 In addition, the Board agrees to pay the cost of \$100,000.00 Accidental Death Coverage.

L21.06 Extended Health Care Insurance Plan

- L21.06.01 The Board agrees to pay one-hundred percent (100%) of the premium cost of an Extended Health Care Plan which includes Private and Semi-Private coverage.
 - L21.06.01.01 The Extended Health Care Plan shall not provide coverage for Over the Counter drug claims. The dispensing fee cap shall be \$7.00.

- L21.06.02 The Board agrees to pay 100% of the cost of the premium for the Vision Care Rider.
- L21.06.03 The Extended Health Care Insurance Plan shall be available to all regularly appointed Teachers on a voluntary enrolment basis, in accordance with the eligibility requirements of the Plan.
- L21.06.04 The Extended Health Care Insurance Plan will include the Deluxe Travel Plan.

L21.07 Dental Plan

- L21.07.01 The Board agrees to pay 100% of the premium cost of a dental plan at the current minus one year Ontario Dental Association schedule of fees with rate changes effective September, coverage effective September 1.
- L21.07.02 The Dental Plan shall be available to all regularly appointed Teachers on a voluntary enrolment basis, in accordance with the eligibility requirements of the Plan.
- L21.07.03 Pit and Fissure Sealants. The Board agrees to administer a Pit and Fissure Sealants Plan and pay 100% of the premium.
- L21.07.04 The Board agrees to pay 75% of the premium cost of Dental Rider #3, Orthodontic Services.
- L21.07.05 The Board agrees to pay 75% of the premium cost of Dental Rider #4, Restorative Services.

L21.08 Long Term Disability Insurance Plan

- L21.08.01 The Teachers agree to pay 100% of the premium cost of a Long-Term Disability Insurance Plan.
- L21.08.02 The Long-Term Disability Insurance Plan shall be available to all regularly employed Teachers (excluding occasionally employed Teachers) in accordance with the eligibility requirements of the plan.
- L21.08.03 The conditions of enrollment in the Long-Term Disability Plan for all Teachers transferred from the predecessor boards on January 1, 1998 shall prevail.
 - L21.08.03.01 Conditions for those transferred from Hastings County:
There shall be compulsory participation in the Long-Term Disability Plan for all Teachers hired after 1985 September 01.
 - L21.08.03.02 Conditions for those transferred from Prince Edward County: Participation is voluntary.
- L21.08.04 There shall be compulsory participation in the Long-Term Disability Plan for all Teachers hired by this Board or its predecessor boards after 1998 September 01.

L21.09 The Board agrees to provide 100% of the Extended Health Care Insurance Plan and the Dental Plan as outlined in Sections 21.06 and 21.07 for a Teacher claiming Long Term Disability Insurance benefits to a maximum of two (2) years.

ARTICLE L22 WORKPLACE SAFETY AND INSURANCE

- L22.01 For absences due to injuries or accidents covered by the Workplace Safety Insurance Board, the Hastings and Prince Edward District School Board shall pay full salary, deducting from cumulative sick leave the number of days equivalent to the fraction of salary between compensation payments and full salary. Payments by the Workplace Safety Insurance Board shall be made to the Board. If such Teacher is unable to be further employed by the Board owing to such injury or accident, the Teacher shall thereafter receive full salary up to the limit of his/her cumulative sick leave credits.
- L22.02 Staff that are on the School Advisory Health and Safety Committee shall, under the direction of the Principal and as required by the *Act*, carry out the inspections of the workplace. Time involved will be counted as credit against On-calls/supervision as per Table 60.01 where the staff member has not been relieved of regular classroom duties. Training, as required by the *Act*, will be provided by the Board during the regular day, or where not possible, time involved will be credited against On-calls/supervision as per Table 60.01.

L22.03 Notwithstanding 60.01, the District Health and Safety Officer shall be removed from their school's on-call/supervision schedule.

L22.04 The Board recognizes its obligations and is committed to ensure the safety of teachers. The Board recognizes the importance of promoting a safe and healthy environment for all employees and of fulfilling its duties and obligations under the Occupational Health and Safety Act and its accompanying regulations. In accordance with the relevant legislation the Board operates a Joint Health and Safety Committee. Teachers will be provided with the necessary training, as required by the Health and Safety Act.

L22.05 The Board is committed to providing a work environment that is free of workplace harassment as defined by the OHSA, and subsequent board procedures. The Board is committed to the implementation of measures and procedures to report and deal with incidents and complaints of workplace harassment, and to provide workers with information on the contents of the workplace harassment procedure.

ARTICLE L23 CANADA SAVINGS BONDS PLAN (NOTE: It was determined during collective bargaining 2019-2021 that this program would not be offered)

L23.01 The Board agrees to administer a Canada Savings Bond payroll deduction plan for the Teachers covered by this Agreement.

ARTICLE L24 R.R.S.P. PAYROLL DEDUCTION

L24.01 The Board agrees to administer RRSP payroll deduction plans.

ARTICLE L25 SAFETY EQUIPMENT

L25.01 If a Teacher is required to have safety equipment, as determined by the Joint Health and Safety Committee, the Board shall provide such equipment or shall reimburse the Teacher for the cost of the equipment. The expenditure must be approved prior to purchase. Reasonable expenditures will be approved by the appropriate superintendent.

ARTICLE L26 SECONDARY PANEL GRID**L26.01 1.0% September 1, 2019, September 1, 2020 & September 1, 2021**

Grid	S1	S2	S3	S4
Year	Sept. 1/19	Sept.1/19	Sept.1/19	Sept.1/19
0	\$51,780.	\$53,639.	\$58,823.	\$63,668.
1	\$54,769.	\$56,051.	\$61,510.	\$66,534.
2	\$57,177.	\$58,574.	\$64,193.	\$69,841.
3	\$59,524.	\$61,211.	\$67,081.	\$73,194.
4	\$62,484.	\$63,965.	\$70,101.	\$75,939.
5	\$64,890.	\$66,843.	\$73,255.	\$79,538.
6	\$66,934.	\$69,851.	\$76,552.	\$82,926.
7	\$69,560.	\$72,995.	\$79,996.	\$86,657.
8	\$72,246.	\$76,278.	\$83,597.	\$90,558.
9	\$75,232.	\$79,618.	\$87,357.	\$94,634.
10	\$79,511.	\$83,201.	\$93,599.	\$100,979.

Grid	S1	S2	S3	S4
Year	Sept. 1/20	Sept.1/20	Sept.1/20	Sept.1/20
0	\$52,298.	\$54,176.	\$59,412.	\$64,305.
1	\$55,317.	\$56,612.	\$62,125.	\$67,199.
2	\$57,749.	\$59,160.	\$64,835.	\$70,539.
3	\$60,120.	\$61,823.	\$67,752.	\$73,926.
4	\$63,109.	\$64,605.	\$70,802.	\$76,698.
5	\$65,538.	\$67,511.	\$73,988.	\$80,333.
6	\$67,603.	\$70,549.	\$77,318.	\$83,755.
7	\$70,255.	\$73,725.	\$80,796.	\$87,524.
8	\$72,969.	\$77,041.	\$84,433.	\$91,463.
9	\$75,984.	\$80,415.	\$88,231.	\$95,580.
10	\$80,306.	\$84,033.	\$94,535.	\$101,989.

Grid	S1	S2	S3	S4
Year	Sept. 1/21	Sept.1/21	Sept.1/21	Sept.1/21
0	\$52,820.	\$54,717.	\$60,006.	\$64,948.
1	\$55,870.	\$57,178.	\$62,746.	\$67,871.
2	\$58,326.	\$59,751.	\$65,489.	\$71,244.
3	\$60,721.	\$62,441.	\$68,430.	\$74,665.
4	\$63,740.	\$65,251.	\$71,510.	\$77,465.
5	\$66,194.	\$68,186.	\$74,728.	\$81,136.
6	\$68,279.	\$71,255.	\$78,091.	\$84,593.
7	\$70,958.	\$74,462.	\$81,604.	\$88,399.
8	\$73,698.	\$77,811.	\$85,277.	\$92,378.
9	\$76,744.	\$81,219.	\$89,113.	\$96,536.
10	\$81,109.	\$84,873.	\$95,480.	\$103,008.

Grid compression will continue in like-fashion until such time as Step 11 becomes Step 10.

ARTICLE L27 INCREMENTS

L27.01 Increments shall be as contained in the Salary Schedule to, but not exceeding, the maximum of each level, the incremental date being September 1 each year.

ARTICLE L28 CERTIFICATION

L28.01 Throughout this agreement references to OSSTF Certification Rating Statements or OSSTF Certification Rating Categories are related only to the current OSSTF Certification Rating Plan up to the change to the Qualifications Evaluation Council of Ontario (QECO) as the rating provider.

ARTICLE L29 SALARY LEVEL PLACEMENT

L29.01 Category classification shall be those established by the Ontario Secondary School Teachers' Federation. For the purpose of salary categorization the Board recognizes that, except for errors and omissions, the Certification Rating Statement issued by the OSSTF Certification Board shall or QECO Evaluation Council shall be final.

L29.02 It shall be the responsibility of a Teacher to provide the Board with documentary proof in the form of an OSSTF Certification Rating Statement or QECO Qualification Rating Statement as to his/her appropriate category rating.

L29.03 Where no OSSTF Certification Rating Statement or QECO Qualification Rating Statement is available, that secondary school Teacher shall be placed in Category 1 of the salary schedule.

ARTICLE L30 SALARY LEVEL ADJUSTMENT

L30.01 For secondary school Teachers the OSSTF Certification Rating Statement or QECO Qualification Rating Statement endorsed with a category rating is the document accepted by the Board for the purpose of making salary level adjustments.

L30.02 Upon receipt of an OSSTF Certification Rating Statement or QECO Qualification Rating Statement, a newly hired Teacher shall be paid retroactively to the first day worked at the salary level appropriate to the higher category rating. Notwithstanding the foregoing, retroactive adjustments shall not be made beyond one school year worked.

L30.03 A Teacher qualifying for category change under the OSSTF Certification Plan or QECO Qualification Plan in effect on the date of the Teacher's application shall be entitled to the salary rate reflected in the higher category commencing with the month worked following the month in which the requirements for the category change were satisfied. Notwithstanding the foregoing, retroactive adjustments shall not be made beyond one school year worked.

L30.04 A Teacher requesting a change in category by OSSTF under the OSSTF Certification Plan or QECO Qualification Plan shall file a copy of the application for certification change with the Human Resources Officer, Teaching Staff, coincident with the application to OSSTF.

L30.05 A Teacher who fails to file a copy of the application for certification change with the Board shall be entitled to the salary rate reflected in the higher category commencing with the month following the date on which the OSSTF Certification Rating Statement or QECO Qualification Rating Statement was submitted to the Board.

ARTICLE L31 DETERMINATION OF SALARIES

L31.01 Establish the correct Level on the Salary Schedule according to OSSTF Certification Rating Statement or QECO Qualification Rating Statement category or as otherwise provided for in this agreement.

L31.02 In the Level decided according to Section 31.01 above, establish the correct number of full years of approved and certified teaching experience, such placement not to exceed the number of years of experience provided for in the Level concerned.

L31.03 Add to the salary arrived at in Sections 31.01 and 31.02 above, any related experience allowance to which the Teacher may be entitled under this agreement, provided that the combined teaching and related experience allowances do not exceed the maximum salary provided for in the Level concerned.

L31.04 Add to the salary arrived at in Sections 31.01, 31.02 and 31.03 above, any responsibility or additional degree allowances provided for in this agreement.

ARTICLE L32 PART-TIME TEACHERS

L32.01 Except as otherwise provided in this Agreement, the salary, sick leave credits and other entitlements of a part-time Teacher shall be prorated in the ratio that the Teacher's assignment bears to a full-time assignment as defined in Article L60. Such prorating shall be administered in accordance with the chart in Section 60.01.

L32.02 Part-time Teachers are eligible for all benefits. The amount of premium paid by the Teacher and the Board will be pro-rated according to the percentage of teaching assignment.

L32.03 Part-time classroom Teachers shall be required to perform duties on a proportionate basis expected of a full-time classroom Teacher in accordance with the charts set out in Section 60.01 a), b) and c).

L32.04 Any required proration of grid salary shall be based on the chart set out in Section 60.01. Teachers who leave during the semester in a semestered school shall have their salary prorated based on the number of days worked in each semester multiplied by their FTE in that semester divided by the total number of days within the semester.

L32.05 Full-time Teachers who retire, resign, or take a leave of absence during the school year shall be deemed to have their full-time entitlement for the purpose of benefits and other entitlements under the Collective Agreement up to the date of retirement/resignation or commencement of the leave.

ARTICLE L33 TEACHER IN CHARGE - TERMS AND CONDITIONS

L33.01 The Parties agree that a Teacher who is a member of the Bargaining Unit may substitute for an absent principal/vice-principal on a temporary basis not to exceed forty (40) days in a school year.

L33.02 The Teacher in Charge shall be paid a per diem rate of \$51.50 in addition to the employee's regular salary. Payment will be made in full or half days. The Teacher in Charge will receive this extra payment on the last pay date in December and the last pay date in June.

L33.03 The Teacher will continue to be subject to all terms and conditions of this collective agreement and shall not discipline or evaluate other members of the Bargaining Unit.

L33.04 Nothing in this Article prevents the Teacher from resuming the Teacher's Bargaining Unit duties subject to forty-eight (48) hours written notice to the appropriate supervisor (Principal/Superintendent).

L33.05 An Occasional Teacher employee shall be hired to replace a member of the Bargaining Unit who is acting to replace a Principal/Vice-Principal who is absent for a period of not less than a day.

ARTICLE L34 RESPONSIBILITY ALLOWANCES

Effective September 1, 2019:

September 1, 2019 Major \$4975.00 Minor \$3315.00

September 1, 2020 Major \$5025.00 Minor \$3348.00

Effective upon ratification and implementation of the new Lead Teacher model, a Lead Teacher in charge of a department shall be paid the following responsibility allowance:

September 1, 2021 \$5200.00

September 1, 2022 \$5252.00 (reflective of the 1% central increase)

L34.01 Where the Board establishes a new position of responsibility to be filled by a Teacher who comes within the scope of this Agreement, the Board and District 29 OSSTF agree to establish a responsibility allowance or salary consistent with established responsibility allowances or salaries.

L34.01.01 The final rate established shall be effective from the time the position was originally introduced.

L34.02 The salary of a support staff (including but not limited to: Coordinator, Consultant, System Team Leader) at the Board Office or for any new position referred to in 34.02, if a member of OSSTF and covered by this Collective Agreement, will be his/her salary grid placement and a responsibility allowance allocation of a Major Head as in Article L34.01.

ARTICLE L35 RELATED TRADE OR PROFESSIONAL EXPERIENCE ALLOWANCE

L35.01 At the discretion of the Superintendent of Human Resources - Teaching Staff, related trade or professional experience may be given for previous employment subject to the following:

L35.01.01 A year of related or professional experience consists of twelve (12) months of such experience.

- L35.01.02 A Teacher shall receive credit for technical/related experience year for year, up to a maximum of five (5) grid steps.
- L35.01.03 Grid steps for trade or professional experience will be granted in the same manner as other teaching experience.
- L35.01.04 In no case may the combined experience for related trade or business or professional experience exceed five (5) years.

L35.02 In no circumstances may recognition of related trade or professional experience result in the appropriate salary for a Teacher exceeding the salary level maximum in the salary schedule.

ARTICLE L36 GRADUATE AND POST-GRADUATE DEGREE ALLOWANCES

L36.01 Definitions

- L36.01.01 A post-graduate degree is an earned degree at the doctoral level.
- L36.01.02 A graduate degree is an earned degree at the Masters' level.
- L36.01.03 An additional degree is an earned degree not at the Doctoral or Masters' level but is a degree (usually a Bachelors' Degree) conferred after the first undergraduate degree.

L36.02 All degrees for which additional allowances are made are to be degrees from a Canadian University. Where degrees have been conferred by other than Canadian Universities, the holder is responsible for providing equivalence to a Canadian Degree at the same level.

- L36.02.01 Any Teacher who was employed with this Board or its predecessors prior to this agreement and had this allowance paid will continue to have the allowance paid.

L36.03 Where a second degree or part of that degree is used for the purpose of obtaining a higher OSSTF Certification Rating Statement or QECO Qualification Rating Statement category, the degree shall not qualify for any additional allowance.

L36.04 Allowances

- L36.04.01 A Teacher who is not at maximum on the salary grid shall be credited with one (1) grid step in recognition of an additional degree at the Masters' or Doctoral level. Should more than one post-graduate degree be obtained the maximum teaching experience credit will be one (1) grid step.

Following the completion of the year at the maximum grid step, a Teacher who holds a degree at the Masters' or Doctoral level shall be paid the applicable degree allowance over and above the maximum grid salary.

Credit for additional degree(s) will not be granted when the additional degree(s) is also used as a qualification for higher category placement, or for a specific responsibility allowance.

The degrees at the Masters' or Doctoral levels referred to are graduate degrees from an accredited university. In case of doubt, a statement from the OSSTF Certification Board or QECO Evaluation Council is required.

L36.04.02 For a Master's Degree (or B. PaEd.) the allowance shall be:

September 1, 2019	\$850.42
September 1, 2020	\$858.92
September 1, 2021	\$867.51

L36.04.03 For a Doctoral Degree, the allowance shall be (only one of 36.04.02 or 36.04.03 may be claimed):

September 1, 2019	\$1,649.33
September 1, 2020	\$1,665.82
September 1, 2021	\$1,682.48

L36.04.04 For certain second degrees (such as B.L. Sc., B.PhM.) where the degree is specifically related to the teaching assignment,

September 1, 2019 -	\$362.59
September 1, 2020 -	\$366.22
September 1, 2021 -	\$369.88

L36.04.05 Only one additional degree allowance is payable to an eligible Teacher.

L36.04.06 No allowance will be paid for a Bachelor of Education.

L36.04.07 Allowance for a Masters' Degree or better will be paid to all instructional staff and shall be permitted to pierce salary maxima.

L36.05 Salary adjustment occasioned by the acquisition of a second, graduate or post-graduate degree will be made in the same manner as a change in salary level (see Articles 30 and 31), the document required being official notification from the Registrar of the University concerned.

ARTICLE L37 GRID SALARY LEVEL PLACEMENT

L37.01 All Teachers shall be entitled to a salary allowance for all previous certified teaching experience approved by this Board and its predecessor Boards up to and including, but

not exceeding, the maximum salary in the salary level appropriate to their qualifications.

L37.02 The amount of teaching experience to be allowed for new appointees to the teaching staff shall be as in Section 37.01.

L37.03 Approved and certified teaching experience is defined as teaching experience in a publicly supported school, or at the discretion of the Director of Education, in a privately supported school.

L37.04 Teaching experience in a College of Applied Arts and Technology or similar institution maintained by public support and under the Ministry of Education and Training of Ontario, or in a Teachers' College or College of Education under the Ministry of Education and Training of Ontario, in a University, or with the Human Resources Development Canada Retraining Program in a regular certified program will be admitted as approved and certified teaching experience for purposes of grid placement.

L37.05 Approved and certified teaching experience includes Occasional Teacher assignments, night school or summer school credit courses, and other continuing education credit courses for purposes of initial grid placement.

L37.06 Fractions of increments for approved and certified teaching experience are not paid, but where such teaching experience accrued under a regular Teacher's contract (probationary or permanent) or under a temporary or short-term Teacher's contract or agreement and includes a fraction of one-half of a school year (five school months) or more, a full increment shall be paid therefor.

Examples:

A Teacher has accrued the following teaching service as provided for above:

- i. 6 mo. + 4 mo. + 20 mo. + 7 mo. = 37 mo. = 3.7 yr.
- ii. 20 mo. + 3 mo. + 10 mo. + 1 mo. = 34 mo. = 3.4 yr.

The Teacher would be entitled to an experience allowance on the salary schedule for 4.0 yr. in example (i) but for only 3.0 yr. in example (ii).

L37.07 Approved and certified teaching experience for the purpose of establishing entitlement to allowance under this Section is that total accrued as at August 31 immediately preceding the September 1 date from which salary adjustments become effective.

ARTICLE L38 PAYROLL PROCEDURES

L38.01 Teachers and part-time Teachers on a pro-rated basis, will be paid all salaries owing or accruing due, during time worked as follows:

- L38.01.01 twenty-six or 27, as the case may be, equal installments to be paid every second Friday commencing with the last Friday in August. Payment shall be made on the Thursday where Friday is a holiday.

L38.02 Part-time Teachers whose service commences at the beginning of Semester 2 shall be paid all salaries owing or due, commencing with the first pay date in Semester 2.

L38.03 Teachers who leave the Board's employ will be paid any salary owing up to the last day worked.

L38.04 Long Term Occasional Teachers shall remain on the Occasional Payroll Cycle and will receive pay at a daily rate as set out in Article L67.05.01 for the length of the assignment. An Occasional pay Day Schedule, with associated pay periods, will be available on the Boards Website, specifically on the Payroll and Benefits web page.

ARTICLE L39 SEVERANCE ALLOWANCE

L39.01 The Board shall pay to any Teacher covered by this Collective Agreement who leaves the employ of the Board, for reasons of redundancy, a severance allowance calculated as follows: 4% of the Teacher's grid placement. The Teacher shall also have the right to purchase his/her benefits for up to two years while on the Surplus/Recall Lists.

ARTICLE L40 JUST CAUSE

L40.01 No Teacher shall be discharged, demoted or disciplined, without being given just and sufficient cause.

ARTICLE L41 PERSONNEL FILES AND MEDICAL FILES

L41.01 There shall be one official personnel file respecting a Teacher.

L41.01.01 Medical files shall be maintained at the Board Office separately from personnel files.

L41.02 Teachers shall receive copies of any materials placed in their personnel files within (3) calendar days of the material being filed.

L41.02.01 The signature of a Teacher on any document respecting the performance or conduct of that Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

L41.02.02 A Teacher shall have the right to place material in his/her personnel file.

L41.03 A Teacher, either alone or accompanied by one (1) other person, shall have access to the Teacher's personnel file under the supervision of a Principal or the Superintendent of Human Resources -Teaching Staff. Such access shall be upon prior arranged appointment. At the request of the Teacher, any person accompanying the Teacher shall also have access to the Teacher's personnel file.

L41.03.01 No material may be removed from the file except by mutual agreement of the Board and the Teacher. One (1) copy of material in the file shall be provided to the Teacher upon request.

L41.03.02 If the Teacher disagrees with any information in the Teacher's personnel file, the Teacher may place a letter in the file identifying the disputed material and stating the Teacher's position on the material.

L41.04 Documents contained in a Teacher's personnel file which are of a disciplinary or negative nature, including evaluation reports which the Teacher considers negative, shall be removed from the file and returned to the Teacher no later than two (2) years after their date of issue provided no further incidences of the same nature have occurred during the two-year period and no continuing reference to the documents removed shall remain in the file.

ARTICLE L42 IN-SCHOOL MEDICAL PROCEDURES

L42.01 No Teacher will be required to carry out on a regular basis any medical/physical procedures.

L42.02 The Board recognizes the right of any Teacher to refuse to be designated to administer medication or perform any medical/physical procedures. In the event of a medical emergency, a Teacher may perform such procedures as are necessary for the safety and well-being of a student.

L42.03 The Board shall, through existing or supplementary insurance coverage to the limit of Board liability insure Teachers against claims arising from regular or emergency medical/physical procedures. The Board shall supply copies of master policies to the Executive of OSSTF District 29, as they become available from the insurance companies.

ARTICLE L43 SCHOOL YEAR

L43.01 Teachers shall not be required to work any days preceding the official start of the school year for students.

L43.02 The length of the school year shall be the minimum required under the Education Act.

L43.03 Teachers who agree with a request from the Board to work outside the designated school year shall receive compensating days equal to the number of days worked, to be scheduled by mutual agreement of the Teacher and the Principal during the course of the school year. These compensating days shall not result in on-calls or supervision being assigned to another Bargaining Unit member.

L44.03.01 The Board will provide the Bargaining Unit with a list of all members who will receive lieu time for work conducted on days outside of the 194 days identified on the official school year calendar.

ARTICLE L44 EXISTING PRACTICES

L44.01 Copies of new Board Policies and Practices and updates of current ones shall be forwarded to the President of OSSTF District 29

ARTICLE L45 STAFFING

L45.01 General Guidelines

- L45.01.01 Humaneness is important in the staffing process. At all times every effort shall be made to accommodate geographical, academic and personal concerns.
- L45.01.02 A Teacher's signature on a Memorandum of Mobility during the Voluntary Mobility Process or a Teacher's acceptance of a Placement or Offer during the Transfer Process is deemed to be a commitment by the Teacher to his/her new school and is a mutually binding agreement between the Teacher and the Board.
- L45.01.03 Subject to Ministry qualifications, Teachers remaining Surplus to the System are those Teachers with the least teaching experience.
- L45.01.04 Staff assignments are based on the best fit of student and program needs, Teacher qualifications and the professional needs of Teachers.

ARTICLE L46 STAFF RECORDS LIST

L46.01 Upon request, the Board shall provide to the Local President, or designate, the names, home addresses, and work locations, telephone numbers, FTE, OCT registration numbers, credit for teaching experience for grid purposes, and any other information deemed necessary for the bona fide purpose of the Union within its duty as the collective bargaining representative of the employees.

ARTICLE L47 BOARD SENIORITY LIST

L47.01 Seniority shall be defined as the length of continuous contractual service with the Hastings and Prince Edward District School Board or its predecessors as an OSSTF member from the first day worked after last being hired.

L47.02 The list shall be rank ordered so that the most senior Bargaining Unit member is at the top of the list and the most junior is at the bottom.

L47.03 The list shall be posted in all secondary schools and copies forwarded to the President of the Bargaining Unit no later than October 31 and March 31 of each school year.

L47.04 Guidelines for Sequencing Names on the Seniority List

- L47.04.01 One full year of seniority accrues to full-time Teachers, to part-time Teachers, and to all Teachers granted a leave of absence.
- L47.04.02 Secondary Teachers who have accepted placements in the Elementary Panel may return to the Secondary Panel after an absence of up to two (2) years from the Secondary Panel. The Teacher's name remains on this list during the absence. The Teacher notifies Human Resources or the Co-Chairs of the Joint Staffing Committee of his/her intention concerning the return by March 31. If the Teacher is returning, his/her name is added to the list of Teachers at the Education Centre Secondary Branch and he/she is subject to the regular staffing process from there. Teachers returning to the Secondary Panel following an interpanel transfer are considered to have the same seniority in the Secondary Panel as if they had remained in the Secondary Panel for the two years. Teachers remaining in the Elementary Panel shall be deemed to have ended their secondary affiliation.
- L47.04.03 Teachers hired on or after January 1, 1998 shall be added to the Seniority List based on their first day of work.
- L47.04.04 Should a tie in rank ordering occur based on the first day of work, the following criteria shall be used to break the tie:
- L47.04.04.01 total teaching experience in the Hastings and Prince Edward District School Board and its predecessor boards' public secondary schools.
 - THEN
 - L47.04.04.02 total teaching experience as an OSSTF member
 - THEN
 - L47.04.04.03 teaching experience outside the bargaining unit recognized for payroll purposes
 - THEN
 - L47.04.04.04 lot conducted jointly by the Parties.
- L47.04.05 The Staff Records List and the Seniority List shall be available to the Joint Staffing Committee by March 1.

ARTICLE L48 RETURN OF TEACHERS AND TEACHERS IN CHARGE OF ORGANIZATIONAL UNITS FROM LEAVES OF ABSENCE AND SUPPORT STAFF

L48.01 A Teacher who accepts a Support Staff position of Coordinator at the Board Office shall be given a term appointment of **5** years. The positions of Coordinator shall be advertised every **5** years. The incumbent may re-apply at the end of his/her term. The Teacher on return from a Support Staff position of Coordinator shall retain the right to a teaching assignment similar to the assignment he/she held in his/her home school, subject to the staffing processes and the recommendations of the Steering Committee.

L48.02 A Memorandum of Understanding between OSSTF and the Board specifies the agreed conditions of the Support Staff assignment and of the re-entry into a secondary school staff. Changes to this Memorandum must be mutually acceptable.

L48.03 For a Teacher in charge of an organizational unit immediately prior to taking a leave of absence of up to one year that position in charge of an organizational unit shall be returned to the Teacher at the end of the leave period from the Board, subject to the staffing processes and the recommendations of the Steering Committee (see also Articles 52 and 61).

L48.04 A Teacher who is granted a Federation Officer Leave and who requests the right to return to his/her school of origin and to an equivalent position of responsibility, submits a written notice to the Joint Staffing Committee within seven (7) days of the granting of the leave. In instances where the notice is not made, the Teacher is added to the Education Centre Secondary Branch List.

ARTICLE L49 JOINT STAFFING COMMITTEE

L49.01 Composition of the Joint Staffing Committee

L49.01.01 The Joint Staffing Committee is composed of two secondary principals, two members of OSSTF, one Superintendent, the Bargaining Unit President, and the Human Resources Officer, Teaching Staff (non-voting).

L49.01.02 The Superintendent and the Bargaining Unit President or designate shall be co-chairs of the Joint Staffing Committee.

L49.02 Responsibilities of the Joint Staffing Committee

L49.02.01 The Joint Staffing Committee reviews the calculations of the staffing requirements of the secondary system in accordance with Article L58 and allocates every section included in secondary staffing in each secondary school or worksite.

L49.02.02 The Joint Staffing Committee shall review the distribution of sections to Classroom Teachers within schools at least twice during the school year.

- L49.02.03 The Joint Staffing Committee manages the processes for the interschool movement of Teachers to ensure that each has the best fit to meet the learning needs of students, in accordance with Articles 52 and 53.
- L49.02.04 The Principal, in consultation with the School Staff Advisory Committee shall estimate staffing and program needs and shall submit the information to the Joint Staffing Committee on a form developed by the Joint Staffing Committee.

L49.03 Procedures of the Joint Staffing Committee

- L49.03.01 The Joint Staffing Committee develops, reviews and alters such operating practices as it deems necessary for the efficient implementation of its mandate, provided that no practice contravenes the provisions of the Collective Agreement.
- L49.03.02 One of the Federation representatives on the Joint Staffing Committee shall be responsible for Mobility.
- L49.03.03 The Joint Staffing Committee meets at the call of either of the Co-chairs.
- L49.03.04 As information on the status of staffing becomes available, it will be released by agreement of the Joint Staffing Committee.
- L49.03.05 Minutes of each meeting of the Joint Staffing Committee shall be delivered to each member of the Committee three days following the meeting of the Joint Staffing Committee. Minutes must be signed by both parties in order to be deemed official minutes of any meeting of the Joint Staffing Committee.
- L49.03.06 Signed Memoranda of Mobility shall be kept on file by the Human Resources Department of the Hastings and Prince Edward District School Board. Copies shall be forwarded to the OSSTF District Office.

ARTICLE L50 DETERMINATION OF STAFFING NEEDS

- L50.01 In accordance with the agreed upon Staffing timelines, the Principal in consultation with the School Staff Advisory Committee shall estimate staffing, program and school organization leadership needs. The Principal shall share the staffing needs information with the Staff Advisory Committee prior to submitting the information to the Joint Staffing Committee in writing. Information provided may be subject to later revision.
- L50.02 The Joint Staffing Committee establishes timelines for the secondary school system staffing processes. The Principal publishes it in the schools.

L50.03 Senior Administration submits information pertinent to re-entry of Teachers from the Education Centre Secondary Branch into secondary schools and information on external hiring to the Joint Staffing Committee in writing as it becomes available.

L50.04 The Joint Staffing Committee monitors all aspects of the staffing process to ensure fairness and adherence to the Collective Agreement.

ARTICLE L51 NEW POSITIONS AND VACANCIES

L51.01 No Teacher will lose his/her employment entitlement with the Hastings and Prince Edward District School Board as a result of external hiring.

L51.02 All teaching vacancies available for the next school year shall be advertised to all OSSTF members in the Board for at least five (5) school days before they are advertised externally, except as agreed through mutual consent of the Board and the Bargaining Unit.

L51.02.01 A copy of each job posting shall be sent to the President, OSSTF District 29, at the same time as the job is posted.

L51.02.02 If a fractional position becomes available in a school during a semester, the additional time shall be offered to part-time Teachers in that school, who are available for scheduling and who are qualified, in order of seniority.

L51.02.03 For vacancies, consideration shall be given first to Teachers requesting Mobility in accordance with Article L52.

L51.03 Vacancies for the position of a Teacher in charge of an organizational unit and for the position of Coordinator, which may be filled by an OSSTF member, shall be posted for at least five (5) school days to all OSSTF members in the Board, except as agreed through mutual consent of the Board and the Bargaining Unit.

L51.03.01 When a vacancy occurs for a department head/Teacher in charge of an organizational unit, the Principal of the school where the vacancy exists shall notify the Co-Chairs of the Joint Staffing Committee. The vacancy shall be advertised to the system at the time when it occurs. Candidates will be interviewed for the position after the date for closure of applications. If the successful candidate is a member of the staff of the school where the vacancy occurred, he/she shall assume the position immediately. If the successful candidate is a member of a different school staff, an interim appointment shall be made from within the school and the successful candidate shall assume the position at an appropriate break as determined by the Joint Staffing Committee.

L51.04 In the event that the Board creates a new position which may employ a member of OSSTF , the Board and OSSTF shall meet before the position is advertised to determine the terms of employment.

- L51.04.01 All newly created positions, which may employ a member of OSSTF, shall be advertised to all OSSTF members in the Board for at least five (5) school days, except as agreed through mutual consent of the Board and the Bargaining Unit.

L51.05 Prior to external hiring, vacancies shall be filled first by candidates in the following order:

Teachers on the Surplus List
THEN
Teachers on the Recall List
THEN

Consideration shall be given to Part-Time Teachers, in seniority order, who are qualified and who have requested in writing an increase in FTE status. All Part-Time Teachers shall be notified of these positions.

- L51.05.01 The Board shall post, interview and consider the written applications from Occasional Teachers who are currently on the Occasional Teacher List - Level 1 who have indicated their interest (on the Intent to Teach Form) in full-time or part-time contractual employment before it advertises externally.

L51.06 In the event that the Board anticipates the need to offer employment to applicants prior to the staffing processes described in this Collective Agreement, following consultation with the OSSTF District President, the Board may advertise externally for an advanced pool of Teachers. Offers to advanced pool candidates will not interfere with the rights of any current members as described in this Collective Agreement.

- L51.06.01 Teachers hired externally are added to the Staff Records List and are assigned to the Education Centre Secondary Branch until such time as they are assigned to a secondary school by the Joint Staffing Committee.

ARTICLE L52 MOBILITY AND REASSIGNMENT

L52.01 Postings and Applications for Mobility

- L52.01.01 Each January, the Principal and the OSSTF Staffing Committee Representative review the staffing procedures with the Teachers of that school.
- L52.01.02 The Joint Staffing Committee electronically sends to each school site the staffing requirements for each secondary school.
- L52.01.03 Staffing requirements will be published each year as close to the beginning of April as practicable and updated continuously. No secondary school publishes its requirements independently.

L52.01.04 The Human Resources Officer, Teaching Staff, in consultation with the Principals and the Executive Officer OSSTF, coordinates the wording of the advertising in such a way that positions in different schools (if identified) are worded consistently and that special Ministry requirements are indicated.

L52.01.05 Teachers may apply for Mobility to a:

L52.01.05.01 posted position in a school, or

L52.01.05.02 school which has not posted any positions which the Teacher deems to be suitable, or

L52.01.05.03 school which has posted no positions,

L52.01.05.04 by submitting an application for Mobility and such other information as the Joint Staffing Committee requires to the District Office.

L52.01.05.05 The process is not to exceed a May 31 deadline unless the parties mutually agree to extend that date.

L52.01.06 The Semester 1 Mobility process is not to exceed a May 31 deadline unless the parties mutually agree to extend that date. The Mobility needs list is posted the first Friday in May. The deadline to apply for Mobility is the following Friday. OSSTF will share the list of teachers who have applied for mobility week, and after receiving the final Mobility needs list. The mobility meeting will be the following Monday.

The Semester 1 Mobility process is not to exceed a May 31 deadline unless the parties mutually agree to extend that date. Teachers who have applied for mobility for semester 1 of the following school year but have not been moved by the May 31st deadline shall have their name remain on the list to enable a mobility process to take place for semester II. This process will allow for the review of those names on the list for mobility for semester two (2) contract vacancies.

L52.01.06.01 Teachers who are transferred will have their names added to the Semester 2 mobility list.

L52.02 Factors Related to Mobility and Reassignment

L52.02.01 Mobility is a voluntary process and must be attempted first to address all staffing needs.

L52.02.02 The Joint Staffing Committee finalizes moves at such times as it may deem appropriate, subject to the following terms.

- L52.02.03 A Teacher's Mobility is deemed to be complete when agreed to by the Joint Staffing Committee and the Teacher. The Memorandum of Mobility, signed by the Teacher and the Superintendent of the Board, specifies the nature, the term and any other conditions of the move.
- L52.02.04 A Teacher may serve two consecutive years on Mobility to the same school. At the end of two years, a Teacher must return to his/her home school or become a permanent member of the school to which the Teacher is on Mobility assignment, subject to the Transfer and Surplus process and the approval of the receiving principal.
- L52.02.05 The Principals and Senior Administration, in consultation with the Joint Staffing Committee, retain the right to use a process of reassignment to address program and staffing needs which may not have been met through the mobility process.
- L52.02.05.01 Administrative reassignments are confirmed in a Memorandum of Reassignment from Senior Administration to the Teacher.
- L52.02.05.02 When, as a result of the deliberations of the Joint Staffing Committee, the possibility of the need for a reassignment of a Teacher appears likely, the Teacher is informed by the Principal of his/her current school that a move is being considered. The reasons for the reassignment are listed. This information is given in the presence of the Branch President. The Teacher may provide information pertinent to the proposed reassignment to the Principal and the Branch President within twenty-four hours of receipt of this notice.
- L52.02.05.03 As a result of the administrative reassignment, no Department Head/Teacher in Charge of an Organizational Unit receives a reduction in Units of Administrative Strength.
- L52.02.05.04 Teachers who have been reassigned may apply for Mobility to an alternate school from their new school.
- L52.02.06 If a Teacher's percentage of time is altered during any staffing process, the Teacher retains entitlement to his/her highest percentage of teaching time. Other reductions or increases in teaching assignments may only be effected by the mutual consent of the parties.
- L52.02.07 Except by mutual agreement, part-time positions are designed in such a way that a part-time Teacher who is moved does not spend more than one period between scheduled classes.
- L52.02.08 In instances where a Teacher is moved to a teaching assignment in two

schools in a day, the Teacher is given adequate traveling time between the two schools.

- L52.02.09 A Teacher shall not be moved nor reassigned to a school which is more than 65 km distant from his/her current school without that Teacher's consent.
- L52.02.10 Any Teacher who consents to relocate as a result of an administrative reassignment to a school more than eighty (80) kilometers distant from his/her current school and who finds it necessary to change the location of his/her residence within one year of assuming the new position is reimbursed for moving expenses up to a maximum of \$750.00. Payment is made on the effective date of relocation.
- L52.02.11 At least one Teacher from North Hastings High School is given an opportunity for Mobility each year subject to available positions.
- L52.02.12 Federation Officers on Federation leave are given top priority for Mobility, if requested.
- L52.02.13 Each Principal and the Staff Advisory Committee develops school and departmental plans to facilitate the entry of Teachers new to the school.
- L52.02.14 The receiving Principal contacts the Teacher and discusses the teaching assignment and the roles that the Teacher will play in the new school as soon as it is practicable to do so.
- L52.02.15 Teachers who are moved by any staffing process are subject to the Transfer and Surplus process in the schools at which they have been relocated.

ARTICLE L53 TRANSFER AND SURPLUS

L53.01 For the purposes of this section:

- L53.01.01 **Available for Transfer** means after the application of the Staffing Formula and a consideration of program needs indicates a position is no longer available for a Teacher at his/her school, that Teacher is declared available for transfer from that school.
- L53.01.02 **Offer** refers to a commitment by the Board to provide positions for Teachers affected by Transfer and Surplus. An Offer occurs during the Transfer and Surplus process when there is:
 - L53.01.02.01 an alteration of the entitled percentage of time, OR
 - L53.01.02.02 a relocation to a school which is more than 65 km from the Teacher's current school.

L53.01.02.03 Rejection of an Offer does not jeopardize the Teacher's position on the Teachers Available for Transfer List, the Surplus List, the Recall List and the Board and School Staff Records List.

L53.01.03 **Placement** refers to commitments by the Board to provide positions for Teachers affected by Transfer and Surplus. It occurs during the Transfer and Surplus process when:

L53.01.03.01 the Teacher is qualified, or will become qualified, to teach in the position.

L53.01.03.02 there is no alteration of percentage of teaching time; and

L53.01.03.03 the relocation to a school is less than 65 km from the Teacher's current school.

L53.01.03.04 Rejection of a Placement ends the Board's commitment to the Teacher and he/she loses his/her position on the Teachers Available for Transfer List, the Surplus List, the Recall List, and the Board Seniority List. If the Teacher is rehired "continuous experience" is deemed to be broken.

L53.01.04 **Surplus to the System** occurs during the Transfer and Surplus process when it becomes known that there are more Teachers on staff in the Hastings and Prince Edward District School Board secondary schools than there are positions available after the application of the appropriate Staffing Formula and the Transfer and Surplus process. A Teacher for whom no position exists is then declared Surplus to the System.

ARTICLE L54 INAUGURATION OF TRANSFER AND SURPLUS

L54.01 Where the application of the Staffing Formula on May 29 (or the last school day prior to May 29) indicates that a Teacher may be available for transfer from any secondary school or from the Education Centre Secondary Branch or that any Teacher may be surplus to the system, the Co-Chairs of the Joint Staffing Committee inaugurate the following provisions of Transfer and Surplus.

L54.01.01 Termination letters shall be delivered on or before May 31st to the Teachers who may be surplus to the system. The letters shall be distributed by the Superintendent of Human Resources in the presence of the District President.

L54.01.02 Termination letters shall state the effective dates of termination and the reasons for the termination.

L54.02 Guidelines Used to Determine Who May Be Available for Transfer from a School

L54.02.01 In consultation with the Joint Staffing Committee, the Superintendent of Human Resources or designate will work with the Principal of each secondary school and will identify Teachers available for Transfer by applying the following guidelines to the sequence of Teachers on the Seniority List who will be assigned to his/her school in the following September.

L54.02.01.01 When it is known through the application of the seniority process, that an individual Teacher who is a Department Head has retained his/her position with the Board, he/she shall be removed from consideration before applying the criteria for identifying Teachers available for transfer from a school. If a Department Head, takes a leave of absence from his/her position of responsibility, the replacement is removed from consideration as well as the incumbent. Teachers who are Department Heads are still subject to Surplus language.

L54.02.01.02 Teachers available for transfer from the school are the most junior Teachers in the school (subject to Sections 54.02.01.01 and 54.02.01.03).

L54.02.01.03 In instances where special Ministry requirements are needed to teach a program, a more junior Teacher may be retained if no Teacher who is more senior is qualified to teach the course or will qualify before his/her teaching duties in the program begin. The next more senior Teacher may then be placed on the Available for Transfer List.

L54.02.01.04 A Teacher may not voluntarily put himself/herself on the Teachers Available for Transfer List.

L54.03 Reduction of Time Due to Unavailable Program During the Transfer Process

If limited qualifications indicate that a senior Teacher's percentage of time may be reduced, the Principal consults the Joint Staffing Committee to determine if unassigned sections (which can be timetabled) are available at any other school. If this is unsuccessful, the Teacher may select one of the following options:

L54.03.01 he/she may accept the reduced percentage and retain existing entitlement, or

L54.03.02 he/she may accept his/her placement on the Teachers Available for Transfer List for the full percentage of time to which he/she is entitled.

L54.04 Description of Positions Available to Teachers Available for Transfer

- L54.04.01 The Staffing Formula is applied in each school in such a way that every Teacher has a complete timetable for the subsequent year according to his/her entitlement until the staffing allotment is exhausted. All available sections are assigned to present Teachers or indicated as "openings".
- L54.04.02 Each Principal delivers the descriptions of the positions available in his/her school to the Co-Chairs of the Joint Staffing Committee. "Position descriptions" are written in such a way that special Ministry qualification requirements are indicated.
- L54.04.03 The Co-Chairs of the Joint Staffing Committee co-ordinate the wording in such a way that positions in different schools are worded consistently.
- L54.04.04 Positions are designed in the timetable so that a part-time Teacher is not expected to spend more than one period between scheduled classes. Part-time positions in a school which may be combined are indicated.

L54.05 The Offer and Placement Procedure in Transfer

- L54.05.01 Teachers who are involved in the process and the Principals are responsible for being available to be contacted during the entire process period.
- L54.05.02 The completed selection sheets are forwarded to the Joint Staffing Committee.
- L54.05.03 Consideration proceeds in order from the most senior to the most junior Teacher. Teachers may be placed in, or offered, their highest rated position which is still available.
- L54.05.04 Qualifications of Teachers are checked to determine that they are indeed qualified or could qualify to teach the program in which they are being placed or which they are being offered.
- L54.05.05 The Joint Staffing Committee will contact Teachers to determine whether they would or could take qualifying course(s) for particular positions. When a situation arises that a Teacher may be without a position if he/she does not become qualified, a last inquiry call is made to determine if the Teacher will consider taking the qualifying course(s).
- L54.05.06 The receiving Principal notifies the Teacher of his/her Placement or Offer in the presence of the OSSTF Branch President and advises him/her that he/she has forty-eight (48) hours from that time to accept or reject the Placement or Offer. Failure to accept or reject is deemed to be a rejection.

- L54.05.07 A rejection by the Teacher of a position in which he/she was placed ends the Board's commitment to the Teacher. If the Teacher is subsequently rehired, continuity of service is deemed to be broken and percentage entitlement for the following year will equal the new percentage under contract.
- L54.05.08 After accepting a Placement or Offer, a Teacher who has completed the probationary period may be granted a Leave.

L54.06 Interpanel Transfer

- L54.06.01 No interpanel placement of Teachers can take place until all Teachers Available for Transfer and Teachers Surplus to the System in the receiving panel with qualifications for the placement position are placed.
- L54.06.02 Provided that the Secondary Panel has vacancies after part-time Teachers have been offered an increase in entitlement and the Elementary Panel has qualified Teachers Surplus to the System, these procedures are followed.
- L54.06.02.01 Elementary Teachers who are qualified to teach in the secondary panel and who are surplus to the Elementary Panel, will be considered for any available secondary vacancies. OSSTF and the Board will jointly decide the point at which Elementary Teachers can be considered.
- L54.06.02.02 Secondary principals will identify vacancies and describe the subject and qualifications requirements for each position.
- L54.06.02.03 A Placement Committee made up of representatives of the Elementary and Secondary affiliates, the Human Resources Department and the Secondary principals will consider the available vacancies and the list of surplus Teachers, in seniority order, to determine if any Teachers can be "matched" to positions.
- L54.06.02.04 In cases where people and positions are determined to be compatible, an offer will be made to the surplus Elementary Teacher.
- L54.06.02.05 A refusal of an offer by an Elementary Teacher will not be considered a rejection under the terms specified under the Elementary Collective Agreement.
- L54.06.02.06 Acceptance of an offer to teach in a secondary school program by an Elementary Teacher will be subject to the following conditions:

- L54.06.02.06.01 The teaching position is for a one year period only and may only be extended by mutual consent of the Teacher, the Principal and the Ontario Secondary School Teachers' Federation.
- L54.06.02.06.02 The Teacher will retain his/her Elementary Federation affiliation.
- L54.06.02.06.03 The Teacher will accrue one year of seniority on the Elementary seniority list.
- L54.06.02.06.04 The Teacher will return to the Elementary staff through the pink-sheet process or be placed by the Elementary Transfer and Surplus Committee as a "system responsibility".
- L54.06.02.06.05 Membership affiliation of a Teacher transferred into the Secondary Panel is governed by Ontario Teachers' Federation (OTF) policy.
- L54.06.02.06.06 This process must be completed by August 31.

L54.07 Summer Break Procedures

- L54.07.01 Principals accommodate the expertise and interests of incoming Teachers as much as possible and members of the Joint Staffing Committee are notified in writing through the Co-Chairs of the Joint Staffing Committee of any changes in a transferred Teacher's timetable.
- L54.07.02 During the months of July and August, Placements and Offers are centrally co-ordinated by the Co-Chairs of the Joint Staffing Committee or their designates and by Human Resources. The OSSTF District 29 President or his/her designate is involved in all Placements or Offers during the summer break.
- L54.07.03 Teachers who are Surplus to the System at the end of June shall file with the Board and OSSTF their most recent address and telephone number and update these when necessary.

L54.08 Teachers Not Placed by September 1

- L54.08.01 Teachers who are Surplus to the System and who have not rejected a Placement remain on the Surplus List until May 31 of the year immediately following. They are Placed or Offered positions which become available. Teachers so placed retain continuous teaching experience and contract status.
- L54.08.02 Teachers who are not placed, remain on a Recall List for 6 years following the year that they were declared surplus provided that they do not reject a Placement, applied retroactively to May 2011.

L54.09 September Procedure

- L54.09.01 In September, the Joint Staffing Committee examines and addresses the staffing needs of the Board. The Joint Staffing Committee fills positions that become available in any school in the following order:
- L54.09.02 by Placement in, or Offer of, positions to Teachers on the Surplus List in order of seniority;
- L54.09.03 by Placement in, or Offer of, positions to Teachers on the Recall List in order of seniority;
- L54.09.04 then, by increasing the entitlement of current Teachers, wherever possible.

L54.10 Offer to Surplus Teachers of Teaching Positions in Summer School and Night School

- L54.10.01 The Board will use its best efforts to offer to surplus Teachers teaching positions in summer school and night school credit courses. It is understood that the terms and conditions of employment with respect to such positions are determined by the appropriate sections of this Collective Agreement.

ARTICLE L55 APPEALS

- L55.01 Appeals to reverse reassignments are made in writing to the Director. Teachers may cite undue hardships, lack of due process and lack of procedural fairness as reasons for this appeal.

ARTICLE L56 REVIEW OF STAFFING PROCEDURES

- L56.01 Annually in October the Joint Staffing Committee reviews its staffing policies, processes and procedures. Recommendations from this review agreed to by OSSTF District 29 and the Board shall become part of the operations of the Joint Staffing Committee for that year.

ARTICLE L57 SCHOOL STAFF ADVISORY COMMITTEE (SAC)

L57.01 There shall be a School Staff Advisory Committee in each school.

L57.02 The School Staff Advisory Committee shall be composed as follows:

- L57.02.01 the Principal
- L57.02.02 the OSSTF Branch President
- L57.02.03 the OSSTF Staffing Committee Representative
- L57.02.04 3 elected OSSTF members.

L57.03 The Principal is in charge of the deployment of staff within the school.

L57.04 In the matter of staffing, the School Staff Advisory Committee shall:

- L57.04.01 have access to the calculations of the school's staffing needs in accordance with the staffing formula;
- L57.04.02 review the allocation to the school by the Joint Staffing Committee of the secondary system's sections for Classroom Teachers, including non-credit Special Education and Guidance and Library Teachers for the school year and provide feedback to the Joint Staffing Committee on the matter;
- L57.04.03 provide input to the Principal with respect to the preliminary and final allocation of the school's sections;
- L57.04.04 monitor compliance with the guidelines for timetabling;
- L57.04.05 recommend to the Principal, if necessary, any modifications made to in-school timetabling at any time during the school year;
- L57.04.06 monitor that the school's allocation of instructional and non-instructional time is distributed equally to each Teacher;
- L57.04.07 review the implementation of the staffing procedures during the school year as required;
- L57.04.08 keep regular minutes of decisions and recommendations on file and available to staff.
- L57.04.09 monitor compliance with Article L58.10 and assist with the Workload Review prior to the filing dates of October 1 and March 1.

- L57.04.10 Meetings may be called after mutual agreement by the Principal and Branch President.
- L57.04.11 The school Staff Advisory Committee shall meet in a timely manner that allows for fair and reasonable discussions when necessary to provide input to the Principal, who will share with the Joint Staffing Committee as required by the JSC timelines.

L57.04.11.01 The Principal shall endeavour to provide all necessary information to the SAC 24 hours prior to the meeting.

L57.04.11.02 Class size data will be provided using a standard format created by the JSC.

L57.05 In addition to the duties described in Section 57.04, the School Staff Advisory Committee shall, prior to time tabling, review:

- L57.05.01 all courses with enrolment at less than 60% of Maximum Class Size
- L57.05.02 all courses with more than two (2) levels/grades/destinations
- L57.05.03 all new course offerings with an enrolment of fewer than 22 students.

L57.06 With regard to the courses described above, the School Staff Advisory Committee may recommend continuation of the course(s), offering the course(s) on a two-year rotation, offering the course as an e-learning course, or cancellation of the course.

L57.07 The Principal shall file with the Superintendent of Human Resources and the District Executive by October 1 and March 1 up-to-date information with respect to timetabling and workload in a format agreed to by OSSTF District 29 and the Board.

L57.08 The School Staff Advisory Committee shall meet at least five (5) times per year and shall report in writing on its activities to the full school staff at the staff meeting next following any meeting of the Staff Advisory Committee.

ARTICLE L58 SYSTEM AND SCHOOL STAFFING

L58.01 The Board will staff secondary schools using a Board-wide average aggregate class size of 23:1 as calculated on the reporting days prescribed by the Ministry of Education, including additional sections generated by the Ministry of Education "Student Success" Initiatives.

L58.02 The minimum FTE Guidance Teachers for the system shall be based on the Ministry of Education funding for Guidance Teacher (as amended), currently 2.6 per 1000 ADE.

L58.03 The minimum FTE Teacher-Librarians for the system shall be based on the Ministry of

Education funding for Library (as amended), currently 1.1 per 1000 ADE.

L58.04 The minimum FTE for Special Education Resource Teachers and non-credit Special Education programs for the system shall be based on the Ministry of Education funding for these programs and services.

L58.05 Teachers of Adult programs shall be in addition to the Teachers generated by Funding Model and the number of Teachers shall be funded through the monies available for Adult Education.

L58.06 The Board shall continue to allocate equivalent full-time teaching positions on a discretionary basis to other school programs such as Section 20 programs and targeted initiatives based on Board initiatives and the provision of third party and/or ISA 4 funding.

L58.07 The Joint Staffing Committee shall create and monitor a mutually agreed upon method for the deployment of staff to the schools based on the school's credit profile and other unique and special program needs.

L58.08 The Principal in consultation with the School Staff Advisory Committee shall determine the deployment of teaching staff to program using the school's allocation to classroom, Services classes, guidance, library and special education.

L58.09 A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.

L58.10 Class Size Maxima

In order to provide a positive learning environment, the Board and District 29, OSSTF agree to the following maximum class sizes:

Category	Maximum	Flex Factor
Services, EDP, Locally Developed	16	+2
Workplace/Literacy/ESL/ Essential	18	+2
Alternative Programs/Learning Strategies	20	+2
Applied	23	+2 each year
Open grades 9 and 10 (TTI Computer)	25	+2 each year
Open grades 11 and 12	26	+2
College/M	27	+2
Academic	28	+3
University	30	+2
Limited/Facility (This includes Transportation, Construction, Manufacturing TTI (Trades), Foods/Hospitality, Aesthetics)	20	+2
International Baccalaureate Programs/ AP courses	32	+3

L58.11 The maximum class size number for Cooperative Education or multi-level or multi-grade classes shall be determined by using the maximum of 58.10 that represents the level designation for the majority of students in the class.

L58.12 Except as mutually agreed upon by the Bargaining Unit and the Board, no Teacher's workload shall exceed four (4) additional students per semester above the class size maxima (not including Flex Factor).

L58.13 The count dates for maximum class sizes shall be September 30th and February 28th respectively. The Joint Staffing Committee shall meet within two weeks subsequent to these dates to review the maximum class size information and plan for any required changes or mutually agreed-upon possible exceptions.

L58.14 There shall be a September 30 Staffing date. A meeting of the Joint Staffing Committee shall be scheduled no later than the third week in September to review the enrolment data and make recommendations to the Board and District 29 for possible adjustments to staffing, if necessary. The Board and the Federation agree to negotiate the details of the adjustments.

L58.15 A full-time teaching assignment at Bayside shall be 6.0 credit and/or credit-equivalent courses including one MSIP.

L58.16 Based on the Boards Average Daily Enrolment, Ministry tied funding for Student Success initiatives currently generates 3.84 FTE/ 1000 ADE.

ARTICLE L59 GUIDELINES FOR TIMETABLING STAFF

L59.01 Timetable assignments are a critical component of meeting:

- L59.01.01 the needs of programs and students
- L59.01.02 the on-going professional needs of Teachers and
- L59.01.03 the needs of the school for flexibility in subject expertise among its professional staff.

L59.02 The Principal and/or Vice-Principal in charge of time tabling, the Staff Advisory Committee and Department Heads shall use the following guidelines to monitor teaching assignments:

- L59.02.01 Each Department Head shall identify to the Staff Advisory Committee, the consultative process to be used with staff to determine timetable assignments.
- L59.02.02 Every effort shall be made to accommodate Teachers' qualifications, course preferences, and interests.
- L59.02.03 Adjustments to timetable assignments may be necessary to accommodate student, system, school, staffing, and timetabling needs.
- L59.02.04 Where a Teacher has been required to make a timetable adjustment every attempt will be made to accommodate that person's preferences in the next timetable assignment process.

L59.03 Appeal Process

Any appeal shall be based on a perceived misapplication of the guidelines for timetabling staff.

Step 1

Teachers who are not satisfied with their assignments may present their concern to the School Staff Advisory Committee. The Staff Advisory Committee will make a recommendation to the Principal based on the guidelines for time tabling.

Step 2

A Teacher may seek a final resolution through the grievance procedure.

ARTICLE L60 WORKLOAD

L60.01 Each full-time Teacher will be assigned 6 periods out of 8 periods (three periods per semester). Each full-time Teacher may also be assigned up to the following maxima Additional Professional Assignments comprised of either on-calls/supervision, student mentoring and/or Teacher mentoring based on seventy-five (75) minute periods or equivalent as outlined below.

YEAR	MAX ½ Period On-calls/Supervision	½ Period Mentoring	MAX Total Half-Periods
Sept. 2014	35	11	46
Sept. 2015	35	11	46
Sept 2016	35	11	46
Sept 2017	35	11	46

L60.01.01 Specialized Four-Credit Package Courses

Where a school is offering a specialized four-credit packaged program, such a program will be staffed with .67 FTE Teachers during the semester in which it is offered.

L60.02 The assignment of a part-time teacher shall be administered in accordance with Section 60.01.

L60.03 No more than 2 half-credit courses may be assigned without the mutual consent of the Principal, the Teacher and the Bargaining Unit.

L60.04 No Teacher shall be assigned more than 160 consecutive minutes of instructional and/or supervisory time without a minimum ten (10) minute break.

L60.05 Periods shall not exceed 75 minutes in length, unless otherwise agreed by the Board and the Bargaining Unit.

L60.06 Every effort will be made to hire Occasional Teachers to replace Teachers who are absent for two (2) periods or more.

L60.07 Supervision assignments shall be determined by the Principal in consultation with the School Staff Advisory Committee.

L60.08 A Teacher will not be assigned more than one supervision, mentorship period or on-call in a day. Such assignment shall not exceed one-half period in length.

L60.08.01 A Teacher will not be assigned more than two (2) supervision, mentorship periods or on-calls in one week. Such assignments shall be equitably time tabled and performed within the instructional day, notwithstanding the foregoing:

L60.08.02 Supervision, mentorship periods or on-calls may be blocked, in consultation with the School Staff Advisory Committee and with the consent of the Teacher. The minimum assigned supervision shall not be less than ten (10) minutes.

L60.08.03 A Teacher who has completed two (2) supervision or on-calls in the week will not refuse a supervision, or on-call in an emergency situation, which arises on that day; such supervision or on-call will count towards the number of supervision or on-calls.

L60.08.04 Except in the case of an emergency situation, Teachers shall be notified of any on-call assignments before the close of the previous school day.

L60.09 **Emergency On-Call Definition:** Emergency shall be defined as an unforeseen circumstance that occurs not earlier than 60 minutes prior to the commencement of that Teacher's instructional day.

L60.10 Records of on-calls and supervision assignments will be kept and will be reviewed on a monthly basis by the School Staff Advisory Committee and/or the Joint Staffing Committee.

L60.11 Time during the instructional day not assigned in accordance with Section 60.01 above shall be available to the Teacher for preparation and marking.

L60.12 Upon ratification and at the beginning of each semester, the Joint Staffing Committee shall monitor class sizes and the distribution of workload in each semester and shall review individual Teacher workload (including assignment of half-credit classes, per pupil contacts, and multi-level/multi-grade classes). Instances of inappropriate Teacher workload shall be referred back to the School Staff Advisory Committee, with recommendations for resolution.

L60.12.01 The Joint Staffing Committee shall track Supervised Alternative Learning (SAL) data on a bi-monthly basis and monitor workload each semester.

L60.13 Concerns regarding the equity of teaching assignments will be reviewed by the Joint

Staffing Committee.

L60.14 Each Teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes, free from assigned duties, between the hours of 10:15 a.m. and 1:30 p.m.

L60.15 Extra-curricular activities are voluntary and the Board agrees to continue to regard such activities as voluntary. Extra-curricular activities shall not be assigned to any Bargaining Unit Member.

L60.16 Concerns around the requirement for program modifications in a course in any pathway, following consultation with the Staffing Advisory Committee, will be reviewed by the JSC and supports will be considered.

L60.17 Secondary Student Success Review Committee for term of Collective Agreement.

There shall be a Secondary Student Success Review Committee that will meet at least twice per school year. The Committee will meet once each semester. The Committee shall be comprised of the Bargaining Unit President or designate, two OSSTF members and three representatives of the board. At the call of either party additional resource personnel may be utilized. The Committee will review the working conditions of all Student Success teachers designated to student success initiatives. Any recommendations for improvements will be addressed by the Joint Staffing Committee.

ARTICLE L61 SCHOOL ORGANIZATION

L61.01 Lead Teacher:

L61.01.01 ≤ 400 : 8 lead teachers
 ≥ 400 students < 600 : 9 lead teachers
 ≥ 600 students, < 800 : 10 lead teachers
 ≥ 800 students, < 1000 : 11 lead teachers
 ≥ 1000 students, 12 lead teachers

The Lead Teacher structure and curricular/departments alignments at any secondary school will be determined by the Principal of the School, in consultation with the School Staffing Committee. A copy of the structure will be forwarded to the Joint Staffing Committee.

L61.01.01 Lead Teachers shall be allocated to the schools on a fixed model, based on the calculations outlined in 61.01.01.

L61.02 Principal will group curricular areas for five-year terms, in accordance with school size, and based on school needs.

Every course offered in a secondary school shall be grouped according to Ministry Curriculum/Policy/Program Guidelines for: The Arts, Business Studies, Canadian and World Studies, Modern Languages (ESL, FSL, Classical and International), English,

Guidance and Career Education, Health and Physical Education, Mathematics, Native Languages, Science, Social Science and Humanities, Technological Studies, Co-operative Education, and Special Education including Alternative programs. The above groupings are eligible for lead positions as per Article L61.02-04 and are subject to change based on Ministry revisions.

L61.02.01 Courses from Interdisciplinary studies shall be placed in departments according to the curriculum document that contains the majority of expectations from the course.

L61.02.02 Courses from the First Nations, Metis and Inuit Studies document shall be placed in the department that corresponds to the course description from the ministry document (i.e., NBE will be part of the English department and NAC will be part of the Art department). Any disagreements will be addressed by the parties centrally.

L 61.02.03 Time lines for completing school organization discussions shall be determined by the Joint Staffing Committee of the board.

L61.03 A Lead Teacher appointed to be in charge of a department or combined departments shall hold specialist or honour specialist qualifications in one or more of the subjects taught in the Lead Teacher role for which the Teacher is appointed. Alternative programs within the Board shall be considered to be within the Special Education subject/program. The Lead Teacher must teach a minimum of 1/3 of their teaching time within the department of which they are the lead.

L61.03.01 A Lead Teacher will:

L61.03.01.01 develop activities in consultation with other teachers in their department to improve student learning and be an active member of the School Leadership Team, to develop and influence school-specific goals for School Improvement Planning and student achievement, making connections between Ministry, Board and school goals;

L61.03.01.02. participate in Lead Teacher, Department, Board and Ministry meetings, to review, revise and reflect on programs and curricular goals with a view to the continuous improvement of student learning;

L61.03.01.03 mentor and support the development of teachers and their instructional practice, in alignment with school/Board/Ministry initiatives and current/innovative educational trends to support student learning;

L61.03.01.04 participate in the planning of the school professional development to support student learning;

- L61.03.01.05 work within their budget to order such equipment, educational materials and supplies as are required by the department or combined department or program for effective instruction;
- L61.03.01.06 retain on file up-to-date copies of courses of study used by Teachers in the department or combined department or program of sufficient detail to permit the effective coordination of the courses of study;
- L61.03.01.07 recommend assignments and timetable allotments for the teaching staff of the department or combined department in accordance with Section 59.02 (Guidelines for timetabling staff).

L61.03.02 Teachers in charge of a department or combined department shall not evaluate Teachers.

L61.04 A Teacher appointed as a Lead Teacher shall hold specialist or honor specialist qualifications in at least one of the subjects designated within the department or combined departments to which the Teacher has been appointed.

L61.04.01 A Teacher appointed as a Lead Teacher shall perform the duties as outlined in Sections 61.03.01.01 to 61.03.01.07.

L61.05 If no appropriate candidates with specialist or honor specialist qualifications in the subject area apply for a position then a Teacher not holding specialist qualification in the subject area may be appointed from within the school where the leadership position is vacant on an Acting basis for not more than one school year. The position shall be re-advertised at the end of the school year in accordance with Section 64.07 and within timelines established by the Joint Staffing Committee.

L61.05.01 Where a candidate has the required qualifications but does not have a successful interview, the Board may appoint the candidate on an interim basis for one year. The candidate shall be provided with a debriefing (if requested).

L61.06 Openings for leadership positions shall be advertised to all permanent Secondary Teachers in the Board.

L61.06.01 All Lead Teacher positions shall be for a five year term.

L61.06.01.01 An incumbent may re-apply for a leadership position at the end of his/her term. Experience of an incumbent shall be considered in the making of appointments.

L61.06.01.02 Any leave taken during the term of the position shall be considered as part of the term of the position.

L61.07 Only full-time Teachers shall be eligible for positions to which a Lead Teacher has been assigned.

L61.08 The Principal is in charge of school organization;

L61.08.01 The Principal shall be assisted by the Staff Advisory Committee

L61.09 The Staff Advisory Committee of each school shall:

L61.09.01 assist the process for the review, development and implementation of the school organizational plan;

L61.09.02 communicate the criteria for selection and terms of each leadership position within the school and the system;

L61.09.03 keep on file and available to staff, regular minutes of decisions and recommendations;

L61.09.04 recommend to the principal the allocation of Lead Teacher assignments considering the size of the organizational unit, school goals and other criteria developed by the School Staff Advisory Committee.

L61.10 School Plan

L61.10.01 By timelines as established by the Joint Staffing Committee the Principal shall file, with the appropriate Superintendent and the OSSTF District President, the school plan, updated where appropriate, which describes the positions of responsibility and selection criteria.

L61.10.02 The positions of responsibility listed in each plan shall be recognized by the Board.

L61.11 The Joint Staffing Committee shall monitor the development of school organizational plans and examine all issues related to positions of responsibility not otherwise addressed in Article L61.

ARTICLE L62 TEACHER PERFORMANCE APPRAISAL

L62.01 Where the Education Act and its regulations provide the School Board the power to establish policies and rules relating to performance appraisal, the School Board shall establish policies and rules only in consultation with the Bargaining Unit.

L62.02 All differences between the parties arising from the interpretation, application, administration, or alleged violation of Part X.2 of the Education Act or any regulation,

guidelines, rule or policy under it, including any question as to whether a matter is arbitrable, are grievable and arbitrable in accordance with the grievance/arbitration provisions of this collective agreement. This provision shall apply also to all rules and policies relating to performance appraisal established by the School Board.

Notwithstanding time limits for filing a grievance in the provisions of this collective agreement, OSSTF may grieve any aspect of the performance appraisal procedure or the performance appraisal report of a Teacher up to the last day of the school year in which the performance appraisal occurred.

L62.03 A Teacher shall have the right to OSSTF representation at any meeting which is part of or results from the performance appraisal procedure following a performance appraisal which was rated unsatisfactory or development needed. Up to three (3) work days shall be allowed for the Teacher to secure OSSTF representation, and during this time, no further discussion of the matter shall occur between the evaluator or any other agent of the employer and the Teacher.

L62.04 Teachers in charge of organizational units shall not perform any aspect of performance appraisal.

L62.05 The Board shall not impose any requirements in a Teacher's Annual Learning Plan.

L62.06 A Teacher shall be evaluated only with respect to the areas of competency set out in the Schedule attached to Regulation 99/02 of the Education Act.

L62.07 Performance appraisal shall not include consideration of Teacher's involvement in extra-curricular programs or other voluntary activities.

ARTICLE L63 E-LEARNING

L63.01 Secondary school credits shall not be delivered by means of an "electronic classroom" without the knowledge of the Teachers' Bargaining Unit.

L63.02 A class which is taking a course for secondary school credit, delivered in whole or in part through electronically delivered curriculum, shall be subject to the same class size maxima/PPC maxima as other classes in the secondary system. Credits granted for such classes shall be used to generate FTE Teachers within the Teachers' Bargaining Unit.

L63.03 All lesson preparation, teaching, monitoring, evaluation, testing and reporting of marks for students taking electronically delivered credit courses shall be the responsibility of the member assigned to the electronic classroom.

L63.04 Unless otherwise agreed by the HPEDSB, the Bargaining Unit and the individual member assigned to the class, all electronically delivered courses shall be scheduled during the regular school day.

L63.05 A member teaching electronically delivered courses shall be assigned a work location in the member's secondary school.

L63.06 A member teaching electronically delivered courses shall correspond with students only through a Board server. The Board shall supply the member with remote access to the Board server at no cost to the member.

L63.07 A member teaching electronically delivered courses shall report to school board personnel only and shall be evaluated only by the principal or vice-principal of the member's school and/or supervisory officers employed by the Board.

L63.08 The Board agrees to provide the Bargaining Unit with all information pertaining to enrolment, staffing, funding and costs of credit courses offered by electronically delivered curriculum.

L64.09 a) For purposes of staffing and surplus declaration, a Teacher assigned to teach e-Learning credit courses shall be included in the staff complement of the secondary school which is the work location of the Teacher. Each time the school is staffed, the Teacher has the right to resume a full timetable of regular classes subject to the staffing provisions of this Collective Agreement.

L64.09b) All job postings for e-Learning credit courses shall be posted in accordance with Article L51 (New Positions and Vacancies) of this Collective Agreement.

ARTICLE L64 CRIMINAL RECORD CHECKS

L64.01 In accordance with Ontario Regulation 521/01 – Collection of Personal Information, criminal record checks and vulnerable sector screening will be required of all employees of the Board and all service providers and volunteers that have direct and regular contact with students. In accordance with the regulation this information will be kept current throughout the offence declaration process which occurs on an annual basis.

L64.02 A prospective employee must provide a satisfactory criminal record check and vulnerable sector screening at his or her own expense prior to commencing employment with the Board.

L64.03 The Board shall ensure that all reference checks, offence declarations and related documentation which are obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Human Resources Administrator and the H.R. Department staff, although this does not preclude consultations with appropriate officials under Section 64.04 below.

L64.04 The Board shall not release any information about an Occasional Teacher obtained pursuant to Regulations 521/01 of the Education Act or any subsequent regulation or law without the permission of the Occasional Teacher except for the purpose of considering a recommendation for disciplinary action against the Occasional Teacher or as otherwise required by law.

ARTICLE L65 TECHNOLOGICAL ENHANCEMENT PROGRAM

L65.01 The Board shall provide a Technological Enhancement Program Fund of \$33,000 per school year for Teacher/Occasional Teacher Bargaining Unit members covered by this Collective Agreement to enhance their facility with manipulating electronic information systems that relate to computers and education. The Board will rebate the \$33,000 in the fund to OSSTF District 29 by October 15th and the local Union will administer the fund and provide an accounting of the use of the fund upon request of the Board.

L65.02 Any unused funds at the end of the year will remain with the Joint Staff Development Committee the following year for use in either this fund or the Professional Development Fund.

ARTICLE L66 CONTINUING EDUCATION

L66.01 General Conditions and Definitions

- L66.01.01 Continuing Education for the purpose of this Collective Agreement refers to the Summer School and Night School Program of credit courses offered by The Hastings and Prince Edward District School Board.
- L66.01.02 The Board recognizes that the Ontario Secondary School Teachers' Federation is the sole authority to bargain for all Continuing Education Teachers employed by the Board. Any agreement made between the parties concerning Continuing Education Teachers shall form a part of the Collective Agreement with its own terms and conditions and, except as may be specifically agreed to by the parties, no other terms and conditions in the Collective Agreement shall apply to Continuing Education Teachers.
- L66.01.03 A Continuing Education Teacher shall mean a qualified Teacher employed by the Board to teach in a Continuing Education Program.
- L66.01.04 A credit shall be defined for the purpose of this Agreement as a course of studies taught in Night School or Summer School program for the number of hours determined by Ministry of Education and Training requirements for the granting of credits and the Hastings and Prince Edward District School Board guidelines for improvement credits. New credits shall be not less than 90 hours.

- L66.01.05 Courses of study shall meet the requirements of the Ministry of Education and Training and The Hastings and Prince Edward District School Board. Approved Board programs where available must be used in all subjects.

L66.02 Salary Schedule

- L66.02.01 Continuing Education Teachers, Guidance Teachers and Teacher-Librarians are paid an hourly wage.
- L66.02.02 The Parties agree that full courses shall be based on the following maximum numbers of hours:
- Night School - up to 120.0 hours
Summer School - up to 112.5 hours
- L66.02.03 It is understood and agreed that the salary rate per credit includes the requirement for performing all of the normal, regular and associated duties as required, including registration, instruction, individual assistance, examination and reporting to parents.
- L66.02.04 The Board may pay responsibility allowances for subject coordinators in the areas of English, Mathematics or Science. If the Board determines in consultation with the Summer School Principal, that coordinators are needed in one or more of these areas, the full allowance will be paid.
- L66.02.05 Continuing Education rates as follows:

Night School and Summer School Teachers:

Effective Date:	Rate:
September 1, 2019	\$43.71
September 1, 2020	\$44.15
September 1, 2021	\$44.59

Summer School Coordinator:

Effective Date:	Rate:
September 1, 2019	\$1521.74
September 1, 2020	\$1536.96
September 1, 2021	\$1552.33

L66.03 Method of Payment

- L66.03.01 Night School Teachers are paid monthly, in equal instalments.
- L66.03.02 Summer School Teachers are paid bi-weekly according to time sheets submitted by the Summer School Principal.
- L66.03.03 The Board shall deduct dues in accordance with Article L4.

L66.04 Staffing and Seniority

- L66.04.01 All Continuing Education positions shall be filled first by candidates in the following order:
 - Teachers on the Surplus List
 - THEN
 - Teachers on the Recall List
 - THEN
 - Teachers on the OT List
 - THEN
 - Teachers employed by HPEDSB
- L66.04.02 If conditions of surplus or redundancy apply, first preference for Continuing Education Teachers shall be given to surplus Teachers and Teachers as determined by Article L53 and Teachers whose entitlement has been reduced as a result of the staffing process.
- L66.04.03 Where a credit course has been cancelled prior to the commencement of the course, the affected Teacher will be placed first in the position of:
 - L66.04.03.01 the Teacher who is external to the Board Teacher with the least Summer School/Night School experience in the subject area(s) for which the affected Teacher is qualified and has indicated his or her preferences on the application; or
 - L66.04.03.02 if there are no external Teachers, the Teacher with the least regular contract seniority with the Hastings and Prince Edward District School Board in the subject area(s) for which the affected Teacher indicated his or her preferences on the application form.
- L66.04.04 Rejection of any placement described above will end the Board's obligation to the Teacher under this Article. The placement procedure will be administered by the Continuing Education Principal in consultation with the Superintendent responsible for Continuing Education and the President of OSSTF, District 29.

- L66.04.05 Where a credit course has been cancelled after one or more classes have been held, only the Teacher of that class will be affected and the seniority of that Teacher will not affect other Teachers. The Teacher shall continue to be employed for a minimum of two (2) instructional classes and shall be assigned duties by the Continuing Education Principal.

L66.05 Complaints/Grievance Procedure

- L66.05.01 The Grievance procedure in Article L6.0 shall apply to all Teachers covered by this Continuing Education Agreement.

L66.06 Cumulative Sick Leave Plan

- L66.06.01 Teachers contracted to teach in the Summer School/Night School Program shall be credited with two (2) sick leave days per credit course taught.
- L66.06.02 Each Teacher with The Hastings and Prince Edward District School Board who is employed at Summer School/Night School shall be entitled to have one hundred percent (100%) of the unused portion of his/her sick leave credit per course transferred at the end of Summer School to his/her cumulative sick leave credit with The Hastings and Prince Edward District School Board.

L66.07 Leaves of Absence

Leave with pay shall be granted to a Continuing Education Teacher:

- L66.07.01 for a period of quarantine when declared by the Medical Officer of Health or designate;
- L66.07.02 to serve as a juror or witness in any proceeding;
- L66.07.03 for a funeral in the immediate family, up to a maximum of three (3) days for each bereavement; an extension may be granted by the Director;
- L66.07.04 for funerals other than immediate family up to one day for each bereavement;
- L66.07.05 for special circumstances approved by the Director.

L66.08 Pregnancy/Parental Leave

- L66.08.01 Leave shall be granted in accordance with the Employment Standards Act.

L66.09 Termination

The Employer and a Teacher who is a continuing education Teacher shall give written notice to the other of not less than two (2) weeks should either wish to terminate the Teacher's employment;

- L66.09.01 before the last day of the course(s) being taught by the Teacher; or
- L66.09.02 provided that fewer than two (2) weeks are to elapse before the start time of the course.

L66.10 Postings

- L66.10.01 The Board shall post a notice by May 1 in each secondary school and the Education Centre inviting applications to teach credit courses in the ensuing Summer School Program.
 - L66.10.01.01 The Board shall post a notice for the position of Summer School Coordinator in the fall of the year.
- L66.10.02 The Board shall post a notice at least four weeks prior to the beginning of any Night School Program in each secondary school and the Education Centre inviting applications to teach credit courses in the ensuing Night School Program.
- L66.10.03 **Home Instruction**
 - L66.10.03.01 Where such positions arise the board shall post for applications for home instruction teachers at least 10 days prior to the beginning of the school year or as required throughout the school year in each secondary school and the Education Centre.
 - L66.10.03.02 Reference to Article L66.04.01 and L66.02.04
- L66.10.04 The Board shall post a notice in August, prior to the start of the school year, electronically and in each secondary school and the Education Centre inviting applications to teach and tutor credit courses in Adult Education Program and tutor in Home Instruction and International Student Program.
- L66.10.05 The Board shall provide the Bargaining Unit with an updated list of continuing education teachers by October 30th of each school year.
- L66.10.06 All postings in Article L66.10 shall be accessible electronically to all OSSTF members.

ARTICLE L67 OCCASIONAL TEACHERS

L67.01 Purpose

The general purpose of this Agreement is to:

- L67.01.01 establish mutually satisfactory relations between the Board and its Occasional Teachers.
- L67.01.02 provide means for the prompt disposition of grievances.

- L67.01.03 establish and maintain satisfactory working conditions, hours of work and wages for all Occasional Teachers who are subject to its provisions.

L67.02 Definition of Terms

- L67.02.01 **“Occasional Teacher”** shall bear the meaning given it in the Education Act, as amended from time to time.
- L67.02.02 **“Short Term Occasional Teacher”** shall refer to an Occasional Teacher who is required to teach for a period under Section 67.01 that is less than ten (10) consecutive school days.
- L67.02.03 **“Long Term Occasional Teacher”** shall refer to an Occasional Teacher who is required to teach for a period under Section 67.01 that is more than ten (10) consecutive school days.
- L67.02.04 **“Federation”** shall mean the Ontario Secondary School Teachers’ Federation.
- L67.02.05 **“Bargaining Unit”** shall mean OSSTF District 29.

L67.03 Recognition

L67.03.01 Management Rights

L67.03.01.01 Scope

The Federation and the Bargaining Unit recognize and acknowledge that the management of the operation and direction of Occasional Teachers are fixed exclusively in the Board and, without limiting the generality of the foregoing, the Bargaining Unit acknowledges that is the exclusive function of the Board to

- L67.03.01.01.01 Maintain order, discipline and efficiency and, in connection therewith, establish and administer rules, regulations, policies and procedures to be observed by the Occasional Teachers.
- L67.03.01.01.02 select hire, transfer and assign Occasional Teachers to positions, as well as determine the number of Occasional Teachers required.
- L67.03.01.01.03 administer and manage all of the affairs of the Board in accordance with the Acts and Regulations governing education in the Province of Ontario.

L67.03.01.02 Conditions

The Board's management rights set out in Section 67.03.01 are subject to the express provisions of this Agreement.

L67.04 Responsibilities of the Parties

There shall be no strike or lock-out during the term of this agreement. The terms "strike" and lock-out" shall be as defined in the *Ontario Labour Relations Act*.

L67.05 Salary Per Diem Rate

Effective September 2014, all Short-Term Occasional Teachers employed by the Board shall be paid a per diem rate of 85% of 1/194 of Category 1 Step 0 of Grid rate in Article L26.

- L67.05.01 Occasional Teachers on Long Term Occasional Teaching Assignments shall be placed on the Secondary Panel Grid (as per Article L26) at the salary level commensurate with their respective experience credits and OSSTF Certificate Rating Statement or QECO Qualification Rating Statement Category.
- L67.05.02 For daily Occasional Teachers the teaching day is recognized as 8 hours long for the purposes of qualification for Employment Insurance.
- L67.05.03 An Occasional Teacher who reports to a school for a teaching assignment for any portion of the day, and who finds that the Occasional Teacher's service is not required, shall be paid for the number of periods scheduled to work.

L67.06 Deduction and Remittance of Union Dues

- L67.06.01 On each date that an Occasional Teacher receives a pay cheque, the Employer shall deduct from each Occasional Teacher the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts of dues shall be determined by OSSTF and/or Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.
- L67.06.02 The OSSTF dues deducted in accordance with 67.06.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto Ontario M4A 2P8 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance will be accompanied by a list identifying the Occasional Teachers, the amounts deducted, and the number of days worked.
- L67.06.03 Dues specified by the Bargaining Unit in accordance with Section 67.06.01, if any, shall be deducted and remitted to the Treasurer of OSSTF District 29 at 114 Victoria Avenue, Belleville, Ontario K8N 2A8, no later than the fifteenth

of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Occasional Teachers, the amounts deducted and the number of days worked.

- L67.06.04 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

L67.07 Experience and Qualifications

L67.07.01 Professional Experience Credits

L67.07.01.01 Occasional Teachers shall be credited with Professional Experience for all previous approved and certified teaching experience up to and including but not exceeding the maximum salary in the salary level appropriate to their qualifications as determined pursuant to Section 67.07.02.

L67.07.01.02 Approved and certified teaching experience is defined as full-time equivalent teaching in a publicly supported school or, at the discretion of the Director of Education, in a privately supported school.

L67.07.01.03 Teaching experience occurring:

L67.07.01.03.01 At a College of Applied Arts and Technology or similar institution maintained by public support and under the Minister of Education of Ontario.

L67.07.01.03.02 At any Teachers' College or College of Education under the Minister of Education of Ontario.

L67.07.01.03.03 In a University; or

L67.07.01.03.04 With the Ontario Manpower Retraining Program.

will be admitted in a regular certified program as approved certified teaching experience for salary allowance purposes provided that the Occasional Teacher was in possession of an Ontario Teaching Certificate for the time period(s) involved.

L67.07.01.04 Approved and certified teaching experience includes daily assignments, Occasional Teacher assignments of .17 (one section) or more, night school and summer school credit courses with a maximum of two credits per summer.

L67.07.01.05 Fractions of increments for approved and certified teaching experience are not paid but where such teaching experience accrued includes a fraction of one-half (.5) of a school year, a full increment shall be paid therefore to the Occasional Teacher.

L67.07.02 Salary Level Placement

L67.07.02.01 Category classification shall be those established by the Ontario Secondary School Teachers' Federation. For the purpose of salary categorization the Board recognizes that, except for errors and omissions, the Certification Rating Statement issued by the OSSTF Certification Board or QECO Evaluation Council shall be final.

L67.07.02.02 It shall be the responsibility of an Occasional Teacher to provide the Board with documentary proof in the form of an OSSTF Certification Rating Statement or QECO Evaluation Council as to his/her appropriate category rating.

L67.07.02.03 Where no OSSTF Certification Rating Statement or QECO Qualification is available, that secondary school Occasional Teacher shall be placed in Category 1 of the salary schedule.

L67.07.03 Salary Level Adjustment

L67.07.03.01 For secondary school Occasional Teachers the OSSTF or QECO Certification Rating endorsed with a category rating is the document accepted by the Board for the purpose of making salary level adjustments.

L67.07.03.02 Upon receipt of an OSSTF or QECO Certification Rating Statement, a newly hired Occasional Teacher shall be paid retroactively to the first day worked at the salary level appropriate to the higher category rating. An Occasional Teacher qualifying for category change under the OSSTF or QECO Certification Plan in effect on the date of the Teacher's application shall be entitled to the salary rate reflected in the higher category.

L67.07.03.03 An Occasional Teacher requesting a change in category by OSSTF under the OSSTF or QECO Certification Plan shall file a copy of the application for certification change with the

Human Resources Officer, Teaching Staff, coincident with the application to OSSTF.

- L67.07.03.04 An Occasional Teacher who fails to file a copy of the application for certification change with the Board shall be entitled to the salary reflected in the highest category commencing with the month following the date on which the OSSTF or QECO Certification Rating Statement was submitted to the Board.

L67.08 Evaluation and Personnel Files

L67.08.01 Evaluation

- L67.08.01.01 Only Supervisory Officers, Secondary Principals and Vice-Principals shall evaluate an Occasional Teacher's competence.
- L67.08.01.02 A Long-Term Occasional Teacher in an assignment of greater than twenty (20) days may request an evaluation by the applicable School Administrator (Principal or Vice-Principal)

L67.08.02 Just Cause

- L67.08.02.01 Occasional Teachers may be terminated at any time for Just Cause.

L67.08.03 Personnel Files and Medical Files

- L67.08.03.01 There shall be one official personnel file respecting an Occasional Teacher
- L67.08.03.02 Medical files shall be maintained at the Board Office separately from personnel files.
- L67.08.03.03 Occasional Teachers shall receive copies of any materials placed in their personnel files within (3) calendar days of the material being filed.
- L67.08.03.04 The signature of an Occasional Teacher on any document respecting the performance or conduct of that Occasional Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- L67.08.03.05 An Occasional Teacher shall have the right to place material in his/her personnel file.

- L67.08.03.06 An Occasional Teacher, either alone or accompanied by one (1) other person, shall have access to the Occasional Teacher's personnel file under the supervision of a Principal or the Superintendent of Human Resources, Teaching Staff. Such access shall be upon prior arranged appointment. At the request of the Occasional Teacher, any person accompanying the Occasional Teacher shall also have access to the Occasional Teacher's personnel file.
- L67.08.03.07 No material shall be removed from the file except by mutual agreement of the Board and the Occasional Teacher. One (1) copy of material in the file shall be provided to the Occasional Teacher upon request.
- L67.08.03.08 If the Occasional Teacher disagrees with any information in the Occasional Teacher's personnel file, the Occasional Teacher may place a letter in the file identifying the disputed material and stating the Occasional Teacher's position on the material.
- L67.08.03.09 Documents contained in an Occasional Teacher's personnel file which are of a disciplinary or negative nature, including evaluation reports which the Occasional Teacher considers negative, shall be removed from the file and returned to the Occasional Teacher no later than two (2) years after their date of issue provided no further incidences of the same nature have occurred during the two-year period and no continuing reference to the documents removed shall remain in the file.

L67.09 Keys for Daily Occasional Teachers

All daily Occasional Teachers shall be assigned a key(s) to permit them access to their classroom assignment and workspace necessary to the performance of their duties and the maintenance of a safe, secure environment. Upon completing their daily assignment, the assigned key(s) must be returned to the person or designate who assigned the OT their key.

L67.10 Non-Instructional Days

- L67.10.01 **Long Term Occasional Teachers** may attend Non-Instructional Days scheduled by the Board. If such Occasional Teacher attends the Non-Instructional Day, he/she shall be paid for such attendance.
- L67.10.02 **All Other Occasional Teachers** other Occasional Teachers may attend, without pay, scheduled Non-Instructional Days arranged by the Board. Requests should be made to the Principal.

L67.10.03 **In-Service Programs** - All Occasional Teachers shall, upon request, have access to the Board's In-Service Programs on a voluntary basis without pay.

L67.10.04 **New Occasional Teachers in Long Term Occasional Teaching Assignments shall be included in the Board's New Teacher Induction Program (NTIP).**

L67.11 **Staffing**

L67.11.01 **Occasional Teacher List**

L67.11.01.01 The Board will establish an Occasional Teachers List with 2 Levels:

L67.11.01.01.01 Level 1 list shall include all Occasional Teachers without conditions attached to their availability.

L67.11.01.01.02 Level 2 list shall include Occasional Teachers with availability conditions. (LTO's, Retirees with restriction of 50 days) [Cap Level II @ 10%.]

L67.11.01.02 **Membership on the List**

L67.11.01.02.01 An Occasional Teacher must be a member in good standing of the Ontario College of Teachers to be eligible for inclusion on the Occasional Teacher List.

L67.11.01.02.02 Only those Occasional Teachers whose names are on the Occasional Teachers List shall be called for short term and long-term teaching assignments except in emergency circumstances as recognized in the *Education Act* and Regulations.

L67.11.01.03 **Bargaining Unit Copy**

L67.11.01.03.01 The Board shall provide the Bargaining Unit with a copy of an updated Occasional Teacher List by October 15 and February 15 each year. Occasional Teachers will be identified as "Inactive", "Long Term Assignment", "Leave of Absence", where applicable.

L67.11.01.04 Information

The Occasional Teacher List shall provide the following information:

L67.11.01.04.01 Name, telephone number, subjects that the Occasional Teacher is qualified to teach, number of days or specific days of the week the Occasional Teacher is willing to work, preference or restriction regarding specific schools and indication of interest in Long Term assignments and contractual positions.

L67.11.01.04.02 Occasional Teachers shall notify the Human Resources Department, in writing, of any change of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

L67.11.01.05 Capacity

The total number of Occasional Teachers, Level I and Level II will be maintained at fifteen percent (15%) of the Full Time Equivalent of contractual teaching staff in June of the preceding school year. In addition, part-time OSSTF members employed with HEPDSB and any OSSTF members remaining surplus to the system will be added to the Level 1 list.

L67.11.01.06 Maintenance and Monitoring

L67.11.01.06.01 School Lists

Each Occasional Teacher shall be assigned to two (2) Secondary Schools. The Board shall attempt to match each Occasional Teacher to the schools of his/her preference. However, the Board reserves the right to assign each Occasional Teacher to particular schools based upon System needs.

L67.11.01.06.02 Level 2 List

Long Term Occasional Teachers will have their names added to the Level 2 list and removed from Level 2 list when they have completed their Long-Term Assignment. In the event that their assignment is extended, they will remain on the Level 2 list until

such time as they are available. A Long-term Assignment is defined as an assignment with a known beginning and ending date and is longer than ten (10) days.

L67.11.01.06.03 A Retired Occasional Teacher's name shall be removed from the Level 2 list when they no longer qualify to teach a minimum of 50 days in any one school year.

L67.11.01.06.04 **Assignment of Occasional Teachers**

Call outs for teaching assignments shall be done by Level. The call-out system shall call Occasional Teachers on Level 1, based on qualifications and appropriate teaching specialties prior to calling Occasional Teachers assigned to Level 2.

The board will provide OSSTF District 29 in writing monthly of details as required for each situation in which they have been unsuccessful in assigning someone on the occasional teacher list to an assignment.

L67.11.01.06.05 Where there is a part-time Long Term Occasional Teacher on the staff of a school, the Principal may deploy them to the extent of their unassigned time to cover a regular Teacher's absence.

L67.11.01.06.06 Where there is a part-time Teacher on the staff of a school, the principal may deploy them to the full extent of their unassigned teaching time to cover for a regular Teacher absence within the workload limits in Article 60.

L67.11.01.06.07 **Intent to Teach Form**

It is the responsibility of the Occasional Teacher to inform the Human Resources Officer if they no longer wish their name to be on the Secondary Occasional Teacher List. If no contact is made by the Occasional Teacher to the Human Resources Officer, it will be assumed the Occasional Teacher is still active for the following September.

L67.11.01.06.06 **Advertisement**

The Board shall, when necessary, advertise in the print media that it is receiving applications for Occasional Teachers. Qualified applicants on the Board's Short List will be interviewed and may be

recommended for inclusion on the Occasional Teacher List.

L67.11.01.06.07 Non-Contactability and Refusals

The Occasional Teacher who, over a period of ten (10) consecutive school days, cannot be contacted for work or who refuses two (2) assignments and does not provide reasonable grounds shall be deemed to have resigned and shall have their names deleted from the Occasional Teacher List.

L67.11.02 Long Term Occasional Teaching Assignments

L67.11.02.01 Posting

When an assignment has known beginning and ending dates and is longer than thirty (30) days, such vacancy shall be posted for at least five (5) days prior to the closing date for applications. A copy shall be forwarded to OSSTF District 29.

L67.11.02.02 Hiring for Long Term Teaching Assignments

When a Long-Term Occasional Teaching position becomes available, the Board shall fill the position with an Occasional Teacher on the Occasional Teachers List when a qualified candidate is available. The Board shall consult with the President of OSSTF District 29 when no Occasional Teacher on the Occasional Teachers List exists to fill the position.

L67.11.02.02.01 An Occasional Teacher must be on the Occasional Teacher list a minimum of 10 working days prior to a Long-Term Occasional posting in order to be eligible to apply for that Long-Term Occasional vacancy. The business day in which OSSTF is notified of a new hire to the Occasional Teacher list will be the day the individual is first on the list.

L67.11.02.03 Long Term Assignments

L67.11.02.03.01 A written statement shall be issued to all Occasional Teachers on a long-term assignment indicating:

- i) Beginning date
- ii) Ending date (if known)
- ii) School and Teaching position for the assignment
- iii) Grid position of the Occasional Teacher in the assignment.

L67.11.02.03.02 In the event that the long-term assignment is to be terminated prior to the originally scheduled termination date, the Long-Term Occasional Teacher shall be given five (5) teaching days' notice or five (5) days' pay in lieu of notice, unless the termination of the assignment is for just cause.

L67.11.02.03.03 In the event that the Teacher being replaced adjusts the date(s) of the leave by requesting an earlier start date or an extension of the end date, the Occasional Teacher shall be asked to adjust the date(s) of the long-term assignment. A refusal to adjust the start or end date shall not negatively impact on the Occasional Teacher's right to the originally scheduled Long Term Assignment.

L67.11.03 Secondary School Teaching Positions

L67.11.03.01 Applications

The Board shall consider the written applications from Occasional Teachers who are currently on the Occasional Teacher List who have indicated an interest (on the "Intent to Teach" form) in full-time or part-time contractual employment before it advertises externally.

L67.11.03.02 Interviews

Qualified applicants who are on the Board's Short List (Preferred Hiring List), shall be granted an interview. Interview debriefings shall be granted, upon request, in a timely manner to the applicants.

L67.11.03.03 Board's Obligations

It is understood that the Board is under no obligation to appoint any applicant resulting from the posting of any contract/permanent position.

L67.12 Grievances

The definition, process and timelines for resolution of grievances for Occasional Teachers shall be identical to that outlined in Article L6.

L67.13 Leaves of Absence

L67.13.01 Generation Rate

A Long-Term Occasional Teacher, with or without a Schedule "A" Agreement, shall be entitled to two (2) paid Sick Leave days per teaching month.

L67.13.02 An Occasional Teacher hired for full-time or part-time contractual employment shall be credited with accumulated sick days to a maximum of 60 days. The number of sick days credited for a part-time contract shall be prorated accordingly.

L67.13.02.01 Accumulation

Sick Leave days shall be cumulative within a Long-Term Occasional Teaching Assignment and from One Long Term Occasional Teaching Assignment to another within the same school year.

L67.13.03 Leaves of Absence with Pay - Not Chargeable to Sick Leave Account

Leave with pay and without loss of benefits, experience or seniority shall be granted to a Long-Term Occasional Teacher:

L67.13.03.01 for a period of quarantine when declared by the Medical Officer of Health or designate.

L67.13.03.02 to serve as a juror or by reason of a subpoena being a witness in any proceeding to which he/she is not a party to

one of the persons charged, provided that the Teacher pays to the Board any fee exclusive of traveling allowances and living expenses that he/she receives as a juror or as a witness.

L67.13.03.03 for a funeral in the immediate family, up to a maximum of three (3) days for each bereavement; an extension may be granted by the Superintendent of Human Resources.

L67.13.03.04 for funerals other than immediate family up to one (1) day for each bereavement.

L67.13.03.05 for concerns related to hazards in the workplace (e.g. Board chemicals, paint).

L67.13.03.06 for non-attendance because of inclement weather.

L67.13.03.07 for special circumstances as approved by the Superintendent of Human Resources.

L67.13.04 **Personal Leave**

Long Term Occasional Teachers may be granted a Leave of Absence without pay for personal reasons, subject to the discretion of the Superintendent of Human Resources for a period not exceeding two (2) days during the term of the assignment.

L67.13.05 **Pregnancy and Parental Leave**

Pregnancy and Parental Leave shall be granted upon request in accordance with the Employment Standards Act.

L67.13.06 **General Leave**

Upon reasonable notice to the Board, an Occasional Teacher shall be granted a Leave of Absence from employment, without pay and without loss of rights to future work, for a period of two (2) weeks or more, up to an including, but not exceeding, except with the mutual consent of the Board and the Occasional Teacher, a period of one (1) school year, provided that the Occasional Teacher is not disrupting a Long-Term Occasional Teaching Assignment. The Occasional Teacher shall notify the Board at least thirty (30) days prior to the expiration of the Leave of Absence, of his/her intention to return to active status on the Occasional Teacher List.

L67.13.07 **Status on Occasional Teacher List**

During Pregnancy, Parental and General Leaves, the Occasional Teacher's name shall be noted as "Inactive" on the Occasional Teacher List. His/her name shall be returned to "Active" on the Occasional Teacher List at the end of the Leave of Absence, upon written notification by the Occasional Teacher to the Board.

L67.14 Benefits

L67.14.01 Long Term Occasional Teachers

Long term Occasional Teachers hired for a long-term teaching assignment shall be entitled to participate in the Employee Benefits Plan available to secondary school Teachers as outlined in Article L21 subject to the terms and conditions of the insurance policies providing these benefits and the terms and conditions of the Collective Agreement.

L67.14.02 Components

Effective upon ratification, Occasional Teachers who worked sixty (60) full-time equivalent days for the Board in the previous school year and who remain available to teach at least sixty (60) full-time equivalent days in the current school year shall, subject to the conditions set out below, be eligible to participate in any or all of the following Employee Benefit Plans:

L67.14.02.01 Group Life Insurance

The Group Life Insurance Plan provides for:

L67.14.02.01.01 \$ 25,000 coverage

L67.14.02.01.02 \$100,000 Accidental Death and
Dismemberment

L67.14.02.02 Extended Health Care

Should the number of days available for daily Occasional Teachers to qualify for benefit eligibility be reduced by HPEDSB system and/or provincial authority, the eligibility threshold noted in Article L67.14.02 shall be reduced by the same percentage as eligible workdays lost to such circumstances.

The Extended Health Care Plan includes:

L67.14.02.02.01 Private and Semi-Private
Hospitalization Coverage

L67.14.02.02.02 Vision Care

L67.14.02.02.03 Drug Plan

L67.14.02.02.04 Deluxe Out-of-Province Coverage

L67.14.02.03 **Dental**

The Dental Plan includes:

- L67.14.02.03.01 Basic Dental Plan
- L67.14.02.03.02 Rider 2 - Dentures
- L67.14.02.03.03 Rider 3 - Orthodontics
- L67.14.02.03.04 Rider 4 - Restorative

at current ODA Fee schedule minus one (1) year.

L67.14.03 **Application and Eligibility**

L67.14.03.01 **Benefits Election Form**

Each eligible Occasional Teacher shall, not later than June 30th of each year, contact the Board's Benefits Coordinator for a Benefits Election Form.

L67.14.03.02 **Continuation**

An eligible Occasional Teacher who elects to participate in the Employee Benefit Plan(s) shall be a participant in the Plan(s) from September 1 to the following August 31 providing that he/she:

- L67.14.03.02.01 remains on the Board's Occasional Teacher List
- L67.14.03.02.02 remains available to work at least sixty (60) full-time equivalent days as an Occasional Teacher, except as may be otherwise permitted by the Board; and
- L67.14.03.02.03 pays the Occasional Teacher's share under Section 67.13.04

L67.14.03.03 **Renewal**

An Occasional Teacher currently enrolled in the employee Benefit Plan may continue participation in that Plan from the next September 1 to the following August 31 providing that he/she

L67.14.03.03.01 works at least sixty (60) full-time equivalent school days with the Board during the current school year

L67.14.03.03.02 fulfils the conditions set out under Section 67.13.03.02.

L67.14.03.04 Non-Compliance

If the Occasional Teacher fails to comply with any of the conditions of Section 67.13.03, her/his enrolment shall immediately terminate and he/she shall not be eligible to re-enrol except as permitted by the Plan(s), and then not until he/she again becomes eligible under Section 67.13.03.

L67.14.03.05 Withdrawal

Any Occasional Teacher having selected benefits who then chooses to withdraw from the Plan(s) shall not be eligible for reinstatement for the balance of the current school year.

L67.14.04 Premiums

L67.14.04.01 Effective September 1, 2000, the Board will pay 75% of the cost of the premiums.

L67.14.04.02 The eligible Occasional Teacher's share of the premium cost shall be paid according to the procedures determined by the Board.

L67.14.05 The Board will offer all Occasional Teachers e-mail service for educational and administrative purposes.

L67.15 SEMS - Substitute Employee Management System for Occasional Teachers assignments

L67.15.01 An automated calling system, shall be employed to engage short-term occasional teachers, whenever a teacher is absent, in accordance with Article L60.06. During the weekdays the system will begin calling at 6:00 p.m. and conclude at 9:30 p.m. For same day assignments the system will begin calling at 6:00 a.m. and conclude at 7:00 a.m. After this time if the assignment is left unfilled the administrator will proceed to fill the assignment in accordance with Article L67.

L67.15.02 Unless otherwise agreed, the automated calling system shall operate so as to guarantee an equitable distribution of work for all short-term occasional

teachers whose names are on the Occasional Teachers List referred to in Article L67 and who are available for work. In exceptional circumstances as agreed to by the parties, SEMS may be overridden.

- L67.15.03 An Occasional Teacher's name shall be removed from the list for the following reasons:
- for just and sufficient cause as per Article L40 and Article L67.08.02.01
 - for failure to return the agreement to teach form by June 30th
 - for non-contactability and refusal of assignments as per Article L67.10.01.06.10
- L67.15.04 Effective at the ratification by both parties of this agreement, there shall be established a Joint SEMS Implementation Committee comprised of 3 members of the Bargaining Unit and 3 Employer representatives. The committee shall meet at the call of either party to discuss issues related to the implementation and maintenance of the SEMS automated call-out system. This committee will make the decision concerning full implementation of SEMS in all secondary schools.
- L67.15.05 Modifications to the operation of the automated calling system shall only be made with the mutual written consent of the parties to this Agreement.
- L67.15.06 Monthly, the Employer shall provide to the Union,
- the records of all calls by the automated calling system and data collected
 - the use and assignments of personnel not on the occasional teacher list. As per Article L67.10.01.06.05 amended.
 - information about calls and data under the procedure outlined in Article L67.10.01.06.

L67.16 Each Short Term Occasional Teacher shall be provided with an Occasional Teacher Class Coverage Folder. Within 60 days of ratification, a workgroup consisting of 3 members appointed by the HPEDSB and 3 Teachers appointed by OSSTF District 29 shall develop minimum requirements for class coverage folders.

ARTICLE L68 LABOUR MANAGEMENT COMMITTEE

L68.01 There shall be a Labour-Management Committee consisting of two (2) members appointed by the Employer and two (2) members appointed by the Bargaining unit.

L68.02 The committee shall meet as required at the request of the Bargaining Unit Executive or of the Employer to discuss matters of common concern.

L68.03 Meetings of the Committee shall take place during normal working hours and shall be considered time worked for the Bargaining unit members of the Committee.

ARTICLE L69 PRE-NEGOTIATIONS DATA COMMITTEE

L69.01 The Board and OSSTF will assist each other in gathering common data regarding school and systems operations and programs to provide both parties with information required for decision-making during negotiations.

ARTICLE L70 BUDGET COMMITTEE

L70.01 Each Secondary School shall have a budget committee which shall include three elected members representing OSSTF.

ARTICLE L71 SCHOOL CLOSURE

L71.01 Following the Board's vote to close a secondary school, the Board and the Federation shall develop a protocol to deal with affected staff.

ARTICLE L72 ACT OR REGULATION CHANGES

L72.01 In the event that the Government of Ontario or the Government of Canada passes or amends Statutes and/or Regulations, and in the opinion of either party such action has brought about changes in the terms and conditions of work from those originally described by the parties in the Collective Agreement, the parties shall meet within fifteen (15) days of the written request of either party for such meeting.

L72.02 The parties shall attempt to agree on a method of modifying the Collective Agreement by mutual consent to restore to members of OSSTF District 29 the terms and conditions of work contracted when the agreement was made. The principle of restoration is to apply when not specifically contrary to the new Statutes or Regulations.

L72.03 In the event that the parties fail to agree that a modification of terms and conditions of work has taken place, or if the parties cannot agree on the necessary amendments to restore the terms and conditions originally agreed upon, the matter shall be referred to an arbitrator according to the conditions in Article L6 of the Grievance Procedure.

MEMORANDUM OF SETTLEMENT

Between

**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL
BOARD**

(hereinafter "the
Board")

-and-

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
DISTRICT 29, TEACHERS/OCCASIONAL TEACHERS
BARGAINING UNIT** (hereinafter "the Union")

WHEREAS the Ontario Secondary School Teachers' Federation and the Ontario Public School Boards Association and the Province of Ontario have negotiated and ratified a Collective Agreement with respect to issues that are within the scope of central bargaining (the "Central Agreement");

AND WHEREAS the Central Agreement requires that the parties amend their current collective agreement such that Part "A" shall comprise those terms which are central terms and Part "B" shall comprise those terms which are local terms;

AND WHEREAS the parties to this Memorandum of Settlement have been engaged in negotiations toward the completion of a new Collective Agreement with respect to issues that are within the scope of local bargaining;

AND WHEREAS the parties have reached a tentative agreement with respect to issues that are within the scope of local bargaining;

Therefore, the parties agree and acknowledge as follows:

1. the documents attached hereto as Appendix "A" constitute a settlement of a new Collective Agreement with respect to issues that are within the scope of local bargaining;
2. any provisions that are within the scope of local bargaining that are not addressed herein shall remain as per the language of the current Collective Agreement;
3. the settlement of the new Collective Agreement with respect to issues that are within the scope of local bargaining shall be recommended for ratification by the parties to their respective principles;
4. any proposal or position which may have been taken or submitted by either of the parties hereto and which are not part of this Memorandum of Settlement are hereby withdrawn;

5. all provisions of this Memorandum of Settlement shall become effective on the first business day following ratification by the second of the parties to do so, unless the express terms of the provision require otherwise;
6. all provisions of this Memorandum of Settlement are conditional upon the ratification by the parties no later than March 22, 2021;
7. and, upon ratification, the parties shall meet and continue to work in good faith toward amending the current Collective Agreement to reflect the changes required by way of the Central Agreement, including the renumbering of provisions and the process of formalizing Part “A” and Part “B” of the Collective Agreement.

Signed this 4th day of March 2021, at Aylmer, Ontario

For the Board:

Michael P. Sereda

For the Union:

Andrew Wachner

LETTER OF AGREEMENT
Between
HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD
AND
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
REPRESENTING
THE TEACHERS' BARGAINING UNIT – OSSTF DISTRICT 29

Re: Surplus, Voluntary Mobility and Administrative Transfer Processes

1. This work pertains to Articles 52, 53 and 54 in the Hastings and Prince Edward District School Board and OSSTF District 29 collective agreement. The parties agree to review and make recommendations to align with the Collective Agreement and the Joint Staffing Committee processes and update contractual language, while taking into consideration the staffing needs of the district. These recommendations will inform future bargaining and language within the collective agreement.
2. The following timelines will guide the work of the group.
 - a. Within 30 days of ratification of the collective agreement the work group should be established and have held its initial meeting to discuss the components of the work to be undertaken and to establish guiding principles and norms. The work group shall be comprised of the Bargaining Unit President, Superintendent of Human Resources Services as well as up to four additional OSSTF members and four additional members for the board. The Bargaining Unit President and Superintendent of Human Resource Services co-chair the work group.
 - b. Recommendations, agreed upon by both parties, will guide the 2016 spring staffing process.

Dated at Belleville, Ontario this _____ day of _____, 2015.
For the Ontario Secondary School Teacher's Federation

For the Hastings and Prince Edward District School Board

LETTER OF AGREEMENT
Between
HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD
AND
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
REPRESENTING
THE TEACHERS' BARGAINING UNIT – OSSTF DISTRICT 29

Re: School Organization Related to Department Headships Work Group

The parties agree to review and make recommendations regarding school organization as it relates to the roles and responsibilities of department headships, the structure of department headships, and the development and implementation process and timelines for the school organization plan.

The recommendations, agreed upon by both parties, will inform future bargaining and language within the collective agreement.

Upon completion of the 2016 Department Headship staffing process the workgroup should be established and have held its initial meeting to discuss the components of the work to be undertaken and to establish guiding principles and norms. The workgroup shall be comprised of the Bargaining Unit President, Superintendent of Curriculum Services as well as four additional OSSTF members and four additional members for the board. The Bargaining Unit President and Superintendent of Curriculum Services co-chair the work group.

The Workgroup will complete its review and recommendations by June 30th, 2017

Dated at Belleville, Ontario this _____ day of _____, 2015.
For the Ontario Secondary School Teacher's Federation

For the Hastings and Prince Edward District School Board

LETTER OF AGREEMENT
Between
HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD
AND
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
REPRESENTING
THE TEACHERS' BARGAINING UNIT – OSSTF DISTRICT 29

Re: Exam Workload Committee

An Exam Workload Committee will be created to be composed of: a Superintendent, H. R. Officer, two board representatives, District President, District Officer and two OSSTF representatives.

The committee will have an initial meeting prior to January 1st, 2016 to define the scope of the committee's work. A report will be completed no later than May 1st, 2016 and the findings within the report constitute the working draft for future examination time periods.

The following items addressed by the committee may include: teacher duties related to supervision, report card completion, promotion meetings and deadlines for marks and comments.

Dated at Belleville, Ontario this _____ day of _____, 2015.
For the Ontario Secondary School Teacher's Federation

For the Hastings and Prince Edward District School Board

**Letter of Agreement
Between
The Hastings and Prince Edward District School Board
And
The Ontario Secondary School Teachers' Federation, District 29**

Staffing Allocation from PDT

The parties will use the Joint Staffing Committee to review and deploy the staffing allocation in the Appendix "Student Success Teachers" of the PDT Agreement between the Ontario Secondary School Teachers' Federation and the Hastings and Prince Edward District School Board dated _____ within the following parameters.

The Joint Staffing Committee shall meet in accordance with the time-lines agreed to by the Joint Staffing Committee of each year to discuss the implementation of item C below.

- A) As part of their Board-Wide Improvement Plan and comprehensive Student Success Plan, and within the resources provided by the Government, the Board will articulate a strategy to enhance programs and services for students over four (4) years.
- B) The parties acknowledge their Joint Staffing Committee to locally identify and promote effective practices for student success.
- C) This strategy will lead to the deployment and identification of a minimum average of 1.0 Student Success Teacher FTE per secondary school.

The number of FTE Student Success Teachers shall be, based on enrolment projections. Staffing numbers will be finalized when actual enrolment numbers are known.

Year	Sections	Total Sections
2008-2009	8 sections	8
2009-2010	7 sections	15
2010-2011	11 sections	26
2011-2012	10 sections	36
2012-2013	10 sections	46

- D) The strategy shall determine the deployment of the Student Success Teachers according to the following criteria:
 - o release time to enhance individual support for at-risk and disengaged students;
 - o credit recovery and/or credit rescue;
 - o increases in course offerings to improve student engagement;
 - o strategic class size reductions (e.g. in Applied courses);
 - o other evidence-based strategies that improve student outcomes, as determined locally.

The Hastings and Prince Edward District School Board and OSSTF District 29 are committed to improve student achievement, reduce gaps in student outcomes, and increase confidence in publicly funded education. This statement is non-grievable.

Dated at Belleville, Ontario this ____ day of _____, 2009.

On behalf of the Hastings and
Prince Edward District School Board

On behalf of District 29, OSSTF

LETTER OF AGREEMENT

between

HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

and

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION

representing

THE TEACHERS' BARGAINING UNIT - OSSTF DISTRICT 29

RE: Multi-Subject Instructional Period

The Parties agree as follows:

1. That the working conditions and workload at Bayside Secondary School meet those within the Collective Agreement.
2. No other secondary school may implement MSIP without mutual consent of the parties.
3. The total number of MSIP periods for which a fulltime teacher is responsible shall not exceed 75 per semester for the life of this agreement.
4. Teachers scheduled in the MSIP period will only be responsible for the reporting of learning skills for the student assigned, and for assisting students with mastering instructional expectations and reporting attendance for purposes of reporting within the school. No new expectations during the MSIP period will be assigned.
5. The MSIP shall be limited to a total of no more than 28 students.
6. The School Staff Advisory Committee will review the teacher's MSIP schedules as part of their duties outlined in Article L57 of the collective agreement.

Dated at Belleville, Ontario this _____ day of _____, 2009

For the Union:

For the Board:

LETTER OF AGREEMENT
between
HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD
and
THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION
representing
THE TEACHERS' BARGAINING UNIT - OSSTF DISTRICT 29

Re: Credit Delivery

1. The Parties agree that Article L60.01 in the Collective Agreement between OSSTF District 29 and The Hastings and Prince Edward District School Board defines the instructional model by semester for secondary Teachers.
2. Any alternate models of credit delivery (i.e. One credit through two semesters) must be approved by the Teacher, the Board, and the Bargaining Unit.
3. The Bargaining Unit may request rationale to support such a request from the School Staff Advisory Committee.

Dated at Belleville, Ontario this _____ day of _____, 2005

For the Ontario Secondary School Teacher's Federation

For the Hastings and Prince Edward District School Board

Letter of Understanding

Between

HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD

And

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION, District 29

Benefit Improvements

Whereas the government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2010-11 the benefit benchmark by .26%;

The parties agree that the estimated funding enhancement for benefits is \$295,113.00 and the allocation of OSSTF District 29 bargaining unit's proportional share of this amount is calculated as the ratio between OSSTF District 29 bargaining units FTE to the total FTE of the Board's unionized and non-unionized employees, excluding occasional teachers, as will be reported in the Board's 2008-2009 financial statements. It is estimated the proportional share for members of OSSTF District 29 is \$70,626.

The benefit enhancements for implementation September 1, 2010 are as follows:

1. Vision Care – increase coverage to \$400. every 24 months
2. Extended Health Care – paramedical services and therapeutic massage
- \$300 annual limit (no per visit maximum)
3. Hearing Aids - \$400. Every 48 months
4. Dental – increase board share to 100% of dental plan (current ODA Schedule minus 1 year as of January 1st of each year) including orthodontic and major restorative riders.

Signed this 14th day of January 2009.

FOR THE BOARD

FOR THE UNION

Letter of Understanding
Between
THE HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD
And
THE ONTARIO SECONDARY SCHOOL TEACHER'S FEDERATION, District 29

Article L61.05.01

The parties agree that the board shall not deny a candidate the opportunity present in Article L61.05.01 without just cause.

Dated this 14th day of January, 2009, BELLEVILLE, Ontario.

For the Union:

For the Board:

**COLLECTIVE AGREEMENT
2019 – 2022**

BETWEEN

THE PROVINCIAL SCHOOLS AUTHORITY

AND

**THE PROVINCIAL SCHOOLS AUTHORITY
TEACHERS
(represented by the OSSTF DISTRICT 30)**

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NOTE: Any references to occasional teacher, long term occasional teacher and LTO in Part A – OSSTF Central Agreement are references to the general education sector and in accordance with the *Provincial Schools Authority Act* are not applicable to the Provincial Schools Authority and the Provincial Schools Authority Teachers (as represented by OSSTF District 30).

PART A – OSSTF CENTRAL AGREEMENT

C1.00 STRUCTURE AND CONTENT OF COLLECTIVE AGREEMENT

C1.1 Separate Central and Local terms

- a) The collective agreement shall consist of two parts. Part “A” shall comprise those terms which are central terms. Part “B” shall comprise those terms which are local terms.

C1.2 Implementation

- a) Part “A” may include provisions respecting the implementation of central terms by the school board and, where applicable, the bargaining agent. Any such provision shall be binding on the school board and, where applicable, the bargaining agent. Should a provision in the Central Agreement conflict with a provision in the Local Agreement, the provision in the Central Agreement, Central Term will apply.

C1.3 Parties

- a) The parties to the collective agreement are the school board and the bargaining agent.
- b) Central collective bargaining shall be conducted by the central employer and employee bargaining agencies representing the local parties.

C1.4 Single Collective Agreement

- a) Central terms and local terms shall together constitute a single collective agreement.

C2.00 LENGTH OF TERM / NOTICE TO BARGAIN / RENEWAL

C2.1 Term of Agreement

- a) The term of this collective agreement, including central terms and local terms, shall be for a period of three (3) years from September 1, 2019 to August 31, 2022, inclusive.

C2.2 Amendment of Terms

- a) In accordance with the *School Boards Collective Bargaining Act*, the central terms of this agreement, excepting term, may be amended at any time during the life of the agreement upon mutual consent of the central parties and agreement of the Crown.

C2.4 Notice to Bargain

- a) Where central bargaining is required under the *School Boards Collective Bargaining Act*, notice to bargain centrally shall be in accordance with the *Labour Relations Act*. For greater clarity:
- b) Notice to commence bargaining shall be given by a central party:

- i. within 90 (ninety) days of the expiry of the collective agreement; or
- ii. within such greater period agreed upon by the parties; or
- iii. within any greater period set by regulation by the Minister of Education.

c) Notice to bargain centrally constitutes notice to bargain locally.

C3.00 DEFINITIONS

- C3.1** Unless otherwise specified, the following definitions shall apply only with respect to their usage in standard central terms. Where the same word is used in Part B of this collective agreement, the definition in that part, or any existing local interpretation shall prevail.
- C3.2** The “Central Parties” shall be defined as the employer bargaining agency, the Ontario Public School Boards’ Association (OPSBA) and the Ontario Secondary School Teachers’ Federation (OSSTF/FEESO).
- C3.3** “Teacher” shall be defined as a permanent Teacher and specifically excludes Adult Day School, Continuing Education, Long Term Occasional and Daily Occasional Teachers, unless otherwise specified.
- C3.4** “Employee” shall be defined as per the *Employment Standards Act*.
- C3.5** “Professional Judgement” shall be defined as judgement that is informed by professional knowledge of curriculum expectations, context, evidence of learning, methods of instruction and assessment, and the criteria and standards that indicate success in student learning. In professional practice, judgement involves a purposeful and systematic thinking process that evolves in terms of accuracy and insight with ongoing reflection and self-correction.

C4.00 CENTRAL LABOUR RELATIONS COMMITTEE

- C4.1** OPSBA, the Crown and OSSTF agree to establish a joint Central Labour Relations Committee to promote and facilitate communication between rounds of bargaining on issues of joint interest.
- C4.2** The parties to the Committee shall meet within sixty days of the completion of the current round of negotiations to agree on Terms of Reference for the Committee.
- C4.3** The Committee shall meet as agreed but a minimum of three times in each school year.
- C4.4** The parties to the Committee agree that any discussion at the Committee will be on a without prejudice and without precedent basis, unless agreed otherwise.

C5.00 CENTRAL GRIEVANCE PROCESS

The following process pertains exclusively to grievances on central matters that have been referred to the central process. In accordance with the *School Boards Collective Bargaining*

Act central matters may also be grieved locally, in which case local grievance processes will apply.

C5.1 Definitions

- a) A “grievance” shall be defined as any difference relating to the interpretation, application, administration, or alleged violation or arbitrability of an item concerning any central term of a collective agreement.
- b) The “Central Parties” shall be defined as the Ontario Public School Boards’ Association and the Ontario Secondary School Teachers’ Federation, OSSTF/FEESO.
- c) The “Local Parties” shall be defined as the Board or the local OSSTF/FEESO bargaining unit party to a collective agreement.
- d) “Days” shall mean regular instructional days.

C5.2 Central Dispute Resolution Committee

- a) There shall be established a Central Dispute Resolution Committee (CDRC), which shall be composed of two (2) representatives from each of the central parties, and two (2) representatives of the Crown.
- b) The Committee shall meet at the request of one of the central parties.
- c) The central parties shall each have the following rights:
 - i. To file a dispute as a grievance with the Committee.
 - ii. To engage in settlement discussions, and to mutually settle a grievance with the consent of the Crown.
 - iii. To withdraw a grievance.
 - iv. To mutually agree to refer a grievance to the local grievance procedure.
 - v. To mutually agree to voluntary mediation.
 - vi. To refer a grievance to final and binding arbitration at any time.
- d) The Crown shall have the following rights:
 - i. To give or withhold approval to any proposed settlement between the central parties.
 - ii. To participate in voluntary mediation.
 - iii. To intervene in any matter referred to arbitration.
- e) Only a central party may file a grievance and refer it to the Committee for discussion and review. No grievance can be referred to arbitration without three (3) days prior notice to the Committee.

- f) It shall be the responsibility of each central party to inform their respective local parties of the Committee's disposition of the dispute at each step in the central dispute resolution process including mediation and arbitration, and to direct them accordingly.
- g) Each of the central parties and the Crown shall be responsible for their own costs for the central dispute resolution process.

C5.3 The grievance shall include:

- a) Any central provision of the collective agreement alleged to have been violated.
- b) The provision of any statute, regulation, policy, guideline, or directive at issue.
- c) A detailed statement of any relevant facts.
- d) The remedy requested.

C5.4 Referral to the Committee:

- a) Prior to referral to the Committee, the matter must be brought to the attention of the other local party.
- b) The Central Parties may engage in informal discussions of the disputed matter.
- c) Should the matter remain in dispute at the conclusion of the informal discussions, a central party shall refer the grievance forthwith to the CDRC by written notice to the other central party, with a copy to the Crown, but in no case later than 40 days after becoming aware of the dispute.
- d) The Committee shall complete its review within 10 days of the grievance being filed.
- e) If the grievance is not settled, withdrawn, or referred to the local grievance procedure by the Committee, the central party who has filed the grievance may, within a further 10 days, refer the grievance to arbitration.
- f) All timelines may be extended by mutual consent of the parties.

C5.5 Voluntary Mediation

- a) The central parties may, on mutual agreement, request the assistance of a mediator.
- b) Where the central parties have agreed to mediation, the remuneration and expenses of the person selected as mediator shall be shared equally between the central parties.
- c) Timelines shall be suspended for the period of mediation.

C5.6 Selection of the Arbitrator

- a) Arbitration shall be by a single arbitrator.
- b) The central parties shall select a mutually agreed upon arbitrator.

- c) The central parties may refer multiple grievances to a single arbitrator.
- d) Where the central parties are unable to agree upon an arbitrator within 10 days of referral to arbitration, either central party may request that the Minister of Labour appoint an arbitrator.
- e) The remuneration and expenses of the arbitrator shall be shared equally between the central parties.

C6.00 CERTIFICATION GROUP / CATEGORY RATING STATEMENT PROVIDER

School Boards will recognize the Qualification Evaluation Council of Ontario (QECO) as the provider of new qualification rating statements. Notwithstanding, existing OSSTF Certification Rating Statements will continue to be recognized, unless or until a QECO statement has been provided.

C7.00 BENEFITS

The Parties have agreed to include in a historical appendix, LOA #4 (Benefits) of the 2014-17 Agreement on Central Terms.

The Parties have agreed to participate in the Ontario Secondary School Teachers' Federation Employee Life and Health Trust "OSSTF ELHT" established October 6, 2016. The date on which the school boards and the bargaining units benefit plan commenced participation in the OSSTF ELHT shall be referred to herein as the "Participation Date".

C7.1 ELHT Benefits

The Parties agree that since all active eligible employees have now transitioned to the OSSTF ELHT all references to existing life, health and dental benefits plans in the applicable local collective agreement for active eligible employees shall be removed from the local agreement.

Post Participation Date, the following shall apply:

C7.2 Eligibility and Coverage

- a) Permanent teachers, long-term occasional teachers and adult day school teachers shall be eligible for benefits subject to the rules as established by the ELHT.

Daily occasional teachers are not eligible, nor are other term teachers who do not meet the Trust's eligibility criteria.

Other members who were eligible for ELHT benefits in the 2018-19 school year shall continue to be eligible for benefits.

- b) With the consent of the Central Parties, the OSSTF ELHT is also permitted to provide coverage to other active employee groups in the education sector with the consent of their bargaining agents and Employer or, for non-union groups in accordance with an agreement between the trustees and the applicable board.

- c) Retirees who were previously represented by OSSTF, who were, and still are members of a board benefit plan as at the Participation Date are eligible to receive benefits through the OSSTF ELHT with funding based on prior arrangements.
- d) No individuals who retire after the Participation Date are eligible.

C7.3 Funding

- a) Funding prior to September 1, 2019 was \$5489/FTE and shall be increased to cover inflation based on the following schedule:
 - i. September 1, 2019: \$5709/FTE
 - ii. September 1, 2020: \$5937/FTE
 - iii. September 1, 2021: \$6174/FTE
- b) In addition to a), the Crown shall make a one-time payment to the OSSTF ELHT – teachers separate account if the following should occur:
 - i. If the audited financial statements for the year ending December 31, 2020 report net assets below 8.3% of the OSSTF Teachers' benefits plan costs for that year due to inflation, the one-time payment shall be equal to 3% of the annual Employer contributions for the OSSTF Teachers' benefits plan for the 2020-21 school year.
 - ii. If no payment is made under i) and if the audited financial statements for the year ending December 31, 2021 report net assets below 15% of the OSSTF Teachers' benefits plan costs for the year due to inflation, the one-time payment shall be equal to the lesser of:
 - 1) 3% of the of the employer contributions for the OSSTF Teachers' Benefits Plan for the 2021-22 school year; or
 - 2) the difference between the reported net assets and the 15% threshold.
 - iii. The Crown shall make only one payment under b).
 - iv. The payment shall be made within 90 days of receipt of the audited financial statements.

C7.4 Full-Time Equivalent (FTE) and Employer Contributions

- a) For purposes of ongoing funding, the FTE positions shall be those consistent with the Ministry of Education FTE directives as reported in Staffing by Employee/Bargaining Group (referred to as "Appendix H") for job classifications that are eligible for benefits.
- b) The FTE used to determine the board's benefits contributions shall be based on the estimated average FTE reported by the boards in the staffing schedule by Employee/Bargaining group as of October 31st and March 31st.
- c) Monthly amounts paid by the boards to the OSSTF ELHT's administrator based on estimates FTE shall be reconciled by the Crown to the actual average FTE reported by the boards in the staffing schedule by Employee/Bargaining group for each school year ending August 31. If the reconciliation of FTE results in any identified differences in funding, those funds shall be remitted to or recovered

from the OSSTF Trust in a lump sum upon notice to the OSSTF ELHT, but no later than 240 days after the school boards' submission of final October FTE and March FTE counts.

- d) In the case of a dispute regarding the FTE used to determine the boards' benefits contributions to the OSSTF ELHT, or in the case where a dispute regarding other amounts paid by the board as described above and/or third-party secondment remittance, the dispute shall be resolved between the board and the local union represented by OSSTF. Any unresolved dispute shall be forwarded to the Central Dispute Resolution committee.

C7.5 Benefits Committee

As per LOA#10, a benefits committee comprised of the employee representatives and the employer representatives, including the Crown, shall convene upon request to address all matters that may arise in the operation of the OSSTF ELHT.

C7.6 Privacy

The Parties agree to inform the OSSTF ELHT benefits plan administrator, that in accordance with applicable privacy legislation, it shall limit the collection, use and disclosure of personal information to information that is necessary for the purpose of providing benefits administration services. The OSSTF ELHT benefits plan administrator's policy shall be based on the Personal Information Protection and Electronic Documents Act (PIPEDA).

C7.7 Benefits not provided by the OSSTF ELHT

- a) Any other cost sharing or funding arrangements regarding the EI rebate as per previous local collective agreements in effect as of August 31, 2014 shall remain status quo.

C7.8 Benefits for Daily Occasional Teachers

- a) Where employee life, health and dental benefits coverage was previously provided by the boards for daily occasional teachers as terms of the local collective agreement in effect as of August 31, 2014, the boards shall continue to make a plan available with the same funding arrangement.
- b) Eligible daily occasional teachers in the four boards listed below shall be entitled to the lesser of a) the following table amounts and b) the actual benefit plan cost multiplied by the percentage of the employer co-pay existing in the 2012-2014 local collective agreements, to be used for the sole purpose of purchasing from among health, life and/or dental benefit plans:

<u>Board</u>	<u>Maximum Funding Amount (a)</u>	<u>Employer % Co-Pay (b)</u>
<u>Durham DSB</u>	\$2,654	50%
<u>Hastings & Prince Edwards DSB</u>	\$3,980	75%
<u>Toronto DSB</u>	\$2,654	50%
<u>York Region DSB</u>	\$531	10%

- i. These amounts shall be prorated for the portion of the year that the daily occasional teacher enrolls in the plan. Eligibility criteria for these amounts are based on the existing eligibility criteria of the 2012-2014 local collective agreements which is based on the number of days worked in the previous school year and varies by board. Payments shall be provided to the eligible daily occasional teacher on a monthly basis.
- ii. In addition, increases shall be provided in each of the following years:
 September 1, 2019: 4%
 September 1, 2020: 4%
 September 1, 2021: 4%
- iii. Notwithstanding the aforementioned, where any daily occasional teacher chooses not to participate in any health, life or dental benefit plan, the school boards shall not provide any amount for those employees.

C7.9 Payment in Lieu of Benefits

- a) All employees not transferred to the OSSTF ELHT who received pay in lieu of benefits under a collective agreement in effect as of August 31, 2014, shall continue to receive payment in lieu of benefits.
- b) New hires after the Participation Date who are eligible for benefits from the OSSTF ELHT are not eligible for pay in lieu of benefits.

C7.10 WSIB Top-Up

- a) Teachers who, as of August 31, 2014, were entitled to Workplace Safety and Insurance Board benefits top-up, such entitlement shall be as follows:
 - i. Where the WSIB top-up was previously deducted from sick leave the board shall continue to maintain the same level of top-up without deduction from sick leave.
 - ii. These top-up payments are to be made for a period not to exceed four years and six months and that period should include any time in the past that eligible unused sick credits were already used by the employee.
- b) Additional provisions related to this article remain status quo in accordance with terms of collective agreements in effect as of August 31, 2014.

C7.11 Long-Term Disability (Employee Paid Plans)

- a) All permanent Teachers shall participate in the long term disability plan (LTD Plan) as a condition of employment, subject to the terms of the LTD plan.
- b) The Board shall cooperate in the administration of the LTD Plan. It is understood that administration means that the Board will co-operate with the enrolment and deduction of premiums and provide available necessary data to the insurer, upon request. The Board will remit premiums collected to the carrier on behalf of the Teachers.
- c) Where the plan administrator implements changes in the terms and conditions of the LTD Plan or the selection of an insurance carrier, the Board shall, for administrative purposes, be advised of changes at least thirty (30) days prior to the date the changes are to be implemented.

- C7.12** Existing employee assistance programs or other similar health and welfare benefits remain in effect in accordance with terms of collective agreements as of August 31, 2019.

C8.00 STATUTORY LEAVES OF ABSENCE/SEB

C8.1 Family Medical Leave or Critical Illness Leave

- a) Family Medical Leave or Critical Illness leaves granted to a permanent teacher, long-term occasional teacher or teacher hired into a term position under this Article shall be in accordance with the provisions of the *Employment Standards Act*, as amended.
- b) The teacher will provide to the employer such evidence as necessary to prove entitlement under the *Employment Standards Act*.
- c) A teacher contemplating taking such leave(s) shall notify the employer of the intended date the leave is to begin and the anticipated date of return to active employment.
- d) Seniority and experience continue to accrue during such leave(s).
- e) Where a teacher is on such leave(s), the Employer shall continue to pay its share of the benefit premiums, where applicable. To maintain participation and coverage under the Collective Agreement, the teacher must agree to provide for payment for the teacher's share of the benefit premiums, where applicable.
- f) In order to receive pay for such leaves, a teacher must access Employment Insurance and the Supplemental Employment Benefit (SEB) in accordance with g) to j), if allowable by legislation. An employee who is eligible for E.I. is not entitled to benefits under a school board's sick leave and short term disability plan.

Supplemental Employment Benefits (SEB)

- g) The Employer shall provide for permanent teachers, long-term occasional teachers and teachers hired into a term position who access such Leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks provided the period falls within the school year and during a period for which the permanent teacher would normally be paid. The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay.
- h) Long Term Occasional Teachers and those on term assignments are eligible for the SEB plan with the length of the benefit limited by the term of the assignment.
- i) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- j) The teacher must provide the Board with proof that he/she has applied for and is in receipt of employment insurance benefits in accordance with the *Employment Insurance Act*, as amended, before SEB is payable.

C9.00 SICK LEAVE

C9.1 Sick Leave/Short Term Leave and Disability Plan – Teachers (excluding daily occasional Teachers)

a) Sick Leave Benefit Plan

The Sick Leave Benefit Plan will provide sick leave days and short term disability days for reasons of personal illness, personal injury, including personal medical appointments and personal dental appointments. Routine medical and dental appointments will be scheduled outside of working hours where possible.

b) Sick Leave Days

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated eleven (11) sick days at one hundred percent (100%) salary in each school year. Teachers who are less than full-time shall have their sick leave allocation pro-rated.

c) Short-Term Leave and Disability Plan (STLDP)

Subject to paragraphs C9.1 d) i-vi below, full-time Teachers will be allocated one hundred and twenty (120) short-term disability days in September of each school year. Teachers who are less than full-time shall have their STLDP allocation pro-rated. Teachers eligible to access STLDP shall receive payment equivalent to ninety percent (90%) of regular salary.

d) Eligibility and Allocation

The allocations outlined in paragraphs C9.1 b) and c) above, will be provided on the first day of each school year, subject to the restrictions outlined in C9.1 d) i-vi below.

- i. A Teacher is eligible for the full allocation of sick leave and STLDP regardless of start date of employment or return to work from any leave other than sick leave, WSIB or LTD.
- ii. All allocations of sick leave and STLDP shall be pro-rated based on FTE at the start of the school year. Any changes in FTE during a school year shall result in an adjustment to allocations.
- iii. Part-time Teachers working an unbalanced schedule who work every day of a full school year shall have 11 days of sick leave at 100% pay and 120 additional days of STLDP at 90% pay. In this situation, pay is defined as the amount of money the employee would have otherwise received over that period of absence.
- iv. Where a Teacher is accessing sick leave, STLDP, WSIB or LTD in a school year and the absence due to the same illness or injury continues into the following school year, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation. Access to the new allocation provided as per paragraphs C9.1(b) and (c) for a recurrence of the same illness or injury will not be provided to the Teacher until the Teacher has completed eleven (11) consecutive working days at his/her full FTE without absence due to illness.

- v. Where a Teacher is accessing STLDP, WSIB, or LTD in the current school year as a result of an absence due to the same illness or injury that continued from the previous school year and has returned to work at less than his/her FTE, the Teacher will continue to access any unused sick leave days or STLDP days from the previous school year's allocation.

In the event the Teacher exhausts their STLDP allotment and continues to work part-time their salary will be reduced accordingly and a new prorated sick leave and STLDP allocation will be provided.

Any absences during the working portion of the day will not result in a loss of salary or further reduction in the previous year's sick leave allocation. Once provided, the new allocation will be reconciled as necessary, consistent with (a), (b) and (c) above, to account for any sick leave which may have been advanced prior to the new allocation being provided.

- vi. A partial sick leave day or short-term disability day will be deducted for an absence for a partial day.

e) Short-Term Leave and Disability Plan Top-up

- i. Teachers accessing STLDP will have access to any unused Sick Leave Days from their last year worked for the purpose of topping up salary to one hundred percent (100%) under the STLDP.
- ii. This top-up is calculated as follows:

Eleven (11) days less the number of sick leave days used in the most recent year worked.
- iii. Each top-up from 90% to 100% requires the corresponding fraction of a day available for top-up.
- iv. In addition to the top-up bank, top-up for compassionate reasons may be considered at the discretion of the board on a case by case basis. The top-up will not exceed two (2) days and is dependent on having two (2) unused Short Term Paid Leave Days in the current year. These days can be used to top-up salary under the STLDP.
- v. When Teachers use any part of an STLDP day they may access their top up bank to top up their salary to 100%.

f) Sick Leave and STLDP Eligibility and Allocation for Teachers in a Term Assignment

Notwithstanding the parameters outlined above, the following shall apply to Teachers in a term assignment:

- i. Teachers in term assignments of less than a full year, and/or less than full-time, shall have their allocation of sick leave and STLDP prorated on the basis of the number of work days in their term compared to 194 days.

- ii. Where the length of the term assignment is not known in advance, a projected length must be determined at the start of the assignment in order for the appropriate allocation of sick leave/STLDP to occur. If a change is made to the length of the term or the FTE, an adjustment will be made to the allocation and applied retroactively.
- iii. A Long Term Occasional Teacher who works more than one LTO assignment in the same school year may carry forward Sick leave and STLDP from one LTO assignment to the next, provided the assignments occur in the same school year.

g) Administration

- i. The Board may require medical confirmation of illness or injury to substantiate access to sick leave. If the school board requests, the Teacher shall provide medical confirmation to access STLDP.
- ii. The Board may require information to assess whether an employee is able to return to work and perform the essential duties of his/her position. Where this is required, such information shall include his/her limitations, restrictions and disability related needs to assess workplace accommodation as necessary (omitting a diagnosis) and will be collected using the form as per Appendix B. An alternate form may be used where one is mutually developed and agreed upon at the local level.
- iii. If the employee's medical practitioner has indicated on the form referenced in (ii) above that the employee is totally disabled from work, the Board will not inquire further with respect to the employee's abilities and/or restrictions until the next review of the employee's abilities and/or restrictions in accordance with the review date indicated on the form, subject to the Board's ability to seek medical reassessment after a reasonable period of time.
- iv. At no time shall the employer or any of its agents contact the medical practitioner directly.
- v. A board decision to deny access to benefits under sick leave or STLDP will be made on a case-by-case basis and not based solely on a denial of LTD.
- vi. The employer shall be responsible for any costs related to independent third party medical assessments required by the employer.

C10.00 PROVINCIAL SCHOOLS AUTHORITY / PSAT

OSSTF/FEESO members who are employees of the Provincial Schools Authority (PSAT), teaching in elementary classrooms, shall be subject to the working conditions agreed to by the local parties as per the current collective agreement.

C11.00 MINISTRY / SCHOOL BOARD INITIATIVES

- a) OSSTF/FEESO will be an active participant in the consultation at the Ministry Initiatives Committee. Ministry Initiatives Committee shall meet at least quarterly each year to discuss new initiatives, including implications for training, resources.
- b) Teachers shall use their professional judgement as defined in C3.5 above. Teachers' professional judgements are at the heart of effective assessment, evaluation, and reporting of student achievement.
- c) Teachers' professional judgement is further informed by using diagnostic assessment to identify a student's needs and abilities and the student's readiness to acquire the knowledge and skills outlined in the curriculum expectations. Information from diagnostic assessments helps teachers determine where individual students are in their acquisition of knowledge and skills so that instruction is personalized and tailored to the appropriate next steps for learning. The ability to choose the appropriate assessment tool(s), as well as the frequency and timing of their administration allows the teacher to gather data that is relevant, sufficient and valid in order to make judgements on student learning during the learning cycle.
 - i. Boards shall provide a list of pre-approved assessment tools consistent with their Board improvement plan for student achievement and the Ministry PPM.
- d) Teachers will be consulted, where possible, if a student's grade/mark/comment is changed.

C12.00 OCCASIONAL TEACHERS AND PA DAYS

Long term occasional teachers shall participate in, and be paid for, each scheduled PA day during the term of their assignment. If the term is a full semester, the long term occasional teacher is entitled to the PA day(s) at the beginning or end of that semester.

C13.00 PROVINCIAL FEDERATION RELEASE DAYS

- a) At the request of the OSSTF/FEESO Provincial Office, and in accordance with local notification processes, OSSTF Teachers and Occasional Teachers, subject to program and operational needs shall be released for provincial collective bargaining and related meetings.
- b) Federation release days granted for the purpose of such provincial federation work will not be charged against local collective agreement federation release time.
- c) OSSTF Teachers and Occasional Teachers released for such provincial federation work shall receive salary, benefits, and all other rights and privileges under the collective agreement in accordance with local provisions.
- d) OSSTF/FEESO Provincial Office shall reimburse the Employer as per the local collective agreement.
- e) Nothing in this article affects existing local entitlements to Federation Leave.

C14.00 E-LEARNING

- a) E-Learning is defined as a method of credit course delivery that relies on communication between students and teachers through the internet or any other digital platform and does not require students to be face-to-face with each other or with their teacher. Online learning shall have the same meaning as E-Learning.
- b) Any E-Learning credit course that is offered by a school board in the English Public System shall be delivered by a bargaining unit member in accordance with Part B collective agreement language and local staffing processes. These courses will be offered to a teacher who has expressed interest, where possible.
- c) The Joint Staffing Committee or equivalent shall receive information related to E-Learning staffing.
- d) School Boards shall make available to any teachers delivering E-Learning credit courses the required secure hardware and software, and the appropriate training, within the workday, on the delivery of E-Learning credit courses.

APPENDIX A – RETIREMENT GRATUITIES

A. Sick Leave Credit-Based Retirement Gratuities

- 1) A Teacher is not eligible to receive a sick leave credit gratuity after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.
- 2) If the Teacher is eligible to receive a sick leave credit gratuity, upon the Teacher's retirement, the gratuity shall be paid out at the lesser of,
 - (a) the rate of pay specified by the board's system of sick leave credit gratuities that applied to the Teacher on August 31, 2012; and
 - (b) the Teacher's salary as of August 31, 2012.
- 3) If a sick leave credit gratuity is payable upon the death of a Teacher, the gratuity shall be paid out in accordance with subsection (2).
- 4) For greater clarity, all eligibility requirements must have been met as of August 31, 2012 to be eligible for the aforementioned payment upon retirement, and the Employer and Union agree that any and all wind-up payments to which Teachers without the necessary years of service were entitled to under Ontario Regulation 01/13: Sick Leave Credits and Sick Leave Credit Gratuities, have been paid.
- 5) For the purposes of the following boards, despite anything in the board's system of sick leave credit gratuities, it is a condition of eligibility to receive a sick leave credit gratuity that the Teacher have 10 years of service with the board:
 - i. Near North District School Board
 - ii. Avon Maitland District School Board
 - iii. Hamilton-Wentworth District School Board
 - iv. Huron Perth Catholic District School Board
 - v. Limestone District School Board

B. Other Retirement Gratuities

A Teacher is not eligible to receive any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012.

APPENDIX B – ABILITIES FORM

Employee Group:	Requested By:
WSIB Claim: <input type="checkbox"/> Yes <input type="checkbox"/> No	WSIB Claim Number:

To the Employee: The purpose for this form is to provide the Board with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

Employee's Consent: I authorize the Health Professional involved with my treatment to provide to my employer this form when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

Employee Name: (Please print)	Employee Signature:
Employee ID:	Telephone No:
Employee Address:	Work Location:

1. Health Care Professional: The following information should be completed by the Health Care Professional

Please check one:

☐ Patient is capable of returning to work with no restrictions.

☐ Patient is capable of returning to work with restrictions. **Complete section 2 (A & B) & 3**

☐ I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. **Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4.**

First Day of Absence:

General Nature of Illness (*please do not include diagnosis*):

Date of Assessment:

dd mm yyyy

2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.

PHYSICAL (if applicable)

Walking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (<i>please specify</i>):	Standing: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (<i>please specify</i>):	Sitting: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (<i>please specify</i>):	Lifting from floor to waist: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):		
Lifting from Waist to Shoulder: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (<i>please specify</i>):	Stair Climbing: <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (<i>please specify</i>):	Use of hand(s): <table> <tr> <td> Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>): </td> <td> Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>): </td> </tr> </table>		Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):	Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):
Left Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):	Right Hand <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (<i>please specify</i>):				

APPENDIX B – ABILITIES FORM

<input type="checkbox"/> Bending/twisting repetitive movement of (please specify):	<input type="checkbox"/> Work at or above shoulder activity:	<input type="checkbox"/> Chemical exposure to:	Travel to Work: Ability to use public transit _____ Ability to drive car _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
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2B: COGNITIVE (please complete all that is applicable)

Attention and Concentration: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Following Directions: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Decision- Making/Supervision: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Multi-Tasking: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Ability to Organize: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Memory: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Social Interaction: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	Communication: <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:

Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.

Additional comments on **Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:**

3: Health Care Professional to complete.

From the date of this assessment, the above will apply for approximately: <input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days	Have you discussed return to work with your patient? <input type="checkbox"/> Yes <input type="checkbox"/> No
Recommendations for work hours and start date (if applicable): <input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours	Start Date: dd mm yyyy
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Has a referral to another Health Care Professional been made? <input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No	
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No	
4: Recommended date of next appointment to review Abilities and/or Restrictions: dd mm yyyy	

Completing Health Care Professional Name: (Please Print)	_____
Date:	_____
Telephone Number:	_____
Fax Number:	_____
Signature:	_____

LETTER OF AGREEMENT #1

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Sick Leave

The parties agree that any current collective agreement provisions and/or Board policies/practices/procedures related to Sick Leave that do not conflict with the clauses in the Sick Leave article in the Central Agreement shall remain as per August 31, 2019.

Such issues include but are not limited to:

1. Requirements for the provision of an initial medical document.
2. Responsibility for payment for medical documents.

The parties agree that attendance support programs are not included in the terms of this Letter of Understanding.

LETTER OF AGREEMENT #2

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items

Status quo central items

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, if language exists, the following items are to be retained as written in the local collective agreements. As such the following issues shall not be subject to local bargaining or mid-term amendment between local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act*.

Issues:

1. Short Term Paid Leave (number of days)
2. Additional Professional Assignments (APAs)/Supervision/Unassigned Time
3. Occasional Teacher PD and Training
4. Maximum Teacher/Occasional Teacher Workload
5. Contracting Out
6. Notification of Potential Risk of Physical Injury - Workplace Violence
7. Job Security
8. Voluntary Unpaid Leave Days

**LETTER OF AGREEMENT #3
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Central Items That Modify Local Terms

The parties agree that the following central issues have been addressed at the central table and that the provisions shall be amended as indicated below. For further clarity, the following language must be aligned with current local provisions and practices. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. Certification Group/Category Rating Statement Provider

Where there is reference to OSSTF Certification Rating Statements, the local parties will amend that language to insert "or Qualifications Evaluation Council of Ontario (QECO)".

2. Class Size/Staff Generators and Pupil Teacher Contacts (PTC) or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators (excluding E-Learning credit courses), the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 (excluding E-Learning credit courses), the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing class size regulations or 23 in the absence of such regulations.

- ii. Where there is reference to individual class size caps/guidelines/PTC or equivalent in the local terms the class size caps/guidelines/PTC or equivalent will be amended to accommodate the increase in average class size maxima, where necessary. The local parties shall engage in a discussion of the following:
- a) Local parties may agree to amend local collective agreement class size language to accommodate the change in maximum average class size to 23:1.
 - b) Discussions may only include local language pertaining to class size and PTC or equivalent.
 - c) These discussions are not subject to local strike or lockout provisions and do not form part of local collective bargaining.
 - d) All reasonable requests for data related to class size will be shared by both parties.
 - e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the Education Act.

- f) Should the local parties be unable to reach agreement within two (2) weeks of the date of central ratification, the central default set out below will come into effect as of the 2020-2021 school year.

iii. Central Default for Class Size Caps/Guidelines/PTC or equivalent Adjustments

In the absence of an agreement under ii), existing 2014-2017 collective agreement language for all class size caps, guidelines, flex factors, and PTC or equivalent shall remain, subject to the following amendments:

- a) Further, for 10% of classes in the school board where local class size caps exist, they may be exceeded by up to 2 students.
- b) Where school boards have class size caps and PTC or equivalent any teacher who teaches classes as per a) will have their PTC or equivalent adjusted accordingly.
- c) Where a school board has a staffing guideline and a PTC or equivalent, the guideline shall be adjusted per a) for any teacher in such a course for the calculation of the PTC or equivalent.
- d) No teacher will have more than two classes per semester or equivalent in non-semestered schools impacted by paragraph a) without mutual consent.
- e) There shall be no change to local Special Education class size caps identified in section 31 of Regulation 298 under the *Education Act*.
- f) The exceptions as per a) and c) shall be shared with the JSC or equivalent and school-based staffing committees where they exist.

Where possible, it is the school board's intention to attempt to minimize the impact of paragraph (a) above on any individual teacher's assignment.

3. E-Learning Class Size/Staff Generators/PTC or equivalent

- i. Where there is reference to Maximum Average Class Size or Staff Generators for E-Learning credit courses, the local parties will replace the existing language with:

For the purposes of staffing in grades 9 to 12 for E-Learning credit courses, the board shall allocate a minimum staffing complement to achieve a maximum average class size consistent with prevailing E-learning class size regulations or 30 in the absence of such regulations.

- ii. Where there is reference to Individual Class Size caps that were applicable to E-Learning, or where there was a local practice that treated E-Learning credit courses as having class size caps, or PTC or equivalent that included E-Learning, the local parties shall replace existing language or insert language to state that no E-Learning credit course shall exceed 35 students.
- iii. In addition, where school boards have class size caps/guidelines that determine total teacher workload i.e. PTC or equivalent, the following shall apply:

Any teacher whose assignment includes E-Learning will have their PTC or equivalent adjusted to be pro-rated to that portion of the teacher's assignment that is not E-Learning.

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Qualifications Evaluation Council of Ontario (QECO)

In moving to the QECO certification process, the following principles will be in place:

1. OSSTF Certification Rating Statements will continue to be recognized.
2. Process timelines will continue to be governed by the local agreement. All new rating statements will be issued using the QECO evaluation process.
3. The most current QECO program will be utilized. Notwithstanding, no Teacher or Occasional Teacher will be negatively impacted by any changes to the certification program.

LETTER OF AGREEMENT #5

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Provincial Working Group - Health and Safety

The parties confirm their intent to continue to participate in the Provincial Working Group - Health and Safety in accordance with the Terms of Reference dated May 25, 2016 including any updates to such Terms of Reference. The purpose of the working group is to consider areas related to health and safety in order to continue to build and strengthen a culture of health and safety mindedness in the education sector.

Where best practices are identified by the committee, those practices will be shared with school boards.

The Provincial Working Group – Health and Safety shall meet a minimum of four (4) times and a maximum of eight (8) times per school year.

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Online Reporting Tool for Violent Incidents

The Parties agree that it is in their mutual interest to ensure that any remaining issues regarding the implementation of the Online Incident Reporting Tool described in Memorandum SB06, dated April 19, 2018 ("Memorandum SB06") are addressed at the earliest available opportunity.

To that end, by no later than September 30, 2020 each School Board and OSSTF local will meet, with the assistance of the Joint Health and Safety Committee as necessary, to review the reporting tool implemented by the School Board to ensure that it is consistent with Memorandum SB06.

If the Parties agree that the reporting tool implemented by the Board is consistent with Memorandum SB06, they will then consult regarding training for the new reporting tool in accordance with LOA #7 (Half Day of Violence Prevention Training). The Board will ensure that those who were unable to attend the Half Day of Violence Prevention Training will also have an opportunity to receive training for the new reporting tool.

Any disagreement as to whether the reporting tool implemented by the Board is consistent with Memorandum SB06, will be referred to the Central Labour Relations Committee (CLRC) by no later than October 15, 2020. If the CLRC determines that the reporting tool implemented by a School Board is not consistent with Memorandum SB06, it will advise the relevant School Board(s) of any remaining issues relating to the implementation of the reporting tool by no later than November 1, 2020. The Board will implement any necessary changes.

The data gathered by the Board through the Online Incident Reporting Tool will be provided to each local. This data will be provided in an aggregated report with due regard to student and staff privacy and any relevant legislation.

LETTER OF AGREEMENT #7

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Half Day of Violence Prevention Training

Effective in the 2020-21 school year and each subsequent year, one half Professional Activity (PA) day will be allocated for violence prevention training. This half PA day will occur prior to December 31st of each year.

Each year, the School Board shall consult with the union and Joint Health and Safety Committee(s) regarding the topics and scheduling of this half PA Day designated for violence prevention training.

Topics may include but are not limited to:

- Roadmap Resource
- Online Incident Reporting Software
- Notification of Potential Risk of Injury Forms
- Prevention and De-escalation of Violence
- Effective Risk Assessments and Safety Plan Development

The Parties recommend that the materials produced by the Provincial Working Group – Health and Safety be used as resource materials for this training.

**LETTER OF AGREEMENT #8
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Combined Teachers' Bargaining Units

Given that consequent reduction of bargaining unit fragmentation will contribute to the development of an effective collective bargaining relationship, facilitate viable and stable collective bargaining, and ameliorate labour relations, therefore;

The Parties agree as follows:

A school board will agree to the combining of bargaining units pursuant to subsection 6(1) of the School Boards Collective Bargaining Act, 2014, upon the written request of the bargaining agent that represents the permanent teachers' bargaining unit and the occasional teachers' bargaining unit at the board. In order to initiate such a request, the secondary school teachers' bargaining unit and the secondary school occasional teachers' bargaining unit of a district school board shall contact the OSSTF bargaining agent to request that the units are combined.

The school board and bargaining agent may meet to discuss the timing and implementation of the requested combination.

It is understood that terms and conditions of employment for occasional teachers remain status quo upon consolidation, subject to bargaining processes.

**LETTER OF AGREEMENT #9
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')
AND**

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Long Term Disability Administration

All OSSTF Teacher Bargaining Unit members who are permanent employees shall participate in the Long Term Disability Plan as a condition of their employment subject to the terms of the OSSTF LTD plan administered by OTIP. The Provincial OSSTF LTD plan shall commence April 1, 2013.

The Employer shall be responsible for the following tasks related to the administration of the mandatory LTD Plan:

A. Enrolment/Eligibility Administration

- I. Provide all teachers with written LTD coverage information as provided by OSSTF and/or OTIP;
- II. enroll all eligible teachers into the LTD program;
- III. Inform teachers going on an approved leave of absence through written information provided by OSSTF/OTIP of their option to maintain LTD coverage during the approved leave.
- IV. keep all records updated / submit teacher information for the benefits that are insured through OTIP on or before November 30th each year using the required process and formats required by OTIP;
- V. support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VI. where a payroll feed administration is jointly selected by the District and Board; submission of the required eligibility/enrolment information defined by OTIP.

B. Premium Administration

- I. Make monthly payroll deductions based on the premium and insured salary provisions and timelines provided and outlined by the OSSTF Provincial LTD program;
- II. submit all payroll deduction (premiums) along with the required supporting information defined by OSSTF and the Teacher Bargaining Unit (ie. premium rate used in calculation, total insured salary, number of insured lives, policy and division number, premium period);
- III. collect and submit appropriate premiums from eligible teachers who elect LTD coverage while on approved leave of absence;
- IV. support the information and process requirements in the agreed-upon payroll feed (as per A vi);
- V. all of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program;
- VI. process premium refunds for members who have had incorrect deductions due to items such as administration errors, not eligible etc.

C. LTD Claims Administration

- I. Provide notification of prolonged absences after 15 consecutive working days to the designated OSSTF Teacher Bargaining Unit Representative and OTIP in order to support the early intervention rehabilitation process;
- II. Support the mandatory early intervention process by providing contact information where required;
- III. utilize the OTIP claims kit to adhere to the required procedures for the LTD claims process;
- IV. provide teachers with the appropriate claims applications in the event of disability
- V. support, complete and submit the employer statement in the LTD claim process;
- VI. support return to work programs for teachers returning from disability including job description, scheduling and salary information.

All of the above requirements must be performed within the contractual and administrative timelines established for the Provincial OSSTF LTD Program.

D. OSSTF and OTIP are required to:

- I. Provide LTD insurance to eligible OSSTF teachers;
- II. provide the group policy/plan document to Employers and teachers;
- III. provide claims kits to Employers that provide supporting information about the administrative procedures;
- IV. communicate any changes to the LTD program including premium rates to teachers and the Board on a timely basis;
- V. provide access to teachers on the LTD coverage information;
- VI. develop and support the LTD waiver/termination of LTD coverage process for retiring teachers as defined by OSSTF and OTIP;
- VII. provide full support for teachers who are off due to prolonged absence through Early Intervention and Union Services;
- VIII. participate along with the Board and OTIP in return to work programs.

**LETTER OF AGREEMENT #10
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Employee Life and Health Trust (ELHT) Committee

In order to support member experience related to the OSSTF ELHT and contain administrative costs, the parties agree to establish a joint central committee specific to OSSTF. This committee shall be comprised of representatives from both parties and shall include the Crown as a participant.

The committee's mandate shall be to identify and discuss matters related to compliance with administrative matters which shall include the following:

- Discuss member experience issues including new member data transfers;
- Review and assess the monthly compliance reporting document from the Ontario Teachers' Insurance Plan;
- Identify and discuss any issues regarding information, data processing or member coverage;
- Identify and discuss issues related to remittance payments;
- Identify and discuss issues related to plan administrator inquiries; and,
- Identify other issues of concern to OPSBA, school boards, the ELHT and the OSSTF-provincial or local units in respect of benefits.
- Facilitate the sharing of data between the local boards and local unions relevant to amounts paid by the boards to the OSSTF ELHT. Such data may include Appendix H, OTIP Secondment Funding Remittance forms, and other such forms reporting the amounts paid by the boards

**LETTER OF AGREEMENT #11
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Pilot on a Streamlined Arbitration Process Model

OSSTF and OPSBA shall develop and implement a Streamlined Arbitration Process Model ("the Model"), for use with local grievances between OSSTF teacher bargaining units and school boards. The Model shall be agreed to by the parties. Prior to implementing, OSSTF and OPSBA shall identify a group of school boards and bargaining units for voluntary participation.

The intent of the Model is to;

- create a fair process
- resolve grievances quickly
- proceed to arbitration expeditiously
- address cost containment

At the conclusion of the pilot project, the parties will evaluate the success of the Model.

**LETTER OF AGREEMENT #12
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: E-Learning Implementation Committee

OPSBA and OSSTF will meet to discuss and develop guidelines for boards regarding the implementation of the E-Learning regulation and/or PPM.

**LETTER OF AGREEMENT #13
BETWEEN**

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: E-Learning Alternative Models

Prior to the establishment of any alternative delivery model of E-Learning program for which collective agreements between OSSTF and the English Public District School Boards do not apply, the Crown shall meet and consult with OSSTF and OPSBA regarding the proposed alternative delivery model.

THIS LOA WILL BE RETAINED OR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014 – AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #4

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

AND

The Crown

RE: Benefits

The parties agree that, once all employees to whom this memorandum of settlement of the central terms applies become covered by the employee life and health trust contemplated by this Letter of Agreement, all references to life, health and dental benefits in the applicable local collective agreement shall be removed from that local agreement.

The employee representatives, the employer representatives, and the Crown, intend to establish an OSSTF Employee Life and Health Trust (ELHT), (hereinafter, the "Trust"), to provide benefits to teachers and other education workers in the Province of Ontario in accordance with section 144.1 of the *Income Tax Act* (Canada) ("ITA"). School board benefit plans, herein referred to 'benefit plans' can only be moved into the Trust, such that the Trust will be in compliance with the ITA and CRA administrative requirements for an ELHT (the "ELHT Requirements"). It is intended that the Trust be effective September 1, 2016, and that benefit plans will participate in this Trust no later than August 31, 2017. The date on which a benefit plan commences participation in the Trust shall be referred to herein as the "Participation Date".

The parties acknowledge that the establishment of the Trust represents a substantial commitment both within and beyond the term of the current collective agreement. This letter of understanding is conditional upon its terms continuing in full force and effect beyond the termination date of the collective agreement, and is made in detrimental reliance upon such continuation.

1.0.0 PRINCIPLES

- 1.1.0 The Trust will be governed by the employee representatives and the employer representatives, together with the Crown;
- 1.2.0 The Trust will be responsible for the delivery of benefits on a sustainable, efficient and cost effective basis;
- 1.3.0 Services provided by the Trust to be available in both official languages, English and French; and

- 1.4.0 Other employee groups may join the Trust. The Trust will develop an affordable benefits plan that is based on the funding available to the employee groups.

2.0.0 GOVERNANCE

2.1.0 Board of Trustees

- 2.1.1 The Board of Trustees will be comprised of 9 voting members that include 5 employee representatives and 4 employer representatives. The Board of Trustees will include among its members two independent experts, one representing the employer representatives and one representing the employee representatives. The employee representatives will be responsible for the appointment and termination of the employee Trustees, and the employer representatives will be responsible for the appointment and termination of the employer Trustees.
- 2.1.2 The appointed independent experts will:
- a. Come from outside of the following organizations: the Trust, the shared services office supporting the Trusts, the federations, the school boards and the Government;
 - b. Have no conflict of interest in their role as trustee on the Benefit Plan Trust; and
 - c. Be accredited from one of the following fields: actuarial science, law or, Certified Employee Benefit Specialist (CEBS) or accounting, and have demonstrated experience with employee benefit plans.
- 2.1.3 Other experts may be invited to the Trust in an advisory capacity and will not maintain any voting rights.
- 2.1.4 All voting requires a simple majority to carry.
- 2.1.5 Each Trustee will have an initial term of three years. Terms may be renewed twice, subject to a maximum tenure of nine years. A succession plan will be designed for the Trustees so that the terms of no more than three Trustees expire in any twelve month period.

3.0.0 ELIGIBILITY and COVERAGE

- 3.1.0 The following teachers represented by OSSTF are eligible to receive benefits through this Trust:
- 3.1.1 The Trust will maintain eligibility for OSSTF represented employees who are covered by the Central Collective Agreement ("OSSTF represented employees") and currently eligible for benefits in collective agreements. The Trust will also be permitted to provide coverage to other employee groups in the education sector with the consent of their bargaining agents and employer or, for non-union groups, in accordance with an agreement between the Trustees and the school authority. These groups must request inclusion in the Trust, and must agree to comply with the Trust's financial, data and administrative requirements. The Trustees will develop an affordable plan based on the level of funding that the group brings to the Trust.
 - 3.1.2 Retirees who were, and still are, members of a Board benefit plan at August 31, 2013 based on the prior arrangements with the Board.
 - 3.1.3 Retirees who became members of a Board benefit plan after August 31, 2013 and before the Board participation date are segregated in their own experience pool, and the premiums are fully paid by the retirees.

- 3.1.4 No individuals who retire after the Board participation date are eligible.
- 3.1.5 Retirees that join are subject to the provisions in 3.1.2 through 3.1.4.
- 3.1.6 Any new group that requests inclusion into the Trust, will be provided a generic branding for their respective benefits plan.
- 3.2.0 The benefit plan may provide coverage for health, life and dental benefits including accidental death and dismemberment (AD&D), medical second opinion, and navigational support. After the initial establishment of the Trust, other employee benefit programs may be considered for inclusion, only if negotiated in future central collective agreements.

4.0.0 FUNDING

4.1.0 Start-Up Costs

- 4.1.1 The Government of Ontario will provide:
 - a. A one-time contribution to the Trust equal to 15% of annual benefit costs to establish a Claims Fluctuation Reserve ("CFR").
 - b. A one-time contribution of a half month's premium cost (4.15% of annual benefit costs) to the Trust, to cover start-up costs and/or reserves.
 - c. The one-time contributions in (a) and (b) will be based on the actual cost per year for benefits (i.e. claims, premiums, administration, tax, risk or profit charges, pool charges, etc.) as reported on the insurance carrier's most recent yearly statement for the year ending no later than August 31, 2015.
 - d. The Trust shall retain rights to the data and the copy of the software systems.
- 4.1.2 The Crown shall pay to OSSTF \$2.5 million of the startup costs referred to in s.4.1.1(b) on the date of ratification of the central agreement and shall pay to OSSTF a further \$2.5 million subject to the maximum amount referred to in s.4.1.1(b) by June 1, 2016. The balance of the payments, if required under s.4.1.1(b), shall be paid by the Crown to OSSTF on or before September 1, 2016.
- 4.1.3 On the day the District School Boards, the Provincial Schools Authority, school authorities, and Hospital Boards hereinafter referred to as the "Boards" commence participation in the Trust, or as soon as reasonably and feasibly possible thereafter, all eligible and available surpluses in board-owned defined benefit plans will be transferred to the Trust in an amount equal to each employee's pro rata share based on the amount of the employee's co-share payment of each benefit. The remaining portion of the Boards' surplus will be retained by the Boards.
- 4.1.4 All Boards reserves for Incurred But Not Reported ("IBNR") claims and CFR, will remain with the existing carriers until those reserves are released by the carriers based on the terms of existing contracts.
- 4.1.5 Upon release of each Board's IBNR and CFR by the carriers, the reserves will be retained by the applicable Boards. For the Administrative Services Only plans (ASO), a surplus (including any deposits on hand) that is equal to or less than 15% of the Boards' annual benefit cost will be deemed to be a CFR and IBNR and will be retained by the applicable Boards upon its release by the carriers. Where a surplus (including deposits on hand) exceeds 15% of the annual benefit cost, the remaining amount will be

apportioned to the Boards and the Trust based on the employers' and employees' premium share.

4.1.6 For policies where the experience of multiple groups has been combined, the existing surplus/deficit will be allocated to each group based on the following:

- a. If available, the paid premiums or contributions or claims costs of each group; or
- b. Failing the availability of the aforementioned financial information by each group, then the ratio using the number of Full Time Equivalent positions (FTE) covered by each group in the most recent policy year will be used.

Methodology listed above will be applicable for each group leaving an existing policy where the experience of more than one group has been aggregated. Policies where the existing surplus/deficit has been tracked independently for each group are not subject to this provision.

4.1.7 Boards with deficits will recover the amount from their CFR and IBNR. Any portion of the deficit remaining in excess of the CFR and IBNR will be the responsibility of the board.

4.1.8 In order to ensure the fiscal sustainability of said benefit plans, Boards will not make any withdrawal, of any monies, from any health care benefit plan reserves, surpluses and/or deposits nor decrease in benefit plan funding unless in accordance with B-Memo B04:2015. It is the parties understanding that Ministry of Education Memo B04:2015 applies and will remain in effect until Board plans become part of the Trust.

4.2.0 On-Going Funding

4.2.1 For the current term the Boards agree to contribute funds to support the Trust as follows:

- a. The Boards will continue to provide benefits in accordance with the existing benefit plans and co-pay arrangements until the Employees' Participation Date in the Trust.
- b. On the participation date, for board-owned defined benefit plans, the board will calculate the annual amount of i) divided by ii) which will form the base funding amount for the Trust;
 - i) "Total cost" means the total annual cost of benefits and related costs including but not limited to claims, administration expenses, insurance premiums, consulting and advisory fees and all other costs and taxes, as reported on the insurance carrier's most recent yearly statement and, if any, premium costs on other school authority financial statements for the year not ending later than August 31, 2015. The statements are to be provided to the Ministry of Education.
 - ii) The average number of Full-Time Equivalent (FTE) positions in the bargaining unit as at October 31st and March 31st for the period consistent with b i).
- c. All amounts determined in this Article 4 shall be subject to a due diligence review by the OSSTF. The school authorities shall cooperate fully with the review, and provide, or direct their carriers or other agents to provide, all data requested by the OSSTF. If

any amount cannot be agreed between the OSSTF and a school authority, the parties shall make every effort, in good faith, to resolve the issue using the data provided, supporting information that can be obtained and reasonable inferences on the data and information. If no resolution to the issue can be achieved, on any material matter, then this Letter of Understanding shall be null and void, no Participation Dates for any Boards shall be triggered and the benefits related provisions of all local agreements, as they were before the adoption of this Letter of Understanding, shall remain in full force and effect.

- d. On the participation date, the board will contribute to the Trust the amount determined in s. 4.2.1 (b) plus 4% for 2015-16 and 4% for 2016-17.
- e. An amount of \$300 per FTE, in addition to (d) will be provided.
- f. To the extent that there is an increase agreed to prior to September 1, 2016 at another bargaining table that is beyond the base funding amount for that table, the same amount per FTE will be provided to the Trust if it is in excess of the amount in (e).
- g. On the participation date, for defined contribution plans, the board will contribute to the Trust, the FTE amount indicated in the collective agreements for the fiscal year 2013-14, plus 4% for 2015-16 and 4% for 2016-17. In 2014-15, for Federation owned plans, if in aggregate, the following three triggers are met:
 - i) there is an in-year deficit,
 - ii) that the deficit described in i) is not related to plan design changes,
 - iii) that the aggregate reserves and surpluses are less than 8.3% of total annual costs/premiums,

then the in-year deficit in i) would be paid by the board associated with the deficit.

- h. With respect to (b) and (d), above, the contributions provided by the Board will include the employees' share of the benefit cost as specified by the board's collective agreement until such time that the employees' share is adjusted as determined by the Trust and subject to the funding policy.
- i. The terms and conditions of any existing Employee Assistance Program shall remain the responsibility of the respective boards and not the Trust.
- j. The FTE used to determine the Boards' benefits contributions will be based on the boards' FTE as of October 31st and March 31st of each year. Each Board's total FTE shall be verified by the Local Bargaining Unit.
- k. All Long-Term Occasional employees will be eligible for benefits under the Trust subject to the appropriate waiting period for benefits as defined under the school board collective agreements. Any co-pay arrangements that exist under school board collective agreements will continue under the Trust.
- l. With respect to daily occasional teachers, where payment is provided in-lieu of benefits coverage, this arrangement will remain the on-going obligation of the boards. Where benefits coverage was previously provided by the boards, payment-in-lieu will be provided.
- m. Funding previously paid under (b),(d),(e) and (f) above will be reconciled to the agreed October 31st and March 31st FTE and any identified difference will be remitted to the Trust in a lump sum on or before the last day of the month following reconciliation.
- n. In the case of a dispute regarding the FTE number of members for whom the provincial benefits package is being provided, the dispute will be resolved at the boards' joint staffing committee.
- o. As of the day that a Board commences participation in the Trust, Boards will submit an amount equal to 1/12th of the negotiated funding amount as defined in s. 4.2.1

(b), (d), (e) and (f) to the Plan's Administrator on or before the last day of each month.

5.0.0 SUSTAINABILITY, EFFICIENCY AND ACCOUNTABILITY

5.1.0 Shared Services

- 5.1.1 OSSTF agrees to adopt a shared services model that will allow other Trusts to join the shared services model. The shared services office of the Trust is responsible for the services to support the administration of benefits for the members, and to assist in the delivery of benefits on a sustainable, efficient and cost effective basis.
- 5.1.2 Shared administrative services will be provided by the Ontario Teachers Insurance Plan ("OTIP") for a period of three years from the commencement of the first participation date and will be competitively procured within 4 years from the employee representative group's last participation date.
- 5.1.3 Any procurement of services to support the administration of benefits conducted by the shared services office should include the procurement of these services for all Trusts to ensure the most efficient and cost effective service.

5.2.0 Board of Trustees' Responsibilities

- 5.2.1 The Board of Trustees will be responsible for the operational and financial sustainability of the Trust, including:
 - a. Validation of the sustainability of the respective Plan Design;
 - b. Establishing member contribution or premium requirements, and member deductibles;
 - c. Identifying efficiencies that can be achieved;
 - d. Adopting an Investment Policy; and
 - e. Adopting a Funding Policy.
- 5.2.2 Under the Funding Policy, surpluses at the Trust may not be refunded or distributed in cash, but may be used, as determined by the Trust to:
 - a. Fund future claims in conjunction with the fixed funding and term contained in the collective bargaining agreement;
 - b. Fund claims stabilization or other reserves;
 - c. Improve plan design;
 - d. Expand eligibility (subject to Section 3.1.2 through to 3.1.4); and
 - e. Reduce member premium share.
- 5.2.3 Under the Funding Policy, actual and projected funding deficiencies of the Trust will be addressed no later than the next regular plan renewal (as of September 1st) using one or more of the following methods, as determined by the Trust:
 - a. Use of existing claims stabilization funds;
 - b. Increased member share premium;
 - c. Change plan design;
 - d. Cost containment tools;
 - e. Reduced plan eligibility; and
 - f. Cessation of benefits, other than life insurance benefits.

5.3.0 Accountability

- 5.3.1 Actuaries and external auditors will be appointed by the Trust. Audited financial statements, and an actuarial evaluation report will be obtained for the Trust on an annual basis. The actuarial report will include projections for the Trust for a period of not less than 3 years into the future.
- 5.3.2 If the actuarial report projects the CFR balance to be less than 8.3% of plan expenses over a projected three year period, then a plan design change must be made to address the projected shortfall in the CFR. If the motion to adjust the plan design does not pass, the Trust will increase member share premiums to restore the balance above 8.3%.
- 5.3.3 Copies of the audited financial statements and actuarial evaluation report requested in section 5.3.1, will be shared with the federation, OPSBA and the Ministry of Education.

6.0.0 TRANSITION COMMITTEE

- 6.1.0 A transition committee comprised of the employee representatives and the employer representatives, including the Crown, will be established to address all matters that may arise in the creation of the Trust.

THIS LOA WILL BE RETAINED FOR HISTORICAL REFERENCE ONLY

LANGUAGE FROM SEPTEMBER 1, 2014 – AUGUST 31, 2017, AND EXTENSION UNTIL AUGUST 31, 2019

LETTER OF AGREEMENT #6

BETWEEN

**The Ontario Public School Boards' Association
(hereinafter called 'OPSBA')**

AND

**The Ontario Secondary School Teachers' Federation
(hereinafter called the 'OSSTF')**

RE: Status Quo Central Items as Modified by this Agreement

The parties agree that the following central issues have been addressed at the central table and that the provisions shall remain status quo. For further clarity, the following language must be aligned with current local provisions and practices to reflect the provisions of the 2012-13 MOU. As such the following issues shall not be subject to local bargaining or mid-term amendment by the local parties. Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

1. PREGNANCY LEAVE BENEFITS

Common Central Provisions

- a) The Employer shall provide for permanent and long-term occasional teachers and teachers hired into a term position who access such leaves, a SEB plan to top up their E.I. Benefits. The teacher who is eligible for such leave shall receive salary for a period immediately following the birth of her child, but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and her regular gross pay.
- b) SEB payments are available only to supplement E.I. benefits during the absence period as specified in this plan.
- c) Teachers hired in a term position or filling a long-term assignment shall be entitled to the benefits outlined in a) above, with the length of the SEB benefit limited by the term of the assignment.
- d) Teachers on daily casual assignments are not entitled to pregnancy leave benefits.
- e) The teacher must provide the Board with proof that she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended, before SEB is payable.

- f) Teachers not eligible for employment insurance benefits or the SEB plan will receive 100% of salary from the employer for a total of not less than eight (8) weeks with no deduction from sick leave or STLDP.
- g) For clarity, for any part of the eight (8) weeks that falls during a period of time that is not paid (e.g. summer, March Break, etc.), the remainder of the eight (8) weeks of top-up shall be payable after that period of time.
- h) Teachers who require a longer than eight (8) week recuperation period shall have access to sick leave and the STDLP through the normal adjudication process.
- i) If an employee begins pregnancy leave while on an approved leave from the employer, the above maternity benefits provisions apply.
- j) The start date for the payment of the pregnancy benefits shall be the earlier of the due date or the birth of the child.
- k) Births that occur during an unpaid period (i.e. summer, March break, etc.) shall still trigger the pregnancy benefits. In those cases the pregnancy benefits shall commence on the first day after the unpaid period.

Local Bargaining Units will identify which of the SEB plans below apply in their circumstance. The applicable language must be included with the Common Central language above as paragraph I). The full article should then reside in Part B of the collective agreement;

- 1. A SEB plan to top up their E.I. Benefits for eight (8) weeks of 100% salary is the minimum for all eligible teachers. The teacher who is eligible for such leave shall receive 100% salary for a period not to exceed eight (8) weeks immediately following the birth of her child but with no deduction from sick leave or the Short Term Leave Disability Program (STLDP). The SEB Plan pay will be the difference between the gross amount the teacher receives from E.I. and their regular gross pay;
- 2. A SEB plan with existing superior entitlements;
- 3. A SEB or salary replacement plan noted above that is altered to include six (6) weeks at 100%, subject to the aforementioned rules and conditions, plus meshing with any superior entitlements to maternity benefits. For example, 17 weeks at 90% pay would be revised to provide 6 weeks at 100% pay and an additional 11 weeks at 90%.

2. Workplace Safety Insurance Benefits (WSIB) Top Up Benefits

If the employee is in a class of employees that, on August 31, 2012, was entitled to use unused sick leave credits for the purpose of topping up benefits received under the *Workplace Safety and Insurance Act, 1997*;

- a) The top-up amount shall be paid for a maximum of four years and six months.
- b) The top-up amount shall be paid at a rate determined in accordance with the collective agreement in effect on August 31, 2012 or, if the collective agreement did not provide for the top up, in accordance with a board policy in effect on August 31, 2012.

- c) If, as a result of an accident, an employee received benefits under the *Workplace Safety and Insurance Act, 1997* in respect of the first workday in the 2012-2013 fiscal year, the employee's entitlement to be topped up for four years and six months shall be reduced by the length of time for which the employee received benefits under that Act as a result of that accident.
- d) Status quo to be determined.

3. Short Term Paid Leaves

The parties agree that the issue of Short Term Paid Leaves had been addressed at the Central Table and the provisions shall remain status quo to provisions in current local collective agreements. For clarity, any leave of absence in the 2008-12 Collective Agreement, that utilizes deduction from sick leave, for reasons other than personal illness shall be granted without loss of salary or deduction from sick leave, to a maximum of five (5) days per school year. Local collective agreements that have more than (5) days shall be limited to five (5) days. These days shall not be used for the purpose of sick leave nor shall they be accumulated from year-to-year.

Such provisions shall not be subject to local bargaining or mid-term amendments between local parties. Notwithstanding this stipulation, local collective agreement terms will need to align with the terms above.

4. Retirement Gratuities

The issue of Retirement Gratuities has been addressed at the Central Table and the parties agree that formulae contained in current local collective agreements for calculating Retirement Gratuities shall govern payment of retirement gratuities and be limited in their application to terms outlined in Appendix A - Retirement Gratuities.

Disputes arising in respect of such provisions shall be subject to Section 43 of the *School Boards Collective Bargaining Act, 2014*.

The following language shall be inserted unaltered as a preamble to Retirement Gratuity language into every collective agreement:

"Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day.

The following language applies only to those teachers eligible for the gratuity above:"

[insert current Retirement Gratuity language from local collective agreement]

PART B - PSAT / OSSTF D30 LOCAL COLLECTIVE AGREEMENT

ARTICLE 1 - DEFINITIONS

1.1 In this Agreement:

- (a) Employer - means the Provincial Schools Authority as established under the *Provincial Schools Authority Act*.
- (b) "Union" means the Provincial Schools Authority Teachers as represented by the affiliated association OSSTF.
- (c) Teacher - means a person employed in a school as a Teacher but not as a supervisory officer, a Principal, Vice-Principal or an occasional Teacher and:
 - (i) Who is a member of the Ontario College of Teachers; or
 - (ii) Whose appointment as a Teacher is authorized by the Minister of Education and who is employed by the Employer.
- (d) "School Year" means the minimum number of days required in the Education Act and Regulations inclusive of the maximum number of allowable professional development days.
- (e) "School Day" means a regularly scheduled work day in accordance with the number of days referenced in Article 1.1(d).

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes Provincial Schools Authority Teachers, currently represented by the affiliated associated OSSTF, as the exclusive bargaining agent to represent and negotiate on behalf of the Teachers employed by the Provincial Schools Authority.
- 2.2 Subject to Article 2.1, the Union may be represented by any affiliated association or any duly authorized adviser, agent, counsel, solicitor or representatives, to assist, advise or represent the Union in all matters pertaining to the negotiation and administration of the Collective Agreement.
- 2.3 The Employer may be represented by an affiliated association or any other duly authorized adviser, agent, counsel, solicitor or representative to assist, advise or represent the Employer in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.4 The Employer recognizes the right of the Union to conduct meetings at each work site in accordance with the Employer's procedures.

ARTICLE 3 - MANAGEMENT RESPONSIBILITIES

3.1 Employer Responsibilities

Subject to the provisions of the Agreement, the parties recognize and accept that the Employer is responsible for all matters related to the employment of Teachers, including the responsibility:

- (a) To hire, transfer, promote, or assign;

- (b) To warn, discipline, demote, suspend, or discharge through the Principal or the appropriate supervisory officer, for just cause;
- (c) To select Teachers, through open competition, for positions of responsibility;
- (d) To exercise generally those functions which remain with the Employer in accordance with the provisions of this agreement and in accordance with the Laws, Acts and Regulations pertaining to employment and education in Ontario;
- (e) Employer shall not exercise any management rights unreasonably;
- (f) The Employer shall provide a secure location for teachers to store any Employer issued assets such as a laptop, expense card or cell phone outside of the regular school year;
- (g) Where the Employer wishes to create a new format for service delivery, the Employer shall consult with the Union prior to implementation.

3.1.1 Non-discrimination/Harassment/Health & Safety

- (a) There shall be no discrimination or harassment practiced by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, same sex partnership status, or disability, as defined in section 10(1) of the Ontario Human Rights Code.
- (b) Issues relating to alleged discrimination or harassment may, at the aggrieved party's option, be determined in accordance with the requirements of the Government of Ontario's Respectful Workplace Policy (Policy to Support a Respectful Workplace and Prevent Workplace Harassment and Discrimination), as amended from time to time.
- (c) The parties recognize the obligations to provide a safe and healthy environment and to carry out all applicable duties and obligations under the Occupational Health and Safety Act and the Education Act.
- (d) There will be one Union designated representative that is certified on each Joint Health and Safety Committee.

3.2 Ministry Responsibilities

Subject to the provisions of this Agreement, the parties agree that the ministries are responsible for all matters relating to administration in the Employers schools, including the responsibility to determine the number of Teachers to be employed, to convey to the Employer recommendation of positions of responsibility, and such other duties and responsibilities as are outlined in the Acts and Regulations pertaining to education in the Province of Ontario.

3.3 Use of Occasional Teachers

- (a) The Employer shall hire an occasional Teacher to perform the duties of a Teacher who is absent. It may not be necessary to employ an occasional Teacher in the situation where:
 - (i) The absence is one-half (1/2) school day or less;
 - (ii) The absence is the result of an emergency (an emergency is an unforeseeable circumstance during school hours);

- (b) No Teacher on a permanent, probationary or replacement contract shall be assigned to provide coverage for any Teacher who is absent except in emergencies. In such circumstance the Principal or Vice Principal shall provide written notice to the In-School Staffing Committee detailing the list of Occasional Teachers contacted and whether the Occasional Teacher did not respond or declined;
- (c) Principals may combine classes in instances where multiple classes are participating in an event and Teachers who are not travelling with students may be assigned the remaining students as long as:
 - (i) The students are in the same division
 - (ii) The assignment does not exceed class size limits
 - (iii) Affected Teachers are notified at least one week in advance.

Field Trips

- (d) A Teacher who participates in a field trip that takes the said Teacher away from his/her regular classroom instruction for more than one-half (1/2) of one school day will be replaced by an Occasional Teacher where the Teacher's absence would place an undue burden on any other Teacher.

3.4 Employer to Provide the Union with Statistics

- (a) The Employer agrees to provide to the Union on or before October 15th of each school year, information regarding Teachers covered by this Agreement, indicating Full Time Equivalent (FTE), leave status if greater than thirty (30) calendar days, category level, experience, allowances and total salary. In the event of any subsequent changes in any Teacher's status including, resignation, termination, and dismissal, the Employer shall notify the Union of such changes in accordance with Article 7.15.
- (b) The Employer shall provide an individual teacher's Ontario College of Teachers qualifications in instances when the Union requires such information and requests it.
- (c) The Employer shall provide a written report identifying the number of projected bargaining unit positions for the following school year to the Union by May 31 of each year.
- (d) If, after May 31, the number of bargaining unit positions required is less than what was identified under (c), the Employer will provide a rationale for the change to the Union supported by relevant documents, if any, detailing the modified operational needs.
- (e) Solely for the use of the Union executive or its designees, the Employer shall provide the Union with statistical information necessary for meaningful calculation of cost analyses for the purpose of salary negotiations and Union budgeting.

3.5 New Employee Status

3.5.1 All Teachers who are offered and accept employment with the Employer shall be:

- (a) Notified in writing of any recent or proposed changes in complement which could affect their future employment; and

- (b) Provided with an information package that shall include:
 - A printed and bound copy of the current collective agreement
 - Notice of where policies, procedures are located in the workplace
 - Standing Orders of the Correctional Facility (if applicable)
 - (c) Advised that they are a member of the PSAT bargaining unit, which is currently represented by the affiliated associated OSSTF, and provided with the name of the District Officer and District Officer's email address.
 - (d) When a new Teacher is hired for a position in the Provincial Schools Authority, the Employer will forward to the Union the name of the Teacher hired, the location and the timetable assigned to that Teacher within 15 days of commencement of employment.
- 3.5.2 (a) A Teacher shall be subject to a probationary period of one year, upon commencement of employment with the Employer.
- (b) Should the probationary Teacher be absent for a total of more than thirty (30) working days during the probationary period, the probationary period will be extended by a period of time equal to the number of working days missed.
 - (c) It is recognized that a lesser standard of just cause i.e. basic procedural fairness, applies to the warning, discipline, demotion, suspension or discharge of a Teacher during their probationary period.
 - (d) At the end of the probationary period, where a Teacher is not discharged pursuant to paragraph (c), they shall be appointed to permanent staff.

3.6 Legal Costs

Where, in the performance of his/her duties, the Teacher is charged with assault of a student and the Teacher is found not guilty by the courts, or no determination is made or where charges are withdrawn, the Ministry will pay all reasonable legal costs.

3.7 Medical Examinations

Where for reasons of health, a Teacher is frequently absent, unable to perform his/her duties or to attest to the Teacher's fitness to return to work, the Employer may require the Teacher to submit to a medical examination at the expense of the Ministry. The Employer will inform the Teacher of the requirement in writing.

3.8 Professional Development Fund

An annual professional development fund shall be established equal to one hundred and fifty dollars (\$150) times the number of permanent and probationary Teachers employed by the Employer as of September 1st of each year. The Employer shall pay the Union the amount of the fund in one instalment on September 30th. The Union shall administer the fund and provide the Employer with an annual statement by June 30th of how the fund was used for the professional development of Teachers over the previous year. The funds shall be used exclusively for the expenses directly related to the professional development of bargaining unit

members. The fund will be expected to meet current Ministry standards with respect to financial management and auditing.

ARTICLE 4 - WORKING CONDITIONS

4.1 Teaching Duties

- (a) Except in emergencies, a Teacher shall not be required to perform duties of other unionized or non-unionized employees of the Employer including but not limited to paraprofessional, lay or janitorial assignments that are not part of the Teacher's regular duties.
- (b) If a Teacher is required to perform a duty which he/she believes impairs his/her professional credibility, he/she may proceed with action based on the requirement that he/she perform teaching duties as outlined under the Education Act and its Regulations.
- (c) With the exception of emergencies and in accordance with all applicable legislation, no Teacher shall be required as part of their normal duties to do any medical or physical procedure for pupils that might in any way endanger the safety or well-being of the pupil or subject the Teacher to risk of injury or liability for negligence.
- (d) No Teacher shall be required to evaluate, or report on Teacher performance; or supervise other Teachers.
- (e) Any deviations from a Teacher's regular teaching and supervising duties must be assigned by a Principal.

4.2 Right to Inspect File

- (a) A Teacher and his/her designate if applicable shall have access to the physical personnel file maintained on site in the Human Resource office and/or the personnel file respecting the Teacher that is maintained in the Human Resource Branch of the Ministry responsible for the operation of the school. This access shall be during normal business hours, within ten (10) school days of making a request, and in the presence of the Superintendent or designee and shall occur at the school to which the Teacher is assigned. A Teacher shall be entitled upon request to a copy of any materials contained in his/her personnel file(s).
- (b) At the Teacher's request, he or she may be accompanied by one other person, who may have access as determined by the Teacher.
- (c) If a Teacher disputes the accuracy or completeness of any information in his/her personnel file(s), the Teacher may forward an application form to the Superintendent to have the information corrected. The Superintendent or designee shall notify the Teacher in writing of the decision and the reasons therefore within twenty five (25) school days. A copy of this letter and the application form will be placed in the file(s) and the information in the file(s) will be corrected or amended if applicable.
- (d) A Teacher shall receive a copy of any documentation placed in his/her personnel file(s) which contains information which may be detrimental to the Teacher within ten (10) school days.

- (e) Any letter of reprimand, suspension or other sanction will be removed from the corporate file of a Teacher eighteen (18) months following the receipt of such a letter of reprimand, suspension, or sanction, provided the Teacher's corporate file has been clear of similar occurrences for the past eighteen (18) months.
- (f) Notwithstanding the above, where the letter of reprimand, suspension or other sanction deals with action(s) that have impacted on the safety, well-being and care of students, the letter may remain on file at the discretion of the Employer.
- (g) A Teacher may request and the Employer shall consider removal of documents from the Teacher's personal file(s). Should the Employer not remove documents as requested by the Teacher, the Employer shall notify the Teacher in writing and provide reasons for the decision not to remove.

4.3 Teacher Performance Appraisal

- (a) Teacher Performance Appraisals shall be conducted by a person with Principal's qualifications (Parts 1 and 2) who has managerial responsibility for the school or service in which the Teacher performs his/her duties.
- (b) Teacher Performance Appraisal shall be conducted in accordance with the *Education Act* and relevant legislation and Ministry guidelines as amended.
- (c) If the Principal of a school considers it advisable to do so, he/she may conduct a Teacher Performance Appraisal in a non-evaluation year. If the Principal decides to conduct this appraisal then the Principal will advise the Teacher in writing that he/she will be added to the list of Teachers to be evaluated during the school year and will include reasons for the decision. Except during a Teacher's evaluation year, a Teacher may request a performance appraisal in addition to those required.
- (d) The Employer shall establish appropriate appraisal protocols for the assessment of Teachers who are not routinely in front of students. The Principal or the Principal designate conducting the performance appraisal, shall discuss and confirm in writing the protocol, including the observation date(s) and location(s) and format of the observations with the Teacher at the pre-observation meeting.
- (e) At the request of either the Teacher or the Principal, the Teacher and Principal shall meet to discuss the Performance Appraisal after the Teacher receives a copy of the summative report. At the request of the Teacher, he/she may have a representative of the Union present at such a meeting, in accordance with the Teacher's rights in Article 4.5.
- (f) After a Teacher has received a second consecutive unsatisfactory appraisal, the Union on behalf of the Teacher may grieve both unsatisfactory appraisals.
- (g) A copy of the Technical Requirements Manual "Performance Appraisals for Experienced Teachers and New Teacher/Induction Elements Manual" shall be available for review at each school. Any additional Employer policies and procedures concerning Teacher Performance Appraisal shall be provided to each Teacher being evaluated.

- (h) A Teacher shall be given at least forty-eight (48) hours' notice before a classroom observation.
- (i) Following an unsatisfactory Teacher Performance Appraisal rating, a Teacher shall be allowed a minimum of twenty (20) school days to improve before the next Teacher Performance Appraisal procedure begins.
- (j) Following notification that a Teacher is on review status, the Teacher shall be allowed a minimum of forty (40) school days to improve before the next Teacher Performance Appraisal procedure begins.

4.4 Classroom Visits

Individual Teacher(s) affected by classroom visits for tours or other demonstration purposes shall be notified by the Principal or designate, no later than the end of the school day prior to the visit.

4.5 Representation

- (a) The Employer will notify the Union and provide regular updates on matters involving Teacher tenure and job security.
- (b) Where a Principal or other Employer representative intends to meet with a Teacher:
 - i) for disciplinary purposes;
 - ii) to investigate matters that may result in disciplinary action;
 - iii) for a formal counselling session with regard to unsatisfactory performance or behaviour; or
 - iv) for any meetings arising from unsatisfactory results in the Teacher Performance Appraisal process outlined in 4.3 above;

The Teacher shall be advised in advance of the purpose of the meeting and the Union will be copied on this notification. The Teacher shall have the right to be accompanied by and represented by a Union representative of the Teacher's choice. At the commencement of such meeting, should the teacher choose to attend without a Union representative present, a waiver of representation shall be signed with a copy provided to both parties.

- (c) Where a Teacher wishes to meet with a Principal or other Employer representative for any reason, that Teacher shall have the right to be accompanied by a Union representative of the Teacher's choice. Such representative shall be permitted to attend as an observer only for the purpose of that meeting
- (d) The Employer shall set a time and place for the meeting which is mutually agreeable between the Employer and the Teacher. If a Teacher requests a Union representative to be present at the meeting, the Employer shall allow up to three (3) days from the time of the notice in (b) to consult with and secure Union representation for the meeting. However, where urgency is required, the Employer shall give the Teacher notice so that the Teacher can be represented by a Union representative in person or by teleconference at the time set by the Employer.
- (e) The Principal of the school shall ensure that the Union representative has a suitable

location that will allow for privacy and confidentiality when consulting with members pursuant to (b).

- (f) Only an authorized Union representative shall have standing at any meeting where Article 4.5 applies.

4.6 Elementary Teacher Schedule

- (a) Each Teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes free from assigned duties between the hours of 11:00 a.m. and 1:45p.m.
- (b) An elementary Teacher's workload shall be as follows:

The instructional day shall be three hundred (300) instructional minutes, commencing with the start of opening exercises or the start of instruction, whichever comes first, and ending with the student's dismissal from school, exclusive of lunch and recess break(s).

For W. Ross Macdonald School, for Monday through Thursday the instructional day shall be three hundred and twenty (320) instructional minutes and for Friday shall be one hundred and sixty (160) instructional minutes, commencing with the start of opening exercises or the start of instruction, whichever comes first, and ending with the student's dismissal from school, exclusive of lunch and recess break(s).

The Employer shall ensure that no full-time Teacher is required to perform in excess of seventy five (75) minutes of supervision for each five (5) consecutive instructional days. For the purpose of the supervision provisions of the Collective Agreement, supervision time shall be defined as the time a Teacher is assigned to supervise students.

For greater certainty, supervision assignments will be based on the recognition that the safety and well-being of pupils must be assured while the school buildings and playgrounds are open to pupils and may include recess duty, lunch duty, hall duty and bus duty.

In developing class and Teacher timetables, Principals shall regularly schedule the equivalent of two hundred and forty (240) minutes of preparation time during the instructional day, within any period of five (5) consecutive instructional days, free from supervisory, teaching or other assigned duties for each full-time Teacher and shall provide the equivalent of two hundred and forty (240) minutes on a prorated basis for part-time Teachers.

The weekly minutes of preparation time, generated within twenty consecutive instructional days, may be aggregated with the mutual consent of the Principal and Teacher, to provide for meaningful blocks of preparation time for Teachers.

Preparation time shall be used for professional activities as determined by the Teacher and shall be assigned only during the instructional program of each school day. All unassigned time shall be available to Teachers for marking and preparation. The Employer shall schedule preparation time in blocks of not less than twenty (20) consecutive minutes.

Scheduled intervals between classes do not form part of the instructional day and do not count in the calculation of instructional time.

- (c) The provisions in the above Article 4.6 (b) will apply to all Teachers at W. Ross Macdonald Deafblind program.
- (d) It is agreed that the current timetable practice will continue for Teachers at the Ministry of the Solicitor General.
- (e) The IEP for each student shall be completed by a group of Teachers in collaboration with the Special Education Resource Teacher where generated. This team approach shall be used to distribute workload and maximize Teacher expertise. IEP's will be completed in accordance with Ministry policies and procedures and the Principal will assign the workload after consultation with the ISSC and the Special Education Resource Teacher.
- (f) The workload guidelines outlined in this Article shall be pro-rated for part-time Teachers in the same ratio as part-time employment is to full-time employment.

4.6.1 Secondary Teacher Schedule

- (a) Each Teacher shall have a lunch break of a minimum of forty (40) consecutive minutes between classes free from assigned duties between the hours of 11:00 a.m. and 1:45p.m.
- (b) The following workload is based on seventy five (75) minute periods or equivalent.

Each full-time Teacher shall be assigned a maximum of eleven hundred and twenty five (1125) minutes, but no more than 6.0 instructional periods.

Commencing September 1, 2008, each full-time Teacher may also be assigned up to sixty four (64) half-periods [based on seventy five (75) minutes] or equivalent of Alternative Professional Assignments (APA) during the school year, comprised of either supervision, remediation, student mentoring and Teacher mentoring. Part-time Teacher workload shall be pro-rated.
- (c) A Teacher's timetable shall be established in consultation with the Teacher. Once established the Teacher's schedule shall not be altered without prior consultation with the Teacher.
- (d) All Teachers shall receive tentative timetables for the following school year no later than the last day of the current school year as defined by the school year calendar.
- (e) All Teachers shall receive timetables no later than September 1 for Semester 1 and no later than January 30 for Semester 2. The timetables shall include the courses they are assigned, APAs or supervision time, preparation time or unassigned time, course codes and the number of students in the class, and the length of each instructional time.
- (f) All assigned time, unassigned time, and preparation time, as applicable, shall appear on each Teacher's timetable. All unassigned time or preparation time in accordance with Article 4.6(b) shall be available to Teachers for marking and preparation.
- (g) No Teacher shall be allocated assigned time over a continuous interval exceeding one hundred and eighty seven (187) minutes excluding travel time between periods.

- (h) The IEP for each student shall be completed by a group of Teachers in collaboration with the Special Education Resource Teacher where generated. This team approach shall be used to distribute workload and maximize Teacher expertise. IEP's will be completed in accordance with Ministry policies and procedures and the Principal will assign the workload after consultation with the ISSC and the Special Education Resource Teacher.
- (i) The workload guidelines outlined in this Article shall be pro-rated for part-time Teachers in the same ratio as part-time employment is to full-time employment.

4.6.2 Working Conditions Pre-School Home Visiting Teachers and Resource Consultants

- (a) Full time Pre-school Home Visiting Teachers and Resource Consultants will work thirty six and one quarter (36.25) hours per week on average for each month during the school year. Such time is inclusive of any scheduled staff meetings, service delivery, preparation, travel, report writing or office time. This full time assignment shall be pro-rated for part time Pre-School Home Visiting Teachers and Resource Consultants in the same ratio as part-time employment is to full time employment.
- (b) All Teachers shall complete a monthly log of their work including travel time, service delivery, office times, preparation times, report writing and overnight stays. Teachers shall print and provide a copy of their monthly work log to their Principals as required.
- (c) When travelling Resource Teachers shall be reimbursed for meals and incidental work related expenses in accordance with the Management Board of Cabinet Travel, meal and Hospitality Expenses Directive.
- (d) Each Teacher shall be designated a headquarters. Any travel required in the performance of a Pre-school Home Visiting Teacher and Resource Consultant work will be deemed assigned time. Time traveled to and from the Teacher's residence to his or her designated headquarters is not included.
- (e) Any Pre-school Home Visiting Teachers and Resource Consultant who is authorized to work on a Saturday or Sunday or a day which is normally a holiday will be given the opportunity to take the equivalent time off at a time mutually agreeable between the Principal and the Teacher. If the time cannot be scheduled prior to the end of the school year the Teacher shall receive equivalent compensation under Article 10.2 (b).

4.6.3 Resource Services Staffing Committee

- (a) A Resource Services Staffing Committee will be established. The Committee will be comprised of two (2) Principals and/or Vice-Principals responsible for the Resource Department, up to two (2) Pre-School Home Visiting Teachers and up to two (2) Resource Consultants who are appointed by the Union.
- (b) The mandate of the Resource Services Staffing Committee will be to review and monitor staff assignments. The Committee shall meet prior to the end of October and prior to the end of February and at other times upon mutual agreement of the Employer and the Union. Prior to each meeting, the Employer shall provide copies of all Teachers' work logs as specified in Article 4.6.2(b) to the Union Representative. The Principals will have final authority for approval of workload. Any Teacher who disagrees with their assignment may appeal to the SAC (Staffing Advisory Committee).

- (c) The parties acknowledge that the role of the Committee is advisory and nothing in this Article affects the Employer's rights under Article 3.1 and 3.2.

4.7 Moving Expenses

The Employer may pay moving expenses equivalent to those set out in Part 1 of the Management Board "Relocation Expenses" Directive, where an employee is relocated at the request of the Employer, to a position which is more than forty (40) kilometres away from his/her original position. Expenses incurred because of relocations due to Article 7.14 shall be in accordance with Article 7.14.6.

4.8 Compensation for the Use of a Personal Car

A contract Teacher required to use his/her personal car in the course of his/her duties with the Employer will be paid for kilometres driven in accordance with the terms established by Management Board of Cabinet for the Civil Service. Whenever these rates change, the Employer shall notify every Teacher in writing or electronically within five (5) days of the announced change(s). This notification will include the new rate(s) and the effective date(s).

4.9 Hepatitis B Vaccination

On receipt of a letter from a Teacher's physician indicating that the Hepatitis B vaccination is advisable, the school or facility will reimburse the invoiced cost of such vaccinations.

4.10 Interpreter Services

The Employer shall provide accommodations for American Sign Language (ASL)/English/Langue des signes Québécoise (LSQ)/French interpreter services requested by Teachers in a manner consistent with its obligations under the Human Rights Code.

4.11 Part-time Teachers

A part-time Teacher is entitled to the same rights under the agreement that a full-time Teacher has, except for the following:

(a) Salary and Allowances

- (i) A part-time Teacher shall be paid at the rate of salary for his/her category and appropriate allowances for teaching and related experiences and post-graduate degree(s) as provided in this Agreement, all of which shall be pro-rated in the same ratio as part-time employment is to full-time employment.
- (ii) The Authority agrees that a part-time Teacher who works less than a full day shall be informed of his/her salary calculation prior to commencing his/her teaching duties. Such calculation shall be in the same ratio as the Teachers part-time employment bears to full-time employment.

(b) Benefits

A part-time Teacher is not entitled to part-time benefits. A part-time Teacher may elect to purchase the benefit coverage available to a full-time Teacher. If the Teacher makes such an election, the Authority will pay premiums which are pro-

rated in the same ratio as that Teacher's part-time employment bears to full-time employment and that part-time Teacher will pay the balance of the premiums.

4.12 Assistive Devices for the Deaf

Effective September 1, 2008 eligible Deaf/Hard of Hearing (HoH) employees shall be entitled to receive a taxable, one-time payment of up to five hundred (\$500) lifetime.

This maximum payment amount shall be available exclusively for reimbursement of costs incurred personally by the employee for the purchase of an electronic mobile telecommunication-enabling device for the employee. It is understood that an employee is entitled to reimbursement only of those costs incurred by the employee over and above any reimbursement available from any other source, including reimbursement from a government plan.

To qualify for this payment, an employee must:

- (a) submit a completed medical form, signed by a legally licensed physician or audiologist, that confirms the employee has a hearing loss severe enough to impede normal use of the telephone even with the use of a hearing aid and a voice-amplified telephone, and would require the use of a TDD/TTY on a long-term basis; and
- (b) provide all necessary receipts/proof of purchase for the electronic mobile telecommunication-enabling device.

ARTICLE 5 - UNION LEAVE AND DUES CHECK-OFF

5.1 Union Officials

- (a) Union officials shall be given time off without loss of pay for Employer-Union business to attend joint Employer-Union meetings as described in Article 6.1 (JRC), 6.2 (CTS) and 7.11 (SAC).
- (b) Leave of absence without loss of pay shall be granted by the Employer to members of the Union executive or its designees for the purpose of conducting Union business. The Union shall advise the Employer on September 1st and January 1st of the dates of its regularly scheduled executive meetings. With the exception of the president, the Employer may refuse, within five (5) school days of the request, to grant a leave under this Article due to operational requirements, including the number of approved leaves already granted for a given day. A leave request under this Article shall not be unreasonably denied. The Union will reimburse the Ministry for the cost of an occasional Teacher.
- (c) An annual leave-of-absence with pay shall be granted to the Teacher who is the District Officer of the Union. The Teacher on this leave-of-absence shall:
 - (i) be granted a full year seniority;
 - (ii) accumulate a full year teaching experience;
 - (iii) be entitled to all the benefits as outlined in Article 12 of the agreement; and
 - (iv) subject to the promotion, transfer and redundancy provisions of this agreement, the Teacher on leave-of-absence shall return to an equivalent regular position at his/her school as he/she held before the commencement of the leave.

- (v) If the District Officer of the Union is absent for more than five (5) consecutive school days, then he or she shall be replaced by a member identified by the bargaining unit. The Union will reimburse the Ministry for the cost of an occasional Teacher as required.
- (d) The Union will reimburse the Employer for the cost of the Teacher on leave under Article 5.1(c). The amount to be reimbursed will be equal to fifty (50) percent (%) of the actual placement on the salary grid of the Teacher on leave.
- (e) Leave of absence without loss of pay shall be granted to up to four members of the Union and the District Officer, who participate in collective bargaining.
- (f) The Union shall notify the Employer of the names of the Teachers who represent the Union, and the Teachers they are authorized to represent.
- (g) The Union shall notify the Employer seven (7) days in advance of leaves to be taken under (b) prior to leaves being taken. The Bargaining Unit President shall provide seven (7) days' notice in advance of a leave where feasible.

5.2 Compulsory Dues Check-off

- (a) Compulsory dues check-off shall be mandatory for all Teachers. The amount to be deducted shall be determined by the Union.
- (b) Dues shall be deducted and returned to the Union in a manner determined by the Union, in consultation with the Employer.
- (c) A similar mechanism for the deduction of Union dues on a pro-rated basis will apply to Teachers whose term of employment commences January 1 or who are employed for less than a full year.
- (d) Requests for exemption from paying dues or levies to the Union for religious convictions or beliefs shall be in accordance with section 52 of the Ontario Labour Relations Act.

ARTICLE 6 - COMMITTEES

6.1 Joint Relations Committee

- (a) The Employer and the Union shall establish a committee to be known as the Joint Relations Committee, composed of three (3) representatives of the Employer and three (3) representatives of the executive of the Union. This Committee shall meet at its discretion.
- (b) The mandate of the Joint Relations and its sub-committees shall consist of the following:
 - (i) Issues pertaining to or arising from the Collective Agreement;
 - (ii) Operation of the joint committee process including the creation of sub committees;
 - (iii) Discussion of issues arising from the passing or amending of statutes or regulations that result in changes to the Collective Agreement, which shall be discussed at the first available Joint Relations Committee meeting or earlier

- with the mutual consent of the co-chairs.
- (iv) Discussion of any potentially surplus teachers and options for maintaining their employment.

ARTICLE 7 – STAFFING

7.1 Seniority

(a) Prior to September 1, 2004:

- (i) Seniority means the total length of continuous service in the employ of the Employer or its predecessors, including any authorized leaves of absence up to twelve (12) consecutive months. Any period of leave in excess of twelve (12) consecutive months shall not count for seniority purposes. Any period of authorized leave shall not break the continuous status of the period of service.
- (ii) Any Teacher teaching half time or over beginning September 1, 1990, shall be granted a full year's seniority.
- (iii) Seniority shall include part-time service based on the ratio to the total number of days or part days worked in a year, provided such service is less than half-time (1/2).
- (iv) Teachers in the employ of the Employer on August 31, 1994, shall have all service in the employ of the Employer or its predecessors counted for seniority purposes.
- (v) Seniority includes secondments under Article 8.12, and temporary assignments under Article 7.6.

(b) Effective upon ratification and retroactive to September 1, 2004:

- (i) Seniority for all Teachers means the total length of continuous service as a member of the bargaining unit in the employ of the Employer or its predecessors. Any period of authorized leave, including secondments under Article 8.12, shall not be considered an interruption of continuous service.
- (ii) Any Teacher teaching half-time or over shall be granted a full year's seniority.
- (iii) Seniority shall include part-time service based on the ratio to the total number of days or part days worked in a year, provided such service is less than half-time (1/2).

- (c) The Employer will post seniority lists at all the Employer's schools, and will provide a copy to the Union, no later than December 1. A Teacher shall have until January 15 to query his/her position on the seniority list by stating the reasons for the query, and providing documentation where necessary, to the Employer, who shall review each query and revise the Teacher's placement if this is warranted after consultation with the Union. The revised list shall be posted no later than March 1. The seniority list will contain the name of Teachers in the bargaining unit and their seniority.

7.2 Employer Responsibility

It is the responsibility of the Employer, subject to the provisions of this Agreement, to assign Teachers to the schools within its jurisdiction; transfer Teachers from one school to another; and, where necessary, reduce staff in the event that a position becomes redundant.

7.3 Selection of a Teacher for a Position of added Responsibility in the Bargaining Unit

- (a) An open competition throughout the Ministry schools will be held in order that qualified Teachers may apply for vacant positions of added responsibility.
- (b) An unsuccessful applicant for a promotion to specific supervisory positions of added responsibility will be notified when the position is filled. An unsuccessful applicant shall, upon request, be granted an interview with an appropriate Employer Representative to discuss the matter, including the reasons why he/she was not successful.

7.4 Appointment of a Teacher to an Acting Position of Responsibility in the Bargaining Unit

A Teacher may be appointed to an 'acting status' in a position of added responsibility only under any of the following circumstances:

- (a) if the incumbent is returning to the position;
- (b) if the appointment occurs during the school year and a competition has been held or has been announced;
- (c) if changes in organization are pending within six (6) months and are indicated to the Union;
- (d) Where an acting appointment is known or reasonably known to be three (3) calendar months that are part of the school year or longer, a competition shall be held as provided for in Article 7.3 above to fill the acting position.

7.5 Term Appointment of a Teacher to a Position of added Responsibility in the Bargaining Unit

- (a) Where a term appointment to a Position of Added Responsibility is contemplated where no vacancy exists, a proposal must be submitted by the Principal/Superintendent through the Executive Director, to the Staffing Advisory Committee, for agreement, specifying the following:
 - (i) rationale for such term appointment;
 - (ii) term of appointment and conditions of renewal;
 - (iii) process of selection;
 - (iv) any other special conditions.
- (b) If a term appointment to a vacant position of added responsibility is being considered, the provisions of Article 7.3(a) will apply. Such proposal must also be submitted by the Principal/Superintendent through the Executive Director, to the Staffing Advisory Committee, for agreement, specifying the following:
 - (i) rationale for such term appointment;

- (ii) term of appointment and conditions of renewal;
 - (iii) process of selection;
 - (iv) any other special conditions.
- (c) An unsuccessful applicant for a promotion to a specific position of added responsibility will be notified when the position is filled. An unsuccessful applicant shall, upon request, be granted an interview with an appropriate Employer representative to discuss the matter, including the reasons why he/she was not successful.

7.6 Acting Principal and Vice Principal Positions

- (a) A Teacher may be appointed to a temporary assignment as a Principal or Vice Principal to replace an absent Principal or Vice Principal for a period of not more than one year. A temporary assignment may be extended beyond one year with the consent of the Union.
- (b) A Teacher who is appointed to fill a vacant Principal or Vice Principal position on a temporary basis, is deemed to be on leave from the bargaining unit, and shall retain the right, for a period of one year, to return to the bargaining unit without loss of seniority. A temporary appointment may be extended beyond one year with the consent of the Union.
- (c) A Teacher on a temporary assignment/appointment will continue to pay dues to the Union, and will be covered by the terms of the Collective Agreement related to pensions and insured benefits as well as Articles 3.7, 4.2, 4.7, 7.4, 7.14, 7.16, 7.17, 7.18, 7.21 and 8. Articles 10 and 11 apply as applicable to the temporary position and grievance rights under Article 9 apply only as they relate to the above mentioned Articles. All other terms and conditions of employment will be governed by the new position. No term or condition of employment with the accepting organization may be the subject of a grievance between the Teacher and/or Union and the Employer.
- (d) Upon completion of the temporary assignment/appointment, the Teacher shall return to the same or equivalent position that he/she occupied prior to the temporary assignment/appointment.
- (e) A Teacher on a temporary assignment or temporary appointment pursuant to (a) or (b) above, shall be deemed to have continuous service in the bargaining unit for the term of the assignment/appointment.
- (f) The Employer will backfill the position of a temporarily assigned/appointed Teacher in accordance with Articles 7.14, 7.15, and 7.20. Notwithstanding Article 7.20, should the temporary assignment/appointment end earlier than the agreed upon expiry date, the contract of the replacement Teacher shall be terminated with three weeks notice.
- (g) Acting Principals and Vice Principals will neither discipline nor conduct evaluations under Article 4.3. They will be responsible for working with Teachers in a coach/mentoring role, including the implementation of performance plans developed by the Teacher, the acting Principal or Vice Principal, and the Principal or Superintendent.

7.7 Creation of New Positions

- (a) In the event that a new position (title) of responsibility not already covered in the

Agreement is required within the system for Teachers subject to this Agreement, the creation of the new position and an appropriate allowance shall first be discussed with the Joint Relations Committee established under Article 6.1. Such committee shall report its recommendation(s) to the Employer and the Union within fourteen (14) days. The Employer and the Union shall consider the recommendation with respect to the creation of the new position and allowance.

- (b) If no agreement is reached through negotiations, the dispute may be determined by mediation as per Article 9.9 and/or arbitration as per Articles 9.8 or 9.11.

7.8 Voluntary Termination of Employment

The parties agree that a Teacher must notify the Employer at the earliest opportunity when he/she plans to resign or retire. Accordingly, where a Teacher intends to terminate her/his employment with the Employer for any reason, including resignation or retirement:

- (i) The Teacher shall give not less than twenty (20) school days' notice.
- (ii) When the Teacher intends to resign or retire at the end of the current school year, then the Teacher shall give notice on or before May 31st.
- (iii) Any Teacher who resigns from a Resource position shall be asked to submit outstanding expenses and have all pre-approved expenses paid within sixty (60) days of their resignation.
- (iv) The Employer, upon request of a Teacher who resigns, shall invite the Teacher to an exit interview to be conducted by the Human Resources Manager or Human Resources designate.

The Employer may waive the notice requirements under (i) or (ii).

7.9 Class Size

- (a) The class size provisions shall be published in Ministry schools.
Class size maximum shall not be exceeded without the prior consent of the Union.
- (b) Students will be placed in the appropriate class size in accordance with their IPRC identification.

If a Teacher believes that a student's needs would be better met in a different class size then the Teacher may discuss this matter with the Principal. If following the discussion the Teacher is not satisfied with the outcome then the final determination will be made by the Superintendent.

- (c) Class sizes shall be as per the following:

- (i) Schools for the Deaf

<u>Grades</u>	<u>Class Size</u>
Junior Kindergarten	Up to 4
Senior Kindergarten	Up to 4
I to 6	Up to 6
7 to 9	Up to 8

10 to Graduating Class	Up to 8
Communication Exceptionality (Autism)	Up to 4
Multiple Exceptionalities/SIP	Up to 4

Kindergarten and multiple exceptionalities

In kindergarten and multiple exceptionality classes the maximum pupil to instructional staff ratio shall be four to one (4:1). For the purposes of calculating this ratio, a Teacher shall have a weighting factor of one (1.0) and a classroom assistant or school aide shall have a weighting factor of 0.5. Only one classroom assistant or school aide per class shall be counted for purposes of determining the pupil to staff instructional ratio.

(ii) Schools for the Blind

<u>Grades</u>	<u>Class Size</u>
Primary	Up to 6
Junior and Intermediate	Up to 8
Secondary	Up to 10
Deaf/Blind	Up to 3
Multiple Exceptionalities/SIP	Up to 5

(iii) Special individualized Program

In the special individualized program, the maximum pupil to instructional ratio shall be five to one (5:1). For the purpose of calculating this ratio Teacher shall have a weighting factor of one (1.0) and a classroom assistant or school aide weighting factor of 0.5. Only one classroom assistant or school aide shall be counted for purposes of determining the pupil to staff ratio.

(iv) Physical Education Classes

Where physical education classes are combined, the maximum Teacher pupil ratio shall be maintained. For the purpose of calculating this ratio, a Teacher shall have a weighting factor of one (1.0) and a classroom assistant or school aide shall have a weighting factor of 0.5.

7.10 Component Staffing

- (a) Each Secondary School shall be assigned .17 FTE guidance Teacher for every twenty five (25) students or a major portion thereof.
- (b) There shall be a minimum of four (4) FTE assigned as Student Success Teachers system-wide.
- (c) The schools shall assign a minimum of three (3) FTE as an American Sign Language (ASL) / Langue des signes Québécoise (LSQ) Teacher system wide. The FTEs will be

equitably distributed amongst all schools for the deaf based on student enrolment.

- (d) W. Ross Macdonald School for the Blind shall have a minimum of one (1.0) FTE assigned to teach Braille and/or to support access to alternate format materials.
- (e) Each elementary school for the Deaf shall assign a minimum of 0.5 FTE Oral Language Teacher.
- (f) There shall be a minimum of one (1.0) FTE Educational Coordinator/Head of Organizational Unit for every twenty-five (25) FTE Teachers or a major portion thereof. It is understood that these appointments will be for a term of three (3) years.
- (g) The following schools shall assign a minimum of 0.5 FTE Special Education Resource Teacher (SERT); Robarts School for the Deaf; W.R. Macdonald School for the Blind; E.C. Drury Elementary School; E.C. Drury Secondary School; Sir James Whitney School for the Deaf; Centre Jules-Léger

7.11 Staffing Advisory Committee (SAC)

- (a) There shall be a Staffing Advisory Committee (SAC). The Staffing Advisory Committee shall be composed of six (6) members: three (3) representing the Union of which one shall be the President, and three (3) representing the Employer of which one shall be the Executive Director or designate. The Committee shall meet within six (6) weeks of a written request from either party, to a limit of three (3) times per academic year.
- (b) The Staffing Advisory Committee (SAC) shall perform the following duties:
 - (i) administer the staffing formula as it pertains to the allocation of staff required to implement the provisions of Articles 4.6, 7.9 and 7.10;
 - (ii) provide a copy to each ISSC of staffing allocations for each school;
 - (iii) provide a copy to each ISSC relevant parts of the Collective Agreement that pertain to staffing and working conditions;
 - (iv) meet with an ISSC via video conferencing, where applicable, at the request of the ISSC, the Principal and/or designate, the Union President, the Director or designate, or the SAC;
 - (v) review, monitor and make recommendations regarding working conditions of Teachers;
 - (vi) review, monitor and ensure that the application of transfer, surplus and redundancy procedures are properly followed;
 - (vii) annually monitor, review and set system-wide parameters for the Alternative Professional Assignments;
- (c) If the SAC cannot achieve agreement over an issue, the Union recognizes the Executive Director or designee's right to make a final decision. If in the opinion of the Union such a decision is a violation of the Collective Agreement or directives from the SAC, the Employer recognizes the Union's right to grieve.

- (d) Within the terms and conditions set out in this agreement, it is the responsibility of the Principal subject to the approval of his/her Superintendent(s), to organize the school to best meet the educational needs of the students in that school.

7.12 In-School Staffing Committees (ISSC)

- (a) An In-School Staffing Committee (ISSC) shall be established in each of the following schools:
 - Robarts School for the Deaf
 - W. Ross Macdonald School for the Blind
 - W. Ross Macdonald School for the Deafblind
 - E. C. Drury Elementary School
 - E. C. Drury Secondary School
 - Sir James Whitney School for the Deaf
 - Centre Jules-Léger
- (b) By September 15 of each year the Union shall inform the Principal of the names of the Union representatives who will serve on the ISSC at each school.
- (c) By September 15 of each year the Principal shall inform the local Union representative of the names of the management representative(s) who will serve on the ISSC and will establish the date for the ISSC meeting for no later than September 30. The Principal may appoint up to two (2) members, one of whom must be the Principal.
- (d) The responsibilities of the In-School Staffing Committee shall be as follows:
 - (i) Prior to June 30 the ISSC shall review the Teacher staff as allocated by the Staffing Advisory Committee;
 - (ii) Prior to June 30 the ISSC shall meet in order to provide input into the organization of the school timetable for the following school year;
 - (iii) Prior to June 30 the ISSC shall meet in order to provide input into the development of schedules for regularly scheduled Alternative Professional Assignments for the following school year;
 - (iv) Prior to June 30 the ISSC shall meet to review the assignments and timetabling of instructional periods and Alternative Professional Assignments (APA) time to each Teacher for consistency with the terms and conditions of the Collective Agreement;
 - (v) The ISSC shall provide copies of the Teacher assignments and timetables to the Staffing Advisory Committee by no later than October 15;
 - (vi) The ISSC shall report to the Staffing Advisory Committee the details of and reasons for any assignments that are contrary to the Collective Agreement.
- (e) The members of the committee shall receive the following as provided by the Principal or designate prior to the day of the meeting to allow the committee to perform the responsibilities in Article 7.12(d):
 - (i) Teacher timetables
 - (ii) Teacher supervision schedules

- (iii) Teacher surplus declarations
- (iv) Teachers on leave with return dates
- (v) Staffing and or related workload guidelines sent to the Principals and copied to the ISSC from the Staffing Advisory Committee and/or Superintendents.
- (f) In schools that are semestered the ISSC shall meet with the Principal and/or Principal designate a minimum of two (2) times during its term of duty and report in writing on its activities to the full school staff in order to complete the requirements of Article 7.12 (d). The dates shall be no later than June 30 for the following school year and no later than January 30 prior to the change in semester for that school year. The Committee may meet at other times upon mutual agreement of the Principal and the local Union representative.
- (g) The parties acknowledge that the role of this committee is advisory and nothing in this Article affects the Employer's rights under Articles 3.1 and 3.2.
- (h) The ISSC shall attempt to achieve agreement through consensus on all issues. If, however, the ISSC cannot achieve agreement over an issue, the ISSC will refer any concerns regarding the implementation of staffing and workload conditions to the Staffing Advisory Committee. The Principal and/or designate will provide the ISSC with at least twenty four (24) hours' notice of meetings. This timeline may be amended by mutual agreement of the parties.

7.13 Full-time to Part-time Teachers

A full-time Teacher who, prior to March 1, requests to teach part-time commencing the following school year may be granted the request to teach part-time provided that, in the opinion of the Executive Director or his/her designate, the position created by the reduction from full-time to part-time can be filled by a qualified Teacher and the number of positions to be held by part-time Teachers to teach in the same school and/or the system is not a financial or staffing burden to the Branch.

7.14 Redundancy, Lay-off, Recall and Deployment

7.14.1 In this Article, and in this agreement, each of the following is a school:

Ernest C. Drury
 Robarts
 Sir James Whitney
 William Ross Macdonald Deaf/Blind
 William Ross Macdonald Blind
 Centre Jules-Léger Deaf
 Centre Jules-Léger Deaf/Blind
 Centre Jules-Léger Blind
 Ontario Correctional Institute, and
 Any new school created pursuant to the *Provincial Schools Authority Act*

In this Article and in this agreement, each of the following is a school program:

Vocational
 Secondary
 Elementary

Resource

A course of study based on a curriculum

Special Education

Junior Kindergarten

Library

- 7.14.2 Where a school or a school program is to be closed, and a Teacher or Teachers is or are to be laid off as a result of the closure, the Employer shall give to the Union and to the Teacher(s) affected written notice of the closing on or before January 31 of the calendar year in which the closure is to take place effective August 31.
- 7.14.3 (a) A redundancy shall arise where a Teacher has been identified as excess to the requirements of the Employer based on the staffing complement and notification has been given to the Union and any Teachers to be laid off as required by Article 7.14.2 or 7.14.3
- (b) On or before April 15 of each school year, the Employer shall issue a notice in writing to the Union as to whether the total number of Teachers employed in a school exceeds the total number of Teachers required in the school for the ensuing school year.
- (c) When the total number of Teachers employed exceeds the total number required, then the notice required in Article 7.14.3(b) shall include the name of every Teacher who may be laid off and notice shall be given to the Teachers to be laid off. A copy of such notices shall be sent to the Union within five (5) working days. A Teacher shall have ten (10) working days to advise the Employer in writing, of his or her decision either
- (i) to be placed on the recall list and exercise his or her rights under Article 7.14; or
- (ii) not to be placed on the recall list, and receive severance pay in accordance with Article 7.14.3(h). If a Teacher does not so advise the Employer within this ten (10) day period, the Teacher will be deemed to have elected to be placed on the recall list and exercise his or her rights under Article 7.14.
- (d) Teachers in a school shall be laid off in reverse order of seniority, subject to qualifications as determined by the Employer in accordance with the Education Act and the Ontario College of Teachers Act.
- (e) Where a Teacher with special qualifications determined in accordance with (d) is required to teach an existing course, and none of the Teachers to be retained on the basis of seniority under clause 7.14.3(d) are qualified or, in the case of a layoff at the end of a school year, none of them undertake to and can attain qualifications by September 1, the Teacher with such special qualifications will be given priority and will not be laid off due to the redundancy.
- (f) A Teacher with one (1) or more year's seniority who has been laid off shall have:
- (i) the right to be recalled on the basis of seniority for a period of one (1) year and to be assigned to a position for which the Teacher is qualified or can reasonably be expected to become qualified before the Teacher is required to return, and
- (ii) the right to continue to participate in one or more of the benefit plans,

provided that the Teacher on lay-off pays the total cost of such plans.

- (g) A Teacher who chooses not to accept recall loses the right of recall.
- (h) A Teacher eligible to be placed on the recall list may elect to not be placed on the recall list and to receive severance pay under Article 8.2 as if he/she were retiring, except that there shall be no minimum service requirement as specified in Article 8.2(c).
- (i) A Teacher who has chosen to be placed on the recall list and who has not yet received an offer from the Employer of a position pursuant to Article 7.14.3(f) (i) may, at any time within the recall period, ask to be removed from the recall list and receive the severance package pursuant to Article 8.2.

7.14.4 (a) A Teacher employed to teach in a school operated by the Ministry of the Solicitor General who has received a notice of layoff shall, if qualified, be assigned to a vacancy in a school operated by the Ministry of the Solicitor General in accordance with Articles 7.16(c) and (d) if that vacancy is within forty (40) kilometres of the Teacher's school. If the employee refuses such an assignment, then he or she will be deemed to have resigned.

(b) A Teacher employed to teach in a school operated by the Ministry of Education who has received a notice of layoff shall, if qualified, be assigned to a vacancy in a school operated by the Ministry of Education in accordance with Articles 7.16(d) and (e) if that vacancy is within forty (40) kilometres of the Teacher's school. If the employee refuses such an assignment, then he or she will be deemed to have resigned.

(c) By mutual consent of the Employer and a Teacher who has received a notice of layoff, the Teacher may be assigned to any vacancy.

7.14.5 (a) A Teacher employed to teach in a school operated by the Ministry of the Solicitor General who has completed his or her probationary period and who has received notice of layoff, and has not been transferred to or is not qualified for transfer to a vacancy, and has not been transferred to a duty assignment or a retraining assignment, shall have the right to displace a Teacher as follows:

- (i) The Teacher shall be entitled to displace the least senior Teacher employed to teach in a school operated by the Ministry of the Solicitor General, whose duties the redundant Teacher is qualified to perform, or has undertaken to be qualified to perform by the following September 1, whose school is within forty (40) kilometres of the school of the redundant Teacher and who has less seniority than the redundant Teacher.
- (ii) If the redundant Teacher cannot displace an employee pursuant to Article 7.14.5(a)(i), then the Teacher is entitled to displace the least senior Teacher employed to teach in a school operated by the Ministry of the Solicitor General, whose duties the redundant Teacher is qualified to perform, or has undertaken to be qualified to perform by the following September 1, whose school is more than forty (40) kilometres away from the school of the redundant Teacher and who has less seniority than the redundant Teacher.
- (iii) If the redundant Teacher cannot displace an employee pursuant to Articles 7.14.5 (a) (i) and (ii), then the Teacher is entitled to displace the least senior

Teacher employed to teach in a Ministry of Education school, whose duties the redundant Teacher is qualified to perform, or has undertaken to be qualified to perform by the following September 1, whose school is within forty (40) kilometres of the school of the redundant Teacher and who has less seniority than the redundant Teacher.

- (iv) If the redundant Teacher cannot displace an employee pursuant to Articles 7.14.5 (a) (i), (ii) and (iii), then the Teacher is entitled to displace the least senior Teacher employed to teach in a Ministry of Education school, whose duties the redundant Teacher is qualified to perform, or has undertaken to be qualified to perform by the following September 1, whose school is more than forty (40) kilometres away from the school of the redundant Teacher and who has less seniority than the redundant Teacher.
 - (v) If the redundant Teacher cannot displace an employee pursuant to Article 7.14.5, then the Teacher is entitled to his or her rights under Articles 7.14.3 (f), (g), (h) and (i).
- (b) A Teacher employed to teach in a school operated by the Ministry of Education who has completed his or her probationary period and who has received notice of layoff, and has not been transferred to, or is not qualified for transfer to a vacancy, and has not been transferred to a duty assignment or a re-training assignment, shall have the right to displace an employee as follows:
- (i) The Teacher shall be entitled to displace the least senior Teacher employed to teach in a school operated by the Ministry of Education, whose duties the redundant Teacher is qualified to perform, or has undertaken to be qualified to perform by the following September 1, whose school is within forty (40) kilometres of the school of the redundant Teacher and who has less seniority than the redundant Teacher.
 - (ii) If the redundant Teacher cannot displace an employee pursuant to Article 7.14.5(b) (i), then the Teacher is entitled to displace the least senior Teacher employed to teach in a school operated by the Ministry of Education, whose duties the redundant Teacher is qualified to perform, or has undertaken to be qualified to perform by the following September 1, whose school is more than forty (40) kilometres away from the school of the redundant Teacher and who has less seniority than the redundant Teacher.
 - (iii) If the redundant Teacher cannot displace an employee pursuant to Articles 7.14.5 (b) (i) and (ii), then the Teacher is entitled to displace the least senior Teacher employed to teach in a Ministry of the Solicitor General school, whose duties the redundant Teacher is qualified to perform, or has undertaken to be qualified to perform by the following September 1, whose school is within forty (40) kilometres of the school of the redundant Teacher and who has less seniority than the redundant Teacher.
 - (iv) If the redundant Teacher cannot displace an employee pursuant to Articles 7.14.5 (b) (i), (ii) and (iii), then the Teacher is entitled to displace the least senior Teacher employed to teach in a Ministry of Solicitor General school, whose duties the redundant Teacher is qualified to perform, or has undertaken to be qualified to perform by the following September 1, whose school is more than forty (40) kilometres away from the school of the redundant Teacher and who

has less seniority than the redundant Teacher.

- (v) If the redundant Teacher cannot displace an employee pursuant to Articles 7.14.5 (b) (i),(ii), (iii) and (iv), then the Teacher is entitled to his or her rights under Articles 7.14.3 (f), (g), (h) and (i).

- (c) A full-time Teacher who has received a notice of lay-off shall have the right to displace the least senior full-time Teacher unless the Teacher who has received the notice consents to displacing the least senior part-time Teacher.
A part-time Teacher who has received a notice of lay-off shall have the right to elect to displace the least senior full-time Teacher or the least senior part-time Teacher.
- (d) As of May 1, the most senior Teacher who has received a notice of lay-off shall be entitled to exercise his/her right of displacement. The process will continue in order of seniority until the displacement procedure is complete.

7.14.6 (a) Subject to 7.5.6 (b), where a Teacher is transferred to a position more than forty (40) kilometres from his/her original position, pursuant to Article 7.14, and is thereby required to move his/her place of residence, he/she shall be entitled to relocation expenses, equivalent to those in Part 1 of the A Relocation Expenses Directive issued by Management Board Secretariat.

- (b) No relocation expenses will be paid where the Teacher moves his or her place of residence after being assigned, by mutual consent of the Employer and the Teacher, to a vacancy which is more than forty (40) kilometres from his/her original position if a vacancy was available within forty (40) kilometres of his/her original position.

7.14.7 (a) A Teacher displaced as a result of the application of Article 7.14 shall be notified of his or her displacement and termination to be effective August 31, by telephone where possible and as soon as is practicable; such notice shall be confirmed in writing.

- (b) A Teacher who is displaced by a Teacher exercising his or her rights to displace under Article 7.14 will have displacement rights under Article 7.14. The Teacher displaced by the first displaced Teacher will not have any displacement rights under Article 7.14.
- (c) A Teacher terminated pursuant to Article 7.14 shall be given a letter by his/her Principal indicating that his/her employment was terminated due to the Teacher's position having become redundant. The Teacher will choose whether to be placed on the recall list or to take a severance package pursuant to Article 8.2.
- (d) During the period May 15 to May 31 (inclusive), the seven (7) consecutive working days job-posting requirement as stated in Article 7.16 shall be reduced to five (5) consecutive working days.
- (e) Where a redundant Teacher(s) cannot be relocated within a school, the Employer will make every reasonable effort to facilitate the employment of such redundant Teacher(s) in those community-based organizations which service the type of special pupils who might otherwise be served in schools employing Teachers employed by the Employer.
- (f) Where a redundant Teacher cannot be located within a school, and has the required qualifications, the Employer will make every reasonable effort to obtain an interview for them at a demonstration school if a position is available in that school.

- (g) Where under Article 7.14, it becomes necessary to determine which of two or more Teachers with equal seniority shall have preference, such determination will be made by giving preference to the Teacher with the greatest length of recognized teaching service and, in the event of a tie, the Teachers shall draw lots to determine who shall have preference.
- (h) When Teachers will be affected by the terms of this Article, the Employer will notify the Staffing Advisory Committee and advise the Staffing Advisory Committee of any changes to the status of such Teachers.
- (i) A Teacher who becomes a "Replacement Teacher" upon being declared redundant, shall not receive a payment in accordance with clause 7.14.3(h) of this Article, until his/her contract of employment as a Teacher is terminated.
- (j) If a Teacher receives a lay-off notice, the Employer shall pay retraining costs, which represent tuition and accommodation up to a maximum of twelve hundred (\$1,200) for job related courses, to assume a teaching position with the Employer.
- (k) If a Teacher refuses a duty assignment under Article 7.17 or a retraining assignment under Article 7.18, the Teacher shall be laid off and shall be entitled to his/her rights under Article 7.14.3(f), (g), (h) and (i).

7.15 Vacancies

In this Article and in the Collective Agreement, vacancy - means a position that is open due to termination of a Teacher's employment, including retirement, resignation and dismissal, but, for greater certainty, not due to a leave of absence.

- (a) A vacancy will be deemed not to exist where the total complement of Teachers in a school is equal to or greater than the annual required complement of Teachers as determined by the school on June 15 of each year in accordance with the schools operational needs.
- (b) The Employer may, during the period of ten (10) consecutive teaching days following the occurrence of a vacancy, eliminate the vacancy. If the Employer does not eliminate the vacancy during the ten (10) day period, the Employer shall fill the vacancy with a qualified Teacher, or leave it unfilled for a maximum period of one year. If the Employer does not eliminate the position and does not intend to leave it unfilled for a period of one year, the Employer shall post the position within the period of fifteen (15) consecutive teaching days following the occurrence of the vacancy.
- (c) If the Employer does not eliminate a vacancy and decides to leave the vacancy unfilled for a period of one year it will notify the Union within ten (10) consecutive teaching days of the occurrence of the vacancy and will forward to the Union an amount of five hundred dollars (\$500) for each vacancy so left unfilled.
- (d) On or before June 15, the Employer will inform the Union in writing of any positions it intends to leave unfilled for the following school year.
- (e) The Employer may, with notification to the Union of its intent to do so, transfer an unfilled position from one school to another as operational needs require.

- (f) Teachers receiving notice of lay-off shall, if eligible, be assigned to any available vacancies pursuant to 7.14.4 before such notice of lay-off becomes effective.
- (g) Where an instructional position which has the responsibility for a course of study under Ministry of Education curriculum policy or for which credit is given towards a Secondary Diploma becomes available in the Provincial Schools Authority, the position shall not be filled by any person who is not a Teacher.

7.16 Job Posting and Transfer

- (a) Where a vacancy for a position occurs in the Bargaining Unit, the Employer shall post the vacancy at every work location where employees in the Bargaining Unit are employed.
- (b) Each posting will indicate the position, location, any requirements beyond basic qualifications, commencement date and deadline date for applications. A copy shall also be sent to the Union. Each posting will clearly indicate that applications shall be considered from members of the Teacher Bargaining Unit prior to considering external applicants.
- (c) The vacancy shall be posted for at least seven (7) work days before the deadline for applications for the position.
- (d) When a Teacher:
 - (i) has the qualifications and ability required for the position; and
 - (ii) has not had unsatisfactory evaluations placed on his/her file during the previous twelve (12) months; and
 - (iii) has applied for the position;
 the Employer will authorize the transfer.
- (e) Where, in the opinion of the Employer, two (2) or more Teachers possess the appropriate qualifications the following criteria shall be used, in order, to determine which Teacher shall be transferred:
 - (i) the Teachers' seniority;
 - (ii) the Teachers' experience in teaching the particular program;
 - (iii) the Teachers' additional qualifications.
- (f) Unsuccessful applicants shall be notified within five (5) working days after the vacancy has been filled. An unsuccessful applicant shall, upon request, be granted an interview with an appropriate Employer Representative to discuss the matter, including the reasons why he/she was not successful. The Union will be provided the name of the successful candidate.
- (g) The Employer will provide the Union with a list of the names of all internal applicants and the rank of each applicant within ten (10) days of the position being filled.
- (h) Notwithstanding the above, the Employer may choose to not post the vacancy and instead hire a candidate from a job competition that closed within the previous twelve (12) months. Where the Employer uses this provision, it shall provide the Union with the following information ten (10) school days prior to filing the vacancy:

- (i) Position title and location of the vacancy.
- (ii) Competition number of the previous competition.
- (iii) Name and rank of the candidate to be hired.

7.17 Duty Assignment

- (a) "Duty Assignment" means a temporary assignment for a maximum of one year to a temporary position established by a Ministry, for a Teacher declared available for transfer under Article 7.14.
- (b) Where a Teacher elects to accept a duty assignment as a result of the operation of Article 7.14, he/she will, subject to this Article, become eligible for a duty assignment for one year on full salary and benefits. Teachers will accept duty assignments in order of seniority.
- (c) The availability of duty assignments to be offered to Teachers will be determined by management.
- (d) The employment of a Teacher on a duty assignment shall terminate at the end of the year of his/her duty assignment, unless a vacancy occurs during that year for which he/she is eligible and for which he/she applies in accordance with Article 7.16, Job Posting and Voluntary Transfer.
- (e) A Teacher on duty assignment who applies for and receives a vacant position pursuant to (d) shall not receive moving or relocation expenses.
- (f) A Teacher whose employment terminates at the end of a duty assignment shall have recall rights under clause 7.14.3.
- (g) A Teacher whose employment terminates at the end of a duty assignment shall be entitled to a termination payment equal to one-third (1/3) of the payment to which he/she would have been entitled under clause 7.14.3 in the previous year.
- (h) Where a work assignment involves travel beyond an eighty (80) km. radius from the Teacher's place of residence or former employment location, he/she shall be entitled to a travel expense allowance up to a maximum of fifty dollars (\$50) per week, not to exceed two thousand dollars (\$2,000) per year.

7.18 Retraining Assignments

- (a) "Retraining Assignment" means a temporary assignment for a maximum of one year to a retraining position established by a Ministry for a Teacher declared "Available for Transfer" under Article 7.14.
- (b) Where a Teacher elects to accept a retraining assignment as a result of the operation of Article 7.14, he/she will, subject to this Article, become eligible for a retraining assignment for one year at seventy-five per cent (75%) percent of
 - (i) his/her grid salary; and
 - (ii) the Employer's premium contributions for insured benefits.

Teachers will be offered retraining assignments in order of seniority.

- (c) The employment of a Teacher on a retraining assignment shall terminate at the end of the retraining assignment, unless a vacancy occurs during the assignment for which he/she is eligible, and for which he/she applies in accordance with Article 7.16 - Job Posting and Voluntary Transfer.
- (d) A Teacher whose employment terminates at the end of a retraining assignment shall be offered a position with the Employer, if such a position becomes available within twelve (12) months of termination. If two (2) or more eligible Teachers apply for a vacant position pursuant to this clause, the Teacher with the greatest seniority at the date of his/her termination shall be offered the position.
- (e) A Teacher whose employment terminates at the end of a retraining assignment shall be entitled to a termination payment in accordance with Article 7.5.3.
- (f) Where a retraining assignment involves travel beyond an eighty (80) km. radius from the Teacher's place of residence or former employment location, he/she shall be entitled to a travel expense allowance up to a maximum of fifty dollars (\$50) per week, not to exceed two thousand dollars (\$2,000) per year.

7.19 Full-time Positions

- (i) Employees on a part-time basis shall be hired to fill full-time vacant positions for which they are qualified prior to Teachers being newly employed by the Authority, provided they have requested a full-time position by application to the Authority.
- (ii) If more than one employee is qualified for such assignment, the employee with the greatest seniority as defined in the agreement shall be assigned to the position.

7.20 Use of Replacement Teachers

- (a) A "Replacement Teacher" means a permanent or probationary Teacher employed by the Employer according to the Education Act for the purposes of replacing a Teacher who is absent from his/her duties for a full school year due to a leave of absence, a secondment, or long term disability. Except for secondments under Article 8.12 or temporary assignments under Article 7.17, the decision to hire a replacement Teacher shall be at the discretion of the Employer, according to operational needs. The Employer may hire one or more replacement Teachers to replace one Teacher.

Teachers who are employed as replacement Teachers for the terminal portion of one school year and the commencement portion of the following school year and where the duration of the contracts is equivalent to a full school year will be treated the same as Teachers identified above.

- (b) Each replacement Teacher shall be given a confirmation letter prior to commencing employment indicating:
 - (i) that he/she is a replacement Teacher;
 - (ii) the length of the term of the replacement contract;

- (iii) the name of the Teacher he/she is replacing.
- (c) Where the Teacher returns early from a leave, long term disability or secondment, the replacement Teacher will be given a minimum of four (4) weeks notice or four (4) weeks pay in lieu of notice of the early termination of the replacement contract.
- (d) The Union shall receive a copy of the letter to a replacement Teacher outlined in subsection (b) above within fifteen (15) days of the employment of the replacement Teacher.
- (e) A replacement Teacher shall be accorded all the rights and benefits of the Collective Agreement except where limited by this Article.
- (f) Article 7.14 shall not apply to replacement Teachers except where such a Teacher becomes a "Replacement Teacher" as a result of having been declared redundant.

7.21 Transfer of Schools

- (a) The Employer appreciates the concerns of the Union and its Teachers relative to the matter of transferring Ministry schools to local school boards.
- (b) The Union will be notified by January 15 of any proposed transfer of a provincial school to a local school board, which is to occur after August 31 of the same year. The Union and Employer will discuss the details of the transfer, including those which will affect the terms and conditions of employment of the Teachers after such transfer.

Implementation of the transfer to be effective subsequent to August 31 may proceed after February 1 of that year, and will include those terms and conditions agreed upon between the Employer and the Union.

Teachers employed in a school to be transferred may exercise their rights as provided for elsewhere in this Agreement.

- (c) Where a transfer is proposed, the Employer shall endeavour to have included in the transfer agreement, provisions which safeguard the salary, allowances and retirement gratuities of the transferred Teachers.
- (d) Every effort shall be made to ensure that full or dual seniority is included in the transfer agreement. If full or dual seniority cannot be agreed to by the receiving Board, the Employer and the Union will consider alternative provisions that are acceptable to the receiving Board.
- (e) The transfer agreement will contain a guarantee of employment status.
- (f) If a transfer agreement does not contain safeguards on all items listed in 7.21(c), a Teacher who is transferred shall receive a payment of one hundred per cent (100%) of the payment which would arise from a calculation under Article 8.2, Retirement Gratuity/Severance Pay.
- (i) A Teacher employed in a school where notice of transfer has been given for three or more years shall be allowed to seek alternate employment and to terminate his/her

employment at a mutually agreed upon time with Retirement Gratuity/Severance Pay according to Article 8.2.

7.22 Assignment Beyond Ten Months

While the Employer may request a Teacher to assume teaching duties beyond the regular ten (10) month teaching year, no Teacher shall be required to accept the assignment, and such duties will only be performed at the mutual consent of the Teacher and the Employer.

The Union will be advised of the term and nature of assignment agreed to by the Teacher and the Employer.

ARTICLE 8 – MEDICAL CERTIFICATES, RETIREMENT GRATUITY AND LEAVE PLANS

8.1. Medical Certificates

In case of illness of either a full-time or a part-time Teacher, a certificate from a legally qualified medical practitioner shall be required for absences in excess of five (5) consecutive working days. Notwithstanding this provision, a Teacher may be required to submit such a certificate for a period of absence of five (5) days or less. The Ministry shall bear the cost of such a required certificate.

8.2 Retirement Gratuity/Severance Pay

Retirement Gratuities were frozen as of August 31, 2012. A Teacher is not eligible to receive a sick leave credit gratuity or any non-sick leave credit retirement gratuity (such as, but not limited to, service gratuities or RRSP contributions) after August 31, 2012, except a sick leave credit gratuity that the Teacher had accumulated and was eligible to receive as of that day. The following language applies only to those teachers eligible for the gratuity above:

- (a) For the purpose of this Agreement, retirement means going on pension.
- (b) Teachers who were in the employment of the Employer as of December 31, 1975 shall, upon retirement, have the option of receiving either:
 - (i) a gratuity in an amount calculated by multiplying half the number of days in his/her accumulated attendance credits at the date he/she ceases to be an employee by the annual salary that he/she was receiving at the date he/she ceased to be an employee and dividing the product by two hundred (200); but in any event, the amount he/she will receive shall not exceed half (1/2) of his/her annual salary;
 - OR
 - (ii) a severance pay, upon completion of one (1) year's continuous service but under ten (10) years' service, equal to one (1) week of salary for each year of full-time teaching service with the Employer.
 - (iii) A Teacher may elect to defer part or all of the Teacher's retirement gratuity to the following calendar year if legislation permits. However, the gratuity must be paid out prior to March 31 of the following calendar year.
- (c) Teachers who started employment with the Employer after December 31, 1975 shall be entitled to a gratuity on retirement or death, calculated as in section (b) (i) above,

after five (5) years of service with the Employer.

- (d) Part-time Teachers will be entitled to a gratuity or severance pay, in accordance with sections (b) or (c) above, with a pro-rating of service under sections (b) (ii) and (c).
- (e) Where a Teacher is entitled to a gratuity or severance pay and dies prior to its receipt, the gratuity or severance pay shall be paid to his/her estate and the estate shall determine the selection as per (b) above.

8.3 Bereavement, Jury Duty or Witness, Military Service and Compensatory Leaves

- (a) Bereavement leave shall be granted by the Employer without loss of salary and without deduction of sick leave credits up to three (3) days for the purpose of compassionate leave at the time of death of the Teacher's spouse, mother, father, mother-in-law, father-in-law, brother-in-law, sister-in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, grandparent or grandchild, ward, guardian, aunts or uncles.
- (b) Additional days to a maximum of three (3) will be granted by the Employer when required for travelling time, and such days are to be deducted from the five (5) short term paid leave days provided to the Teacher in accordance with Part A Letter of Agreement # 6 Paragraph # 3 – Short Term Paid Leaves.
- (c) Where a full-time Teacher is absent from duty by reason of a summons to serve as a juror or a subpoena as a witness, the Teacher may, at his/her option:
 - (i) treat the absence as a leave without pay and retain any fee the Teacher receives as a juror or as a witness; or
 - (ii) treat the absence as a leave with pay and reimburse to the Treasurer of Ontario any fee the Teacher has received as a juror or witness.
- (d) The Employer may grant to a full-time Teacher a leave of absence of not more than one (1) week with pay and one (1) week without pay for the purpose of military service with the Canadian Armed Forces. The time for such leave must receive prior approval.
- (e) If a Teacher, at the request of a Ministry, works during regular school holiday periods, he/she will be given compensatory time off.

8.4 Miscellaneous Leaves

- (a) The Employer may grant a leave of absence with pay to a Teacher on special or compassionate grounds. These leaves shall be limited to:
 - (i) attending own graduation;
 - (ii) writing post-secondary examinations relating to improved qualifications;
 - (iii) exceptional reasons approved by the Employer;
 - (iv) absence due to inclement weather.
- (b) The Employer may grant a leave of absence with pay to a Teacher for not more than five (5) days in any school year, and such days are to be deducted from the five (5) short term paid leave days provided to the Teacher in accordance with Part A Letter of Agreement # 6 Paragraph # 3 (Letter of Agreement found in historical reference of Part A). These leaves may be granted:

- (i) upon the death of relative or close personal friend;
- (ii) to attend the graduation from a secondary or post secondary institution of a spouse or child or family member, including a parent, sibling and grandchild.
- (iii) to attend as an officer at functions approved by the Employer;
- (iv) to care for a member or members of the Teacher's immediate family in case of serious illness when the Teacher is unable to obtain other proper care for such member;
- (v) to a spouse for needs directly related to the birth of his son or daughter;
- (vi) for religious holy days
- (vii) for other approved circumstances, which may include personal reasons.

8.4.1 Personal Days

- (a) Each full time Teacher shall be granted up to one (1) personal day a year subject to the restrictions in (b) and (c) below. The Teacher shall give at least one week's notice to their Principal of when they require the leave. This leave shall be with pay and shall be deducted from the five (5) short term paid leave days provided to the Teacher in accordance with Part A Letter of Agreement # 6 Paragraph # 3 (Letter of Agreement found in historical reference of Part A). The Teacher shall not be required to disclose the purpose of the leave and shall not be denied the leave providing it complies with the time requirements in this Article. The Principal retains the discretionary right to reduce the time requirement for submission of the request.
- (b) Such leave shall not be taken to extend a vacation period (i.e. Christmas break, March break, summer break or statutory holiday).
- (c) A Principal may refuse to grant a leave due to operational requirements including the number of approved leaves already granted for a given day. A leave request shall not be unreasonably denied.

8.4.2 The Employer shall respond in writing to leave requests submitted under Article 8.4(b) and Article 8.4.1 within 10 school days.

8.5 Leave of Absence for Extended Period

- (a) Leave of absence without pay shall be granted to a Teacher where:
 - (i) the leave is for a maximum of one (1) year or for the period September 1 to December 31 or January 1 to August 31 in a school year;
 - (ii) the Teacher applies in writing for such leave prior to April 15 for a leave commencing the following September, or prior to October 15 for a leave commencing the following January 1;
 - (iii) an acceptable replacement Teacher can be employed; and
 - (iv) the program needs of the school can be met during the period of the Teacher's leave.
- (b) In the event of extenuating circumstances, leaves not complying with the conditions as set out in section 8.5(a) above may be approved by the Employer.
- (c) Should a Teacher decide not to return to the Employer following his/her leave of absence, the Ministry shall be notified as soon as possible of this decision.

- (d) Subject to the promotion, transfer, and redundancy provisions of this Agreement, the Teacher on leave of absence for up to one (1) year shall return to an equivalent regular position at his/her school as he/she held before the commencement of the leave.
- (e) When a Teacher is returning September 1 the following school year, it is expected that the Employer be notified by February 1 previous to the return. When a Teacher is returning January 1 the following year, it is expected that the Employer be informed by June 1 previous to the date of return. These dates may be waived through mutual agreement of the Employer and the Teacher.

8.6 Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act.
- (b) A Teacher on pregnancy leave shall have her benefits coverage continued during the period she is on pregnancy leave.
- (c) Seniority and service shall continue to accrue during the pregnancy leave.
- (d) A Teacher returning from pregnancy leave shall be paid at the step in the salary range that she would have attained had she worked during the leave of absence.
- (e) A Teacher entitled to pregnancy leave under this Article, who provides the Authority with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act, shall be paid an allowance under a supplementary employment benefit (SEB) plan with no deduction from Sick Leave Days or the Short Term Disability Plan (STLDP).
 - (i) A Teacher on pregnancy leave who has met the requirements under Article 8.6(e) effective December 1, 2020 shall receive an allowance:
 - a) for the first (1) week, a payment equivalent to one hundred per cent (100%) of the actual weekly rate of pay for her classification which she was receiving on the last day worked prior to the commencement of the pregnancy leave, and
 - (i) the SEB plan will be revised resulting in the employee receiving the SEB plan payment equivalent to the EI received in the week immediately following the one (1) week waiting period. This payment will be issued at the end of the leave so that it is paid during the period of pregnancy leave when the employee is not in receipt of EI benefits and prior to returning to the workplace;
 - b) for the next five (5) weeks equivalent to the difference between the sum of the EI benefits the employee is eligible to receive and any other earnings received by the employee, and one hundred per cent (100%) of the actual weekly pay for her position, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, and
 - c) up to a maximum of eleven (11) weeks equivalent to the difference between the sum of the EI benefits the employee is eligible to receive and any other earnings

received by the employee, and ninety-three per cent (93%) of the actual weekly pay for her position, which she was receiving on the last day worked prior to the commencement of the pregnancy leave.

- (ii) Any part of the six (6) weeks that falls during a period of time that is not paid (ie: summer, March Break, etc), the remainder of the six (6) weeks top up shall be payable after that period of time.
- (iii) A Teacher not eligible for a supplementary unemployment benefit (SUB) plan will receive 100% of salary for a total of not less than six (6) weeks with no deduction from sick leave or STLDP.

8.7 Parental Leave

- (a) Parental leave will be granted to an employee in accordance with the Employment Standards Act.
- (b) Effective September 1, 1992, an employee who is entitled to parental leave and who provides the Employer with proof that he or she is in receipt of employment insurance benefits pursuant to the Employment Insurance Act, (Canada) shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan.
- (c) In respect of the period of parental leave, payments made according to the Supplementary Employment Benefit Plan effective December 1, 2020 will consist of the following:
 - (i) for the first (1) one week, a payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his or her position, which he or she was receiving on the last day worked prior to the commencement of the parental leave; and
 - (a) the SEB plan will be revised resulting in the employee receiving the SEB plan payment equivalent to the EI received in the week immediately following the one (1) week waiting period. This payment will be issued at the end of the leave so that it is paid during the period of parental leave when the employee is not in receipt of EI benefits and prior to returning to the workplace;
 - (ii) up to a maximum of sixteen (16) additional weeks, payments equivalent to the difference between the sum of the weekly employment insurance benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for his or her position, which he or she was receiving on the last day worked prior to the commencement of the parental leave.
- (d) An employee on parental leave shall have his/her benefits coverage continued during the leave of absence.
- (e) Seniority and service shall continue to accrue during the parental leave.
- (f) An employee returning from parental leave shall be paid at the step in the salary range

that he/she would have attained had he/she worked during the leave of absence.

8.8 Extended Infant Care Leave

- (a) In addition to leave granted under Article 8.6, Pregnancy Leave, or Article 8.7, Parental Leave, the Employer, upon request, will grant an extended leave of absence without pay up to a maximum of one (1) year for the purpose of infant care. The termination date of such leave shall coincide with the first school day in September or January.
- (b) Leave under this Article must be requested not later than the commencement of the leave granted under Article 8.6, Pregnancy Leave, or 8.7, Parental Leave.
- (c) A Teacher may be granted leave outside the time limits specified in (b) above under special circumstances.

8.9 Return from Leave

- (a) Subject to the promotion, transfer, and redundancy provisions of this Agreement, the Employer is obligated to reinstate the Teacher, to an equivalent regular position at his/her school, at the expiration of leave granted under Article 8.6, Pregnancy Leave, Article 8.7, Parental Leave or Article 8.9, Extended Infant Care Leave, allowing sufficient time for the employee to report.
- (b) When an accommodation plan is required for a Teacher returning from a medical leave, the Employer shall develop such a plan in consultation and cooperation with the Union and the employee.

8.10 Benefits While on Leave

The Teacher shall retain service, experience, and benefits accrued to the commencement of the leave granted under Article 8.6, Pregnancy Leave, Article 8.7, Parental Leave or Article 8.9 Extended Infant Care Leave.

8.11 Deferred Salary - Leave Plan

- (a) This plan has been developed to afford Teachers the opportunity of taking a one (1) year leave of absence and, through deferral of salary and allowances, finance the leave.
- (b) Any permanent Teacher having three (3) years of continuous service with the Employer is eligible to participate in the plan.
- (c)
 - (i) A Teacher must make written application to the appropriate Education Officer on or before January 31 to participate in the plan.
 - (ii) Written acceptance, or denial of the Teacher's request, with explanation, will be forwarded to the Teacher by April 1 in the school year in which the request was made.
- (d)
 - (i) Participation in the plan in each year shall be granted to a maximum of five per cent (5%) of the total full-time staff in each school as of September 1 of the school year in which applications are being considered, with a minimum

of one (1) Teacher per school.

- (ii) Where the number of applications for participation exceed the maximum provided for in section (i) above, approval shall be based on seniority. The Joint Relations Committee shall then consider applications exceeding the maximum and make recommendations at its discretion.
- (e)
 - (i) In each of the first three (3) years in which a Teacher participates, twenty-five per cent (25%) of his/her salary will be withheld. The total of the amounts withheld over three (3) years plus accumulated interest shall be paid to the Teacher while on leave of absence in the fourth (4th) year of participation.
 - (ii) While a Teacher is enrolled in the plan and not on leave, any insured employee benefits tied to salary level shall be structured according to the salary the Teacher would have received had he/she not been enrolled in the plan.
 - (iii) A Teacher's insured employee benefits will be maintained by the Employer during his/her leave of absence, if the Teacher assumes the full premium costs of such benefits during the year of leave.
 - (iv) While on leave, any insured employee benefits tied to salary level shall be structured according to the salary the Teacher would have received in the year prior to taking the leave had he/she not been enrolled in the plan.
- (f) With the approval of the Employer, a Teacher may select an alternative method of deferring salary to that specified in section (e) above.
- (g) Subject to the promotion, transfer, and redundancy provisions of this Agreement, a Teacher, on return from leave, shall return to an equivalent regular position at his/her school as he/she held before commencement of the leave.
- (h) A Teacher who becomes redundant during the period of participation in the plan shall be paid a lump sum adjustment equal to any monies withheld plus interest accrued to the date of withdrawal from the plan.
- (i) Should a Teacher die while participating in the plan, any monies withheld plus interest accrued at the time of death will be paid to the Teacher's estate.
- (j) Pension deductions are to be continued as provided by the current ruling of the Ontario Teachers Pension Plan Board.
- (k) A Teacher may withdraw from the plan any time prior to March 1 of the calendar year in which the leave is to be taken. Repayment of monies withheld shall be in accordance with section (h) above.
- (l) In the event that an acceptable replacement cannot be hired for a Teacher who has been granted a leave, the Employer may defer the year of the leave for one (1) year, provided the Teacher is notified in writing by March 1st. In this instance, a Teacher may choose to remain in the plan, or reserve repayment in accordance with section (h) above.
- (m) Should section (m) above result in a leave of absence being taken past the final year

of the plan, any monies accumulated by the terminal date of the plan will continue to accumulate interest until the leave of absence is granted.

- (n) A Teacher wishing to participate in the plan shall be required to sign a contract to confirm the terms and conditions of the Teacher's participation.
- (o) Any Teacher granted leave under this Article shall return to work for the Employer for a period of time at least equal to the time on leave.

8.12 Secondments

- (a) By mutual consent of the Employer and the Teacher, a Teacher may be seconded outside the PSA for a period of not more than two (2) years. A secondment may be extended beyond two (2) years with the consent of the Employer, Teacher and the Union.
- (b) When a Teacher is seconded outside the PSA, a secondment agreement shall be signed by the Employer and the Teacher. The agreement shall identify the location of the secondment, the position the Teacher will fill, the term of the secondment, whether it is renewable and a provision that allows either party to cancel the agreement on four (4) weeks' notice. Upon cancellation or expiration of the secondment agreement, the Teacher shall return to the same or equivalent position that he/she occupied prior to going on secondment.
- (c) A seconded Teacher will continue to pay dues to the Union, and will be covered by the terms of the Collective Agreement related to pensions and insured benefits as well as Articles, 1.1, 2.1, 3.6, 3.8, 4.2, 4.5, 4.7, 4.9, 7.14, 7.16, 7.17, 7.18, 7.21, 7.22 and 8. Articles 10 and 11 apply as applicable to the seconded position and grievance rights under Article 9 apply only as they relate to the above mentioned Articles. All other terms and conditions of employment will be governed by the new position. No term or condition of employment with the accepting organization may be the subject of a grievance between the Teacher and/or Union and the Employer.
- (d) The Employer will provide the Union with the following information for each Teacher seconded out of the bargaining unit:
 - 1. name of Teacher;
 - 2. location of the secondment;
 - 3. term of secondment; and
 - 4. a redacted copy of the secondment agreement.

within five (5) days of the start date of the secondment.

- (e) A Teacher on secondment pursuant to this Article shall be deemed to have continuous service in the bargaining unit for the term of the secondment.
- (f) The Employer will backfill the position of a seconded Teacher in accordance with Articles 7.15, 7.20 and 7.14. Notwithstanding Article 7.20, should the secondment end earlier than the agreed upon expiry date, the contract of the replacement Teacher shall be terminated with four (4) weeks' notice or four (4) weeks' pay in lieu of notice.

8.13 Non-Permanent Contracts

The Employer may hire a Teacher on a non-permanent contract to second to a Demonstration School when no secondments are available. The Employer will not be required to backfill the position. The Teacher shall be put on a Provincial Schools Authority contract and shall have all rights as if on a secondment under Article 8.12, except for Article 7.14. If a Teacher's service under this Article is extended beyond one school year, he/she shall be entitled to severance under Article 8.2.

ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURES

9.1 Grievance Procedure

It is the mutual desire of the Union and the Employer that complaints and disputes arising out of the interpretation, application or alleged violation of this Agreement be adjusted expeditiously and informally, at the local level, wherever possible. The purpose of this Article is to establish a procedure for the adjustment of complaints and the settlement of grievances. A Teacher has the right to be represented by the Union at each step of the grievance procedure.

9.2 Step One

Where the complaint or dispute cannot be resolved informally at the local level, the Union, on behalf of the Teacher, may submit a formal grievance in writing to the Executive Director of Provincial and Demonstration Schools Branch, for Teachers in schools operated by the Ministry of Education or to the Manager, Program Development Unit for Teachers in schools operated by the Ministry of the Solicitor General. It shall be submitted no later than twenty (20) days following the incident or circumstances giving rise to the complaint having come or ought to have come to the attention of the Teacher. The parties reserve the right to designate a person or persons to be responsible for any or all matters pertaining to grievances. Written notice of the name of such person or persons shall be forwarded to the other party.

The grievance shall include:

- i) a description of how the alleged dispute is in violation of the Collective Agreement;
- (ii) the clauses in the Collective Agreement alleged to be violated;
- (iii) the remedy sought; and
- (iv) the signature of the duly authorized official of the Union.

The Executive Director of Provincial and Demonstration Schools Branch or designate, or the Manager, Program Development Unit or designate as the case may be, shall meet with the duly authorized Union official within five (5) days of the receipt of the grievance. The Executive Director of Provincial and Demonstration Schools Branch or designate, or the Manager, Program Development Unit or designate as the case may be, shall give a response in writing within ten (10) days from the date of the meeting.

9.3 Step Two

If no settlement is reached under Article 9.2, Step One, the Union, on behalf of the grievor, may refer the matter in writing to the Chair of the Authority within ten (10) days of receiving the answer at Step One or within ten (10) days after the expiration of the time limits specified for a meeting or reply in Article 9.2, Step One.

The Chair, or a person designated by the Chair, will either respond directly in writing to the Union within five (5) days of receipt of the notice of the grievance at this step; or (b) convene a meeting with the Union within ten (10) days of the receipt of the notice of the grievance at this

step to attempt to resolve the grievance.

With the approval of the Chair, or person designated by the Chair, the Union may have the assistance of Teachers and other staff members to furnish information which may be helpful towards resolution of the dispute. The grievor may be present in person to present the appeal. Within ten (10) days of holding a meeting, the Chair or the person designated by the Chair shall respond in writing to the Union, on behalf of the grievor.

9.4 Time Limits

Any complaint or grievance which is not commenced or continued to the next stage of the grievance procedure within the time specified, as herein provided, shall be deemed to have been withdrawn. However, time limits specified in the grievance procedure may be extended by mutual agreement in writing between the Employer and the Union, on behalf of the grievor. If at any stage of the grievance procedure the party in receipt of the grievance fails to process the grievance in compliance with the time limit fixed herein (or such extension as may have been confirmed by the written consent of both parties), the party submitting the grievance may proceed directly to the next step in the procedure.

9.5 Definition of Days

Where the word "days" is used in this section, it shall refer to regular teaching days, including PD days.

9.6 Group Grievance

Where there is an alleged violation which affects more than one Teacher relating to the interpretation or application of this agreement, a group grievance may be filed by the Union on behalf of the Teachers in the group at Step Two of the grievance procedure within twenty (20) days following the date at which the facts giving rise to the grievance came or ought to have come to the attention of a member of the group. The grievance shall include:

- (i) the names of the Teachers on whose behalf the grievance has been filed;
- (ii) a description of how the alleged dispute is in violation of the Collective Agreement;
- (iii) the clauses in the Collective Agreement alleged to be violated;
- (iv) the remedy sought; and
- (v) the signature of the duly authorized official of the Union.

9.7 Policy Grievance

The Union or the Employer shall have the right to file a Policy Grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of the Collective Agreement within twenty (20) days following the date at which the facts giving rise to the grievance occurred or reasonably ought to have been known to have occurred. The grievance will be filed at Step Two of the grievance procedure. The parties shall meet within ten (10) days of receipt of the grievance and a written reply shall be provided by the party who has received the grievance within ten (10) days of the meeting. The Employer agrees that any grievance filed by it under this Article will be referred in writing to the President of the Union.

9.8 Notice of Arbitration

Either party may, after exhausting the grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration within

fifteen (15) days following receipt of the reply under Article 9.3, Step Two, or within fifteen (15) days after the expiration of the time limits specified for a meeting or reply in Article 9.3, Step Two.

Where a grievance is referred to arbitration, it shall be heard by a single arbitrator, chosen in rotation from the following list. The parties agree that the following eight (8) persons shall, in turn, serve as single arbitrators on a rotating basis:

Kevin Burkett
Brian Keller
Paula Knopf
William Marcotte
Kathleen O'Neil
Stephen Raymond
Owen Shime
Kenneth Petryshen

If an arbitrator is not available to commence a hearing within ninety days (90) of receiving the referral, the next person on the list shall be selected, and so on, until one of those on the list is available. For the next arbitration thereafter, the person who appears on the list immediately after the arbitrator last selected shall be next in sequence of selection. By mutual agreement in any particular case, the parties may select a listed arbitrator out of turn or select an arbitrator not on the list.

9.9 Grievance Mediation

At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on an individual to be the mediator and the time frame in which the resolution is to be reached. The time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed to use the grievance mediation procedure.

If the parties are unable to resolve the dispute within the specified time frame the following may occur:

- (a) the parties agree to appoint the mediator to act as a single arbitrator who shall proceed under the same terms as a Board of Arbitration; or
- (b) the time lines in the grievance procedure shall continue from the point at which they were frozen.

9.10 Cost of Arbitration

The fees for a mediator in Article 9.9 or a single arbitrator shall be shared equally by the parties.

9.11 Expedited Arbitration

Each party may submit a grievance to expedited arbitration under Section 49 of the Labour Relations Act.

ARTICLE 10 - SALARY

10.1 Basic Salary

- (a) Each Teacher shall receive from the Employer a basic salary, determined by the Teacher's position on the salary grid and, in addition, any allowances due under Articles 10 or 11.
Teachers who leave the employment of the Employer, before the signing of this Agreement, shall receive the new total salary plus benefits subscribed to in this Agreement on a pro-rated basis.
- (b) Salary Grid

Effective September 1, 2019

Years of Experience	Qualification Categories				
	A(E1;E2;E3)	E4/S1	E5/S2	E6/S3	E7/S4
0	43,830	47,604	50,518	54,539	58,674
1	46,151	50,168	53,086	57,401	62,033
2	48,834	53,097	56,016	60,611	65,755
3	51,515	56,005	59,256	63,814	69,478
4	54,174	59,220	62,734	67,061	73,201
5	56,889	62,679	66,510	70,579	78,534
6	59,674	66,374	70,227	74,320	80,645
7	62,823	70,088	73,933	78,019	84,375
8	65,963	73,897	77,718	81,738	88,091
9	69,142	77,682	81,325	85,425	91,818
10	72,835	80,540	85,632	89,135	96,355
11	80,540			94,229	100,960

Effective September 1, 2020

Years of Experience	Qualification Categories				
	A(E1;E2;E3)	E4/S1	E5/S2	E6/S3	E7/S4
0	44,268	48,080	51,023	55,084	59,261
1	46,613	50,670	53,617	57,975	62,653
2	49,322	53,628	56,576	61,217	66,413
3	52,030	56,565	59,849	64,452	70,173
4	54,716	59,812	63,361	67,732	73,933
5	57,458	63,306	67,175	71,285	79,319
6	60,271	67,038	70,929	75,063	81,451
7	63,451	70,789	74,672	78,799	85,219
8	66,623	74,636	78,495	82,555	88,972
9	69,833	78,459	82,138	86,279	92,736
10	73,563	81,345	86,488	90,026	97,319
11	81,345			95,171	101,970

Years of Experience	Qualification Categories				
	A(E1;E2;E3)	E4/S1	E5/S2	E6/S3	E7/S4
0	44,711	48,561	51,533	55,635	59,854
1	47,079	51,177	54,153	58,555	63,280
2	49,815	54,164	57,142	61,829	67,077
3	52,550	57,131	60,447	65,097	70,875
4	55,263	60,410	63,995	68,409	74,672
5	58,033	63,939	67,847	71,998	80,112
6	60,874	67,708	71,638	75,814	82,266
7	64,086	71,497	75,419	79,587	86,071
8	67,289	75,382	79,280	83,381	89,862
9	70,531	79,244	82,959	87,142	93,663
10	74,299	82,158	87,353	90,926	98,292
11	82,158			96,123	102,990

- (c) Unless otherwise specifically provided for elsewhere in the agreement, a Teacher who is absent on leave without pay in excess of one-half of a school year as defined in the Education Act and the regulations shall not have that year counted as experience for grid placement purposes.

10.2 Salary Payments, Deductions

- (a) On the first day of school in September Teachers will receive a pay calendar for the period September 1 through August 31.
- (b) If a day's pay is to be deducted from a Teacher, the amount of the deduction shall be obtained by multiplying the annual salary of the Teacher by the reciprocal of the number of school days in a school year as prescribed by the Education Act and the regulations.

- (c) A Teacher required to be in attendance for days in excess of the number of days in the school year, as defined by the Education Act and its Regulations will be compensated. Compensation will be calculated by using the following formula:

Excess days X Annual Salary/ Number of days in school year.

- (d) Where the employment of a Teacher is to be terminated on December 31 of a school year and the Teacher has fulfilled his/her duties for the required number of days in the term, then forty per cent (40%) of the Teacher's annual salary rate effective for that period shall be the sum paid for his/her services in that school year.
- (e) Where a Teacher commences employment on January 2 and their employment is to be terminated on August 31 and the Teacher has fulfilled his/her duties for the required number of days in the term, then sixty per cent (60%) of the Teacher's annual salary rate effective for that period shall be the sum paid for his/her services in that school year.
- (f) Where the employment of a Teacher is terminated effective any date other than December 31 or August 31, a Teacher shall be paid his/her salary in the proportion that the total number of school days for which he/she performs his/her duties in that school year bears to the total number of school days in the school year.
- (g) A school year salary payment shall be administered to a Teacher scheduled to work a regular school year (September to June) by the end of June provided that the Teacher notifies the Authority in writing by May 1.

10.3 Salary of Teachers

Where the parties are in agreement as to a Teacher's qualifications, experience, and responsibility, no Teacher shall be employed at a salary higher than that being paid to any other member of the incumbent staff, having the same or equal qualifications, experience, and responsibility.

10.4 Category Placement

- (a) All Teachers hired after August 31, 1998 shall have their qualifications evaluated by OSSTF or QECO. The Employer agrees to accept the category placement of a Teacher by either OSSTF or QECO.
- (b) The Employer agrees to accept the category placement by OSSTF or QECO but in no case shall the category placement of these Teachers be in a lower category than their placement under the previous Category and Evaluation system.

10.5 Teaching Experience on Recruitment

- (a) The salary grid refers to years of experience as a certified Teacher in Ontario, as well as years of teaching experience at the elementary and/or secondary level if the teaching experience required a Teacher to be certified and if it occurred:
 - (i) in a publicly funded school in Canada; and/or

- (ii) in a registered private school that meets the standards of an applicable department or Ministry of education in Canada; and/or
 - (iii) in a school in a foreign country that meets the standards of an applicable department or Ministry of Education in Canada.
- (b) A full year of experience will be granted if the Teacher taught in a school for an amount of time that is comparable to what a full-time Teacher in Ontario would have taught in a school year.
- (c) Teachers claiming previous teaching experience to be used for salary placement on recruitment must provide documentary proof to Human Resources within sixty (60) school days of hire. This period will be extended for a period of up to sixty (60) school days providing the Teacher is able to support his/her contention that the delay in presenting the documents was not as a result of any dilatoriness on his/her part.
- (d) Part-time or full-time teaching experience totalling one-half of a school year or more as defined in the Education Act and the regulations will be counted as one (1) year of experience for salary grid purposes. The Teacher must have certification and experience verified. Only one (1) year with an aggregate total of fewer than the total number of days in a school year as defined in the Education Act and the regulations may be used in computing total experience.
- (e) Teachers on staff before the commencement of this Agreement, who are receiving credit for teaching experience for reasons other than those given above, shall continue to receive such credit.

10.6 Recognition of Courses

- (a) Where a Teacher has notified the Employer in writing, by October 1 of any school year, that he/she is expecting a change in category or qualifications based on courses completed prior to September 1, the increased salary will be paid retroactive to September 1 of the same year, on receipt of documentary evidence on or before November 30 of the same school year or such other date as the documentary evidence is received, providing the Teacher is able to support his/her contention that the delay in presenting the documents was not as a result of any dilatoriness on his/her part.
- (b) Where a Teacher has notified the Employer in writing, by March 1 of any school year, that he/she is expecting a change in category qualifications based on courses completed prior to January 1 of the same year, the increased salary will be paid retroactive to January 1 of the same year, on receipt of the documentary evidence on or before April 30 of the same school year, or such other date as the documentary evidence is received, providing the Teacher is able to support his/her contention that the delay in presenting the documents was not as a result of any dilatoriness on his/her part.

10.7 Related Work Experience

Related work experience may entitle a Teacher to recognition for purposes of salary grid placement as follows:

- (a) Trade Experience (Journeyman, Tradesperson, or related experience with a technical certificate).
 - 1. the experience is in excess of that required for admission to the Ontario Faculties of Education; and
 - 2. the related experience in excess of experience submitted for purposes of OSSTF or QECO certification requirements;
 - 3. the person is qualified and the experience is directly related to the subjects to be taught.
- (b) Business Experience (Accounting, Marketing, Data Processing/Computer Studies).
 - 1. the experience is acquired after graduation from a Canadian university or its foreign equivalent and the person is qualified and the experience is directly related to the subjects to be taught; or
 - 2. the experience is in excess of five (5) years, subsequent to the obtaining of a Secondary School Honour Graduation Diploma or equivalent, or, alternatively, it is the experience above the basic years of experience required for admission into a recognized Teacher training course and the person is qualified and the experience is directly related to the subjects to be taught;
 - 3. the related experience is in excess of experience submitted for purposes of OSSTF or QECO certification requirements.

Note: Each full year of recognized experience shall count as one (1) year of teaching experience on the grid. This recognized experience shall not pierce the maximum of the salary level in the category placement of the Teacher.

In no case may the combined experience for related trade or business or professional experience exceed five (5) years.

Application for recognition, with supporting documents, shall be submitted in writing to the Executive Director of Provincial and Demonstration Schools Branch or designate.

Documentation acceptable to the Employer must be provided by the Teacher within ninety (90) days of effective date of hire in order for it to be credited retroactive to their date of hire.

Documentation provided after that date will be processed effective the date it is received by Human Resources.

The onus shall be on the Teacher to provide satisfactory evidence of directly related experience.

The final determination of the crediting of directly related experience within fourteen (14) days of providing all documentation to be considered, shall be at the sole discretion of the Executive Director or designate.

ARTICLE 11- ALLOWANCES

11.1 Non-Supervisory Allowances

(a) (i) Pre-school Educator

A Pre-school Educator is a Teacher whose major duties include evaluation, instruction and counselling of children and their families in the area of the academic, social and emotional development for the pre-school aged child;

working directly with pre-school children, singly or in small groups, in their homes or other locations within the community.
An allowance as per chart below.

(ii) Resource Services Consultant

A Resource Services Consultant is a Teacher whose major duties include the provision of assessment and consultative services to school boards and agencies serving the deaf and hard of hearing and visually impaired. Such services may include pupil assessment, programme evaluation and consultation regarding methodology, programme planning, curricula, equipment, and other related matters.
An allowance as per chart below.

(iii) Where a Teacher performs the duties of both a Pre-school Educator and a Resource Services consultant, the Teacher shall receive the higher of the two allowances

	(i) Pre-school Educator	(ii) Resource Services Consultant
01-Sep-11	\$827	\$1,126
01-Sep-19	\$835	\$1,137
01-Sep-20	\$843	\$1,148
01-Sep-21	\$851	\$1,159

11.1.2 Supervisory Allowances

Educational Co-ordinator / Head of Organizational Unit

- (a) The Educational Co-ordinator is a Teacher who is appointed to assist in the improvement of instruction and the development of curriculum in specified areas or units of a school program. The duties of an Educational Co-ordinator and the qualifications to hold the position shall be as defined in Regulation 298, s. 14, 17 and 18.
- (b) A Head of an Organizational Unit is a Teacher who holds a position of responsibility in accordance with Regulation 298 and whose primary job is to assist the Principal in the co-ordination and supervision of a program or unit of study or to act as a consultant for Teachers in improving the methods of instructions and maintaining proper standards of the subjects or program he/she has been appointed to co-ordinate. A Head of an Organizational Unit may hold the following titles:

- (1) Tech Director
- (2) Guidance Head
- (3) Department Head - {specific programs}
- (4) Department Head, Educational Programs Corrections

- (i) Educational Coordinator/Head of Organizational Unit in small centres.
- (ii) Educational Coordinator/Head of Organizational Unit responsible for three (3) to ten (10) Teachers.
- (iii) Educational Coordinator/Head of Organizational Unit responsible for eleven (11) or more Teachers.

	(i) in small centres	(ii) for three (3) to ten (10) Teachers	(iii) for eleven (11) or more Teachers
31-Aug-19	\$4,161	\$4,785	\$5,535
01-Sep-19	\$4,203	\$4,833	\$5,590
01-Sep-20	\$4,245	\$4,881	\$5,646
01-Sep-21	\$4,287	\$4,930	\$5,702

- (c) No Teacher holding a position as a Head of Organizational Unit shall be involved in the evaluation of a Teacher in the Bargaining Unit or of any other Bargaining Unit member. A Teacher holding the position of a Head of Organizational Unit shall hold the qualifications as required under Regulation 298, s.17.
- (d) Where a Teacher performs the duties of both an Educational Coordinator, as defined above, and another teaching position, the Teacher shall receive the higher of the two allowances.

System Curriculum Coordinator

The System Curriculum Coordinator is a Teacher whose major duties include creating a plan to implement the curriculum and providing support related to curriculum implementation. The System Curriculum Coordinator shall receive an allowance consistent with Article 11.1.2(b)(iii).

11.2 Basis of Responsibility Allowance

Responsibility allowances are based on the number of Teachers supervised. The same Teacher may be counted as part of the principal's, vice-principal's, and Educational Coordinator's/Head of Organizational Unit area of responsibility, but two principals, vice principals, and Educational Coordinators/Head of Organizational Unit may not count the same Teacher.

11.3 Northern Ontario Differential

Teachers employed at schools in Northern Ontario are paid an allowance above level up to normal maximum and beyond normal maximum as follows:

	Payment above level up to normal maximum	Payment above level beyond normal maximum
01-Sep-11	\$338	\$676
01-Sep-19	\$341	\$683
01-Sep-20	\$344	\$690
01-Sep-21	\$347	\$697

11.4 Post-graduate Degrees and Additional Courses

In addition to all other allowances, each Teacher shall be paid an allowance for post-graduate degrees, as anyone of the following

- (a) Teachers who possess approved degrees such as M.B.A., M.Ed., M.A., equivalent, and

are not using these for category placement or other allowances, will receive a payment above level in accordance with the following chart.

- (b) The holder of an approved Ed.D. or Ph.D. degree following a Canadian degree or its equivalent, where the courses are not being used for other certificates or purposes, will receive a payment above level in accordance with the following chart.
- (c) A Teacher in Category 7, who has approved courses over and above those required for placement in those categories, shall be given an additional payment in accordance with the following chart.

	MBA M.Ed.; MA	Ed.D.; Ph.D.	Additional Courses	
01-Sep-11	\$676	\$1,014	\$197 per course	\$985 maximum
01-Sep-19	\$683	\$1,024	\$199 per course	\$995 maximum
01-Sep-20	\$690	\$1,034	\$201 per course	\$1005 maximum
01-Sep-21	\$697	\$1,044	\$203 per course	\$1015 maximum

11.5 Specialist Qualification (Certificate) Allowance

- (a) An allowance above level for one Specialist Qualification (Certificate) granted by the Ministry of Education and Training shall be paid if not already used to establish level. The amount of the allowance for a Specialist Qualification (Certificate) will be determined by the number of sessions (courses) generally required for the Specialist Qualification (Certificate) times the individual allocation in the chart below.

	Specialist (each session/course)
01-Sep-11	\$197
01-Sep-19	\$199
01-Sep-20	\$201
01-Sep-21	\$203

11.6 Professional Development Allowances

Where the Ministry requires a Teacher to take a course other than the stipulated training needed for the position, the Ministry will pay full cost of:

- (a) Books and tuition;
- (b) Accommodation, when Teachers are required to be away from their homes;
- (c) Transportation to and from their permanent place of residence to their temporary place of residence;
- (d) A per diem allowance equal to an amount obtained by multiplying the annual salary of the Teacher by the reciprocal of the number of school days in a school year as prescribed by the Education Act and the regulations, for each day that they are on course, when such days are not school days for which the Teacher would not otherwise be paid.

ARTICLE 12 - EMPLOYEE BENEFITS

The benefits described herein apply to all Teachers employed by the Employer and on a Ministry payroll.

12.1 Liability Insurance

- (a) The Employer shall effect and keep in force an adequate policy or policies of insurance, insuring each Teacher in its employ when acting in the course of such Teacher's employment, including any activity organized by the school, in or out of school hours, against liability in respect to any claim for damages or personal injury.
- (b) The Employer shall provide the Union with the name of the insurance carrier and an updated copy of the current liability policy for the purposes of 12.1 (a).

12.2 Long Term Income Protection Plan

- (a) The Employer will pay one hundred per cent (100%) of the premium for the Long Term Income Protection Plan. The benefits of this plan shall be sixty-six and two-thirds percent (66-2/3%) of gross annual salary.
- (b) The Employer shall make contributions on behalf of the teacher to the Ontario Teachers Pension Plan for the period a teacher receives or has received benefits under this plan, so that such period shall count as pensionable service. Such contributions shall be based on the salary on which the benefit is calculated.
- (c) An employee shall have his/her life, health and dental benefits coverage continued while he/she is receiving benefits under the Long Term Income Protection Plan, subject to the terms of the ELHT.

12.3 Workers' Compensation

- (a) It is agreed that when a teacher is eligible for and receives approval of claim by the Workplace Safety and Insurance Board:
 - (i) The payment from the Workplace Safety and Insurance Board shall be remitted to the Ministry;
 - (ii) The teacher shall receive full pay from the Ministry;
 - (iii) The teacher will receive a top up amount in accordance with Part A C7.10 WSIB Top-Up and Letter of Agreement # 6 Paragraph #2 (Letter of Agreement found in historical reference of Part A).
- (b) Notwithstanding section (a) above, a teacher who is eligible for a claim under the Workplace Safety and Insurance Board may choose to apply for a leave of absence without pay at the commencement of the disability. In such cases, the Workplace Safety and Insurance Board payment shall be remitted directly to the teacher.

ARTICLE 13 - AMENDMENT OF AGREEMENT

- 13.1 This Agreement shall be in effect from September 1, 2019 and shall continue in force up to and including August 31, 2022, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, and in accordance with the relevant provisions of the *School Boards Collective Bargaining Act*, 2014 that it desires to negotiate with

a view to renewal, with or without modifications of this Agreement.

- 13.2 No changes can be made in this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties as determined by their respective bargaining procedures.

ARTICLE 14 - COPIES OF AGREEMENT

- 14.1 The Employer agrees to undertake to provide a printed and bound copy of the total Agreement to each Union representative no later than sixty (60) days from the ratification of this Agreement. A printed copy of this Agreement shall be provided to every newly hired PSAT member and a printed copy will also be available at each school location for all employees to access.

For teachers who work in French Language Schools, the Collective Agreement will be translated into French. Notwithstanding, the French version shall be for information purposes only and the parties agree that for disputes arising out of the Collective Agreement, the English version will be the sole source for purpose of interpretation.

- 14.2 Upon request, the Employer shall provide an accessible copy of the total Agreement.

ARTICLE 15 - TERM

- 15.1 The term of this Agreement is three (3) years effective September 1, 2019 to August 31, 2022.
- 15.2 This document constitutes the entire Agreement between the parties.

LETTER OF UNDERSTANDING
BETWEEN
THE PROVINCIAL SCHOOLS' AUTHORITY
AND
PROVINCIAL SCHOOLS' AUTHORITY TEACHERS

The Employer confirms that the Union will be consulted in the same manner as other bargaining agents in any review of the OPS Respectful Workplace Policy (Policy to Support a Respectful Workplace and Prevent Workplace Harassment and Discrimination).

LETTER OF UNDERSTANDING
BETWEEN
THE PROVINCIAL SCHOOLS' AUTHORITY
AND
PROVINCIAL SCHOOLS' AUTHORITY TEACHERS

Re: Information Session regarding Teachers' Pay

The Employer agrees to provide an accessible information session to teachers regarding how they are paid and how to read a pay stub on a professional development (PD) day during the term of the 2019 – 2022 collective agreement.

The Employer and Union shall discuss and agree to the elements of the information session in advance.

This Letter of Understanding expires on August 31, 2022.

LETTER OF UNDERSTANDING
BETWEEN
THE PROVINCIAL SCHOOLS' AUTHORITY
AND
PROVINCIAL SCHOOLS' AUTHORITY TEACHERS
RE: Allowances

With respect to Articles 11.1 (b) and 11.5 (b) the Parties agree to the following:

Any teacher who was entitled to and is receiving an allowance under the PSAT / PSA collective agreement for Teacher Education Specialist (Article 11.1 (b)) Certificate Trainable Retarded (Article 11.5 (b)) shall continue to receive said allowance until they are no longer working for the Employer, and according to the schedule specified in the PSAT / PSA Collective Agreement as signed on the 8th day of January, 2016 at Oakville, Ontario.

LETTER OF UNDERSTANDING
BETWEEN
THE PROVINCIAL SCHOOLS AUTHORITY
AND
PROVINCIAL SCHOOLS AUTHORITY TEACHERS (OSSTF District 30)
Re: Professional Development (PD) Days

The parties agree that the Professional Development (PD) Days identified in the school year calendar will apply to all PSAT-represented teachers working in the Resource Services programs.

This Letter of Understanding expires on August 31, 2022.

LETTER OF UNDERSTANDING
BETWEEN
THE PROVINCIAL SCHOOLS' AUTHORITY
AND

PROVINCIAL SCHOOLS' AUTHORITY TEACHERS

Re: Pregnancy and parental leave waiting period prior to December 1, 2020

A Teacher who has met the requirements under Article 8.6 and 8.7 who goes off on pregnancy and/or parental leave prior to December 1, 2020, the below will apply for the first two weeks:

1. Pregnancy Leave:

A Teacher entitled to pregnancy leave under this Article, who provides the Authority with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act, shall be paid an allowance under a supplementary employment benefit (SEB) plan with no deduction from Sick Leave Days or the Short-Term Disability Plan (STLDP).

For the first two (2) weeks, payments equivalent to one hundred per cent (100%) of the actual weekly rate of pay for her classification which she was receiving on the last day worked prior to the commencement of the pregnancy leave.

2. Parental Leave:

An employee who is entitled to parental leave and who provides the Employer with proof that he or she is in receipt of employment insurance benefits pursuant to the Employment Insurance Act, (Canada) shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan.

For the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his or her position, which he or she was receiving on the last day worked prior to the commencement of the parental leave.